The Instructions accompanying this Letter of Transmittal should be carefully read before completing this Letter of Transmittal. The Depositary or your financial advisor will assist you in completing this Letter of Transmittal.

AutoCanada

LETTER OF TRANSMITTAL

To be used to deposit Common Shares
of AutoCanada Inc.
pursuant to the Offer to Purchase (as defined below)
dated November 11, 2022

THE OFFER WILL BE OPEN FOR ACCEPTANCE UNTIL 5:00 P.M. (TORONTO TIME) ON DECEMBER 16, 2022 OR SUCH LATER TIME AND DATE TO WHICH THE OFFER MAY BE EXTENDED BY AUTOCANADA INC. (SUCH TIME ON SUCH DATE, THE "EXPIRATION DATE").

The Depositary is:

COMPUTERSHARE INVESTOR SERVICES INC.

By Regular Mail:

Computershare Investor Services Inc.
P.O. Box 7021, 31 Adelaide St. E.
Toronto, ON M5C 3H2
Attention: Corporate Actions

By Hand, Courier or Registered Mail:

Computershare Investor Services Inc.
100 University Ave, 8th Floor
Toronto, ON M5J 2Y1
Attention: Corporate Actions

Telephone: 514-982-7555
Toll Free: 1-800-564-6253
Email: corporateactions@computershare.com

THIS LETTER OF TRANSMITTAL IS TO BE USED ONLY BY REGISTERED SHAREHOLDERS TO DELIVER SHARES REPRESENTED BY A CERTIFICATE OR A DIRECT REGISTRATION SYSTEM ("DRS") ADVICE TO TENDER SHARES PURSUANT TO THE OFFER TO PURCHASE.

This Letter of Transmittal is to be used by a registered holder (a "**Shareholder**") of common shares ("**Shares**") of AutoCanada Inc. ("**AutoCanada**" or the "**Corporation**") described in the offer to purchase ("**Offer to Purchase**") and issuer bid circular ("**Circular**") dated November 11, 2022, as each may be amended, supplemented or varied (together, the "**Offer to Purchase and Circular**"), whose Shares are represented by a certificate or a DRS advice. Each such registered Shareholder must (a) provide a properly completed and duly executed Letter of Transmittal (or a manually executed photocopy thereof), in accordance with the instructions contained herein, together with all documents required by the Letter of Transmittal, which must be delivered to, and received by, the Depositary at one of the addresses listed above by the Expiration Date, or (b) follow the guaranteed delivery procedure described in Section 5 of the Offer to Purchase entitled "*Procedure for Depositing Shares*".

A SHAREHOLDER WHO WISHES TO DEPOSIT SHARES UNDER THE OFFER AND WHOSE SHARES ARE REGISTERED IN THE NAME OF AN INVESTMENT DEALER, STOCK BROKER, COMMERCIAL BANK, TRUST COMPANY OR OTHER NOMINEE (EACH, AN "INTERMEDIARY") SHOULD IMMEDIATELY CONTACT SUCH INTERMEDIARY IN ORDER TO TAKE THE NECESSARY STEPS TO BE ABLE TO DEPOSIT SUCH SHARES UNDER THE OFFER.

PARTICIPANTS OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") OR THE DEPOSITORY TRUST COMPANY ("DTC") SHOULD CONTACT SUCH DEPOSITORY WITH RESPECT TO THE DEPOSIT OF THEIR SHARES UNDER THE TERMS OF THE OFFER.

SHAREHOLDERS WHO ACCEPT THE OFFER THROUGH A BOOK-ENTRY TRANSFER THROUGH CDS OR THROUGH DTC'S AUTOMATED TENDER OFFER PROGRAM ("ATOP") PROCEDURES, IF APPLICABLE, WILL BE DEEMED TO HAVE COMPLETED AND SUBMITTED A LETTER OF TRANSMITTAL AND WILL BE BOUND BY THE TERMS HEREOF.

The terms and conditions of the Offer to Purchase are incorporated by reference in this Letter of Transmittal. Capitalized terms used and not defined in this Letter of Transmittal have the meanings ascribed to them in the Offer to Purchase that accompanies this Letter of Transmittal. In the case of any inconsistency between the terms of this Letter of Transmittal and the Offer to Purchase, the terms of the Offer to Purchase shall prevail. Shareholders should carefully consider the income tax consequences of having Shares purchased under the Offer. See Section 13 of the Circular accompanying this Letter of Transmittal entitled "*Income Tax Considerations*". Please also carefully read the instructions set forth below before completing this Letter of Transmittal.

All references to "$" and "dollars" in this Letter of Transmittal mean Canadian dollars, unless otherwise indicated.

SHAREHOLDERS THAT CANNOT COMPLETE THE PROCEDURES FOR BOOK-ENTRY TRANSFER ON A TIMELY BASIS, THAT CANNOT DELIVER ALL REQUIRED DOCUMENTS TO THE DEPOSITARY PRIOR TO THE EXPIRATION DATE OR WHERE A SHAREHOLDER'S SHARES ARE REPRESENTED BY A CERTIFICATE OR DRS ADVICE MUST DEPOSIT THEIR SHARES ACCORDING TO THIS LETTER OF TRANSMITTAL OR, IF APPLICABLE, THE GUARANTEED DELIVERY PROCEDURE SET FORTH IN SECTION 5 OF THE OFFER TO PURCHASE ENTITLED "*PROCEDURE FOR DEPOSITING SHARES*". SEE INSTRUCTION 2 IN THIS LETTER OF TRANSMITTAL.

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN PROVIDED HEREIN DOES NOT CONSTITUTE A VALID DELIVERY.

TO: **AutoCanada Inc.**
AND TO: **Computershare Investor Services Inc.**

The undersigned, subject only to the provisions of the Offer to Purchase regarding withdrawal, irrevocably accepts the Offer by AutoCanada to purchase Shares and deposits its Shares as more particularly described in Box entitled "*Description of Shares Deposited*" below, and if applicable, delivers to AutoCanada the enclosed Shares, upon the terms and conditions contained in the Offer to Purchase.

NAME(S) AND ADDRESS(ES) OF REGISTERED SHAREHOLDER(S) (Please fill in exactly as name(s) appear(s) on the certificate or DRS advice)

DESCRIPTION OF SHARES DEPOSITED (Attach signed list if necessary)*		
Certificate number or DRS advice control number (as applicable)	**Number of Shares held by Shareholder(s)**	**Number of Shares deposited****
	TOTAL:	

* Shareholders who accept the Offer through a book-entry transfer through CDS or through DTC's ATOP procedures, if applicable, will be deemed to have completed and submitted a Letter of Transmittal and will be bound by the terms hereof and thereof.

** If you wish to deposit fewer than all of your Shares, indicate in the third column the number of Shares that you wish to deposit. Otherwise, all of the Shares registered in your name as evidenced by certificates or DRS positions referenced above will be deemed to have been deposited.

CONTACT INFORMATION OF REGISTERED SHAREHOLDER(S)

Signature(s) of Registered Shareholder(s) Address(es)

Email Address Postal Code or Zip Code

Date Daytime Telephone Number

SHAREHOLDERS SHOULD CAREFULLY CONSIDER THE INCOME TAX CONSEQUENCES OF TENDERING SHARES UNDER THE OFFER. SEE SECTION 13 OF THE CIRCULAR ENTITLED "*INCOME TAX CONSIDERATIONS*".

Subject to and effective upon acceptance for purchase of the Shares tendered or deemed to have been tendered hereby in accordance with the terms of the Offer, the undersigned hereby sells, assigns and transfers to, or upon the order of, AutoCanada all rights, title and interest in and to all Shares tendered or deemed to have been tendered hereby pursuant to a valid Auction Tender or Purchase Price Tender, and in and to any and all rights, benefits and claims in respect thereof or arising, or having arisen as a result of the undersigned's status as a Shareholder of

AutoCanada and in and to any and all distributions, payments, securities, rights, assets or other interests which may be declared, paid, issued, distributed, made or transferred, or may be payable, issuable, distributable or transferable, on or in respect of such Shares or any of them on or after the date upon which the Shares are taken up and paid for under the Offer (the "**Effective Time**"), other than any dividends or distributions declared with a record date prior to the Effective Time and paid after the Effective Time, and hereby irrevocably constitutes and appoints the Depositary, or any director or officer of AutoCanada as attorney-in-fact of the undersigned with respect to such Shares effective from the Effective Time, with full power of substitution (such power of attorney being an irrevocable power coupled with an interest), to: (a) deliver evidences of transfer and authenticity of deposited Shares, along with the certificates or DRS advice for deposited Shares (if applicable), to or upon the order of, AutoCanada upon receipt by the Depositary, as the undersigned's agent, of the Purchase Price (as defined below); (b) present the certificates or DRS advice for the tendered Shares for cancellation and transfer on the records of AutoCanada; and (c) receive all benefits and otherwise exercise all rights of beneficial ownership of such Shares, subject to the next paragraph, all in accordance with the terms of the Offer.

The undersigned hereby represents and warrants that:

(a) the undersigned understands that tendering Shares under any one of the procedures described in the Offer to Purchase and Circular, and the Instructions hereto will constitute the undersigned's acceptance of the terms and conditions of the Offer to Purchase and Circular;

(b) the undersigned has full power and authority to tender, sell, assign and transfer the deposited Shares and any and all dividends, distributions, payments, securities, rights, assets or other interests which may be declared, paid, issued, distributed, made or transferred on or in respect of the deposited Shares with a record date on or after the date that AutoCanada takes up and accepts for purchase the deposited Shares, and that when and to the extent AutoCanada accepts the Shares for payment, AutoCanada will acquire good, marketable, and unencumbered title thereto, free and clear of all liens, charges, encumbrances, security interests, claims, restrictions and equities whatsoever, together with all rights and benefits arising therefrom, and the same will not be subject to any adverse claim, provided that any dividends or distributions which may be declared, paid, issued, distributed, made or transferred on or in respect of such Shares to Shareholders of record on or prior to the Effective Time shall be for the account of the undersigned;

(c) on request, the undersigned will execute and deliver any additional documents that the Depositary or AutoCanada deems necessary or desirable to complete the assignment, transfer, and purchase of the Shares tendered hereby; and

(d) the undersigned has received and agrees to all of the terms of the Offer to Purchase and Circular.

The name and address of the registered Shareholder should be printed, if not already printed above, as it appears on its share certificate or DRS advice. The number of Shares that the undersigned wishes to tender, and if tendered pursuant to the Auction Tender, the Auction Price at which such Shares are being tendered, should all be indicated in the appropriate boxes.

The undersigned understands that he or she must indicate whether the Shares are being tendered pursuant to an Auction Tender or a Purchase Price Tender by completing Box A entitled "*Type of Tender*" below. All Shares tendered by a Shareholder pursuant to a Purchase Price Tender and which have not been properly withdrawn, and where there is a failure to specify any Auction Tender price for the Shares or failure to indicate that he or she has tendered his or her Shares pursuant to the Auction Tender or Purchase Price Tender will be considered to have been tendered pursuant to the Purchase Price Tender.

The undersigned understands that AutoCanada will determine a single price per Share (not less than $25.00 per Share and not more than $28.00 per Share) (the "**Purchase Price**") that it will pay for Shares validly tendered and not withdrawn pursuant to the Offer, based on the Auction Prices and the numbers of Shares specified in valid Auction Tenders and Purchase Price Tenders. The undersigned understands that the Purchase Price will be the lowest price that enables AutoCanada to purchase the maximum number of Shares properly tendered and not withdrawn pursuant to the Offer having an aggregate purchase price not exceeding $50,000,000. Shares tendered pursuant to an Auction Tender will not be purchased by the Corporation pursuant to the Offer if the price specified by the Shareholder is greater than the Purchase Price. A Shareholder who wishes to tender Shares but who does not wish to specify a price at which such Shares may be purchased by the Corporation should make a Purchase Price Tender. **Shareholders who properly tender Shares without making a valid Auction Tender or Purchase Price Tender will be deemed to have made a Purchase Price Tender. The Purchase Price will be payable in Canadian dollars.**

If the aggregate Purchase Price for Shares tendered pursuant to valid Auction Tenders at Auction Prices at or below the Purchase Price and Purchase Price Tenders would result in an aggregate Purchase Price in excess of $50,000,000, then such deposited Shares will be purchased as follows: (a) first, AutoCanada will purchase all the Shares tendered at or below the Purchase Price by Odd Lot Holders (defined below) at the Purchase Price, and (b) second, AutoCanada will purchase at the Purchase Price on a pro rata basis according to the number of Shares deposited or deemed to be deposited at a price equal to or less than the Purchase Price by the depositing Shareholders, less the number of Shares purchased from Odd Lot Holders. All Auction Tenders and Purchase Price Tenders will be subject to adjustment to avoid the purchase of fractional Shares. All payments to Shareholders will be subject to deduction of applicable withholding taxes. See Section 3 of the Offer to Purchase entitled "*Number of Shares and Proration*".

Shares not purchased under the Offer (including Shares not purchased because of proration), or properly withdrawn before the Expiration Date, will be credited to the appropriate account maintained by the tendering Shareholder or its Intermediary at DTC or CDS, as applicable, without expense to the Shareholder. In the case of Shares tendered in certificate form or through DRS advice, all Shares not purchased under the Offer (including Shares not purchased because of proration), or properly withdrawn before the Expiration Date, will be returned or replaced with a new certificate or DRS advice representing the balance of Shares not purchased, promptly after the Expiration Date or termination of the Offer or the date of withdrawal of the Shares, without expense to the Shareholder. The certificate or DRS advice will be forwarded by first-class mail in the name of and to the address of the depositing Shareholder specified in the Letter of Transmittal or, if no such name or address is so specified, then in such name and to such address of such Shareholder as shown on the records maintained by Depositary.

The undersigned recognizes that under certain circumstances set forth in the Offer to Purchase, AutoCanada may terminate or amend the Offer or may not be required to purchase any of the Shares tendered hereby or may accept for payment, in accordance with the applicable proration provisions relating to Shares tendered, fewer than all of the Shares tendered hereby. The undersigned understands that Shares deemed not tendered or not purchased will be returned to the undersigned pursuant to the procedures described in this Letter of Transmittal.

The undersigned understands that acceptance of Shares by AutoCanada for payment will constitute a binding agreement of purchase and sale between the undersigned and AutoCanada, effective as of the Expiration Date, upon the terms and subject to the conditions of the Offer to Purchase.

The undersigned understands that payment for Shares accepted for payment pursuant to the Offer to Purchase will be made by depositing the aggregate Purchase Price for such Shares with the Depositary, which will act as agent for the tendering Shareholders for the purpose of receiving payment from AutoCanada and transmitting such payment to the tendering Shareholders. Receipt of payment by the Depositary will be deemed to constitute receipt of payment thereof by persons tendering Shares. **Under no circumstances will interest accrue or be paid by AutoCanada or the Depositary, regardless of any delay in making such payment or otherwise.**

The undersigned understands and acknowledges that each of AutoCanada and the Depositary, as applicable, shall be entitled to deduct and withhold from any payment to any Shareholder pursuant to the Offer such amount as it is required to deduct or withhold from such payment under the *Income Tax Act* (Canada) or any provision of any applicable federal, provincial, territorial, state, local or foreign tax law, and remit such deduction or withholding amount to the appropriate governmental entity. To the extent that amounts are deducted or withheld, such deducted or withheld amounts shall be treated for all purposes of the Offer as having been paid to the Shareholder to whom such amounts would otherwise have been paid, provided that such deducted or withheld amounts are actually remitted to the appropriate governmental entity.

The undersigned instructs AutoCanada and the Depositary to issue the cheque, payable in Canadian funds, for the Purchase Price (less any applicable withholding taxes) for such of the tendered Shares as are purchased as indicated in Box D entitled "*Payment and Issuance Instructions*" below and mailed by first class mail, postage prepaid, to the address indicated in Box E entitled "*Delivery Instructions*" below unless otherwise indicated in Box

F entitled "*Hold for Pick-Up*" below.

All authority conferred or agreed to be conferred in this Letter of Transmittal shall survive the death or incapacity of the undersigned, and any obligations of the undersigned under this Letter of Transmittal shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned. Except as stated in the Offer to Purchase, this tender is irrevocable.

The undersigned agrees not to vote any of the tendered Shares taken up and paid for under the Offer, or distributions on such Shares consisting of securities, at any meeting and not to exercise any of the other rights or privileges attaching to any of such tendered Shares or distributions consisting of securities, or otherwise act with respect thereto. The undersigned agrees further to execute and deliver to AutoCanada, provided not contrary to any applicable law, at any time and from time to time, as and when requested by, and at the expense of AutoCanada, any and all instructions of proxy, authorization or consent, in form and on terms satisfactory to AutoCanada, in respect of any such tendered Shares or distributions consisting of securities. The undersigned agrees further to designate in any such instruments of proxy the person or persons specified by AutoCanada as the proxyholder of the undersigned in respect of such tendered Shares or distributions consisting of securities.

By reason of the use by the undersigned of an English language form of Letter of Transmittal, the undersigned shall be deemed to have required that any contract evidenced by the Offer as accepted through this Letter of Transmittal, as well as all documents related thereto, be drawn exclusively in the English language. *En raison de l'usage d'une lettre d'envoi en langue anglaise par le soussigné, le soussigné et les destinataires sont réputés avoir exigé que tout contrat attesté par l'offre telle qu'acceptée par la présente lettre d'envoi, de même que tous les documents qui s'y rapportent, soient rédigés exclusivement en langue anglaise.*

BOX A
TYPE OF TENDER

CHECK ONLY ONE BOX, IF MORE THAN ONE BOX IS CHECKED, OR IF NO BOX IS CHECKED, THE TENDER WILL BE DEEMED TO BE A PURCHASE PRICE TENDER.

Shares are being tendered hereby pursuant to:

☐ An Auction Tender **(Please complete Box B)**

☐ A Purchase Price Tender

BOX B
AUCTION TENDER

THIS BOX MUST BE COMPLETED IF SHARES ARE BEING DEPOSITED PURSUANT TO AN AUCTION TENDER.

Price per Share (in Canadian dollars):

- **Check Only ONE Box. If more than one box is checked, or if no box is checked, all Shares identified above will be deemed to have been deposited pursuant to the Purchase Price Tender.**
- **Shareholders (other than Odd Lot Holders) may make multiple Auction Tenders but not in respect of the same Shares.**
- **If a Shareholder wishes to deposit different Shares at different prices, a separate deposit instruction by way of Letter of Transmittal must be submitted for EACH such deposit. See Instruction 5 below.**

☐	$25.00	☐	$25.25	☐	$25.50	☐	$25.75	☐	$26.00	☐	$26.25	☐	$26.50
☐	$26.75	☐	$27.00	☐	$27.25	☐	$27.50	☐	$27.75	☐	$28.00		

BOX C
ODD LOTS

TO BE COMPLETED ONLY IF SHARES ARE BEING DEPOSITED BY A REGISTERED SHAREHOLDER OWNING AN AGGREGATE OF FEWER THAN 100 SHARES ON THE EXPIRATION DATE.

☐ The undersigned will be the owner of an aggregate of fewer than 100 Shares on the Expiration Date, all of which are deposited.

BOX D
PAYMENT AND ISSUANCE INSTRUCTIONS
(See Instruction 9)
ISSUE CHEQUE AND/OR SHARE CERTIFICATE OR DRS ADVICE IN THE NAME OF
(please print)

____
(Name)

____

____
(Street Address and Number)

____
(City and Province or State)

____
(Country and Postal (Zip) Code)

____
(Telephone – Business Hours)

____
(Social Insurance or Social Security Number)

BOX E
DELIVERY INSTRUCTIONS
(See Instruction 9)
SEND CHEQUE AND/OR SHARE CERTIFICATE OR DRS ADVICE (Unless Box F is checked)
(please print)

____
(Name)

____

____
(Street Address and Number)

____
(City and Province or State)

____
(Country and Postal (Zip) Code)

BOX F
HOLD FOR PICK-UP
(See Instruction 9)

☐ Hold cheques, share certificate and/or DRS advice for pickup.

BOX G
GUARANTEED DELIVERY

CHECK HERE ☐ IF SHARES REPRESENTED BY A CERTIFICATE(S) ARE BEING TENDERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE TORONTO, ONTARIO OFFICE OF THE DEPOSITARY AND COMPLETE THE FOLLOWING (please print or type)

Name of registered Shareholder

____

Date of Guaranteed Delivery __________________

Name of Institution which Guaranteed Delivery, if applicable

____

____

BOX H
JURISDICTION OF RESIDENCE
(See Instruction 12)

Part 1

The person signing Box H represents that the beneficial recipient of any payments made pursuant to the Offer (the "**Beneficial Owner**"), including any dividend or deemed dividend on the Shares of the Shareholder for purposes of the *Income Tax Act* (Canada) ("**Tax Act**")) [☐is] [☐is not] a resident of Canada for purposes of the Tax Act.*

Note:

A non-resident of Canada is a person that is not resident, or deemed not to be resident, in Canada for purposes of the Tax Act or a partnership that is not a "Canadian partnership" as defined in the Tax Act. If you are uncertain as to the residency of the Beneficial Owner of the Shares, you should consult your tax advisor.

Part 2

The remainder of this Box is for non-residents of Canada only:*

The Beneficial Owner is: (i) ☐ a resident of a country with which Canada has entered into an income tax treaty under which the Beneficial Owner is entitled to the full benefits provided by such treaty; **AND** has completed and provided Canada Revenue Agency Form NR 301 – Declaration of Eligibility for Benefits Under a Tax Treaty for a Non-Resident Taxpayer ("**Form NR 301**") (or Form NR 302 or NR 303,as applicable**) or (ii) ☐ not a resident of a country with which Canada has entered into an income tax treaty under which the Beneficial Owner is entitled to the full benefits provided by such treaty **OR** has not provided Form NR 301 (or Form NR 302 or NR 303, as applicable**).

If the non-resident Beneficial Owner is entitled to full benefits under such treaty complete the following:

Number of Shares held by Beneficial Owner	Country of Residence
______________________________	______________________________

* FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN THE APPLICATION OF A 25% WITHHOLDING TAX RATE TO A RELEVANT AMOUNT, INCLUDING ANY DEEMED DIVIDEND ARISING IN CONNECTION WITH THE OFFER TO PURCHASE.

** Partnerships or Hybrid Entities must complete Form NR-302 or NR-303, as applicable.

BOX I
SHAREHOLDER(S) SIGN HERE
(See Instructions 1 and 7)
(Please Print)

Must be signed by Shareholder(s) exactly as name(s) appear(s) on their share certificate or DRS advice. If signature is by attorney-in-fact, executor, administrator, trustee, guardian, officer of a corporation or another acting in a fiduciary or representative capacity, please set forth the full title.

Authorized Signature: ______________________________

Signature(s) of registered Shareholder or authorized representative

Name(s): ______________________________

Capacity(s): ______________________________

Address: ______________________________

____

(Include Postal Code or Zip Code)

Area Code and Telephone Number: ________________

TIN; SSN; SIN: ______________________________

Shareholders must provide their Social Insurance No.; U.S. Shareholders (as defined below) must provide their Taxpayer Identification No. or Social Security No. and complete Form W-9.

Dated: ________________, 2022

BOX J
GUARANTEE OF SIGNATURE(S)
(See Instructions 1 and 7)
(Please Print)

Authorized Signature: ______________________________

Name(s): ______________________________

Title: ______________________________

Name of Firm: ______________________________

Address ______________________________

____

____

(Include Postal Code or Zip Code)

Area Code and Telephone Number: ________________

Dated: ________________, 2022

INSTRUCTIONS

Forming Part of the Terms of the Offer

1. ***Guarantee of Signatures***

No signature guarantee is required if:

(a) this Letter of Transmittal is signed by the registered Shareholder(s) exactly as the name of the registered Shareholder appears on the share certificate or DRS advice and payment and delivery is to be made directly to such Shareholder(s); or

(b) such Shares are deposited for the account of a Canadian Schedule I chartered bank, a major trust company in Canada, a member of the Securities Transfer Agents Medallion Program (STAMP), a member of the Stock Exchange Medallion Program (SEMP) or a member of the New York Stock Exchange Inc. Medallion Signature Program (MSP) (each, an "**Eligible Institution**").

In all other cases, an Eligible Institution must guarantee all signatures on this Letter of Transmittal by completing Box J entitled "*Guarantee of Signature(s)*" above. See Instruction 7.

2. ***Delivery of Letter of Transmittal — Guaranteed Delivery Procedures***

A properly completed and duly executed Letter of Transmittal (or a manually executed photocopy thereof), and any other documents required by this Letter of Transmittal, including if applicable, the certificates or DRS advice representing the deposited Shares, should be hand delivered, couriered or mailed by registered mail to the Depositary at the appropriate address set forth herein and must be received by the Depositary prior to the Expiration Date. Shareholders who cannot deliver all required documents, including any share certificates, to the Depositary prior to the Expiration Date may only tender their Shares by or through any Eligible Institution by properly completing and duly executing and delivering a Notice of Guaranteed Delivery substantially in the form provided (or an executed facsimile thereof) by the Corporation with the Offer to Purchase (indicating the type of tender and, in the case of an Auction Tender, the price at which Shares are being tendered) to the Depositary prior to the Expiration Date, which must include a guarantee by an Eligible Institution in the form set forth in the Notice of Guaranteed Delivery, and by otherwise complying with the guaranteed delivery procedure as set forth in the Offer to Purchase under Section 5 entitled "*Procedure for Depositing Shares – Procedure for Guaranteed Delivery*". Pursuant to such guaranteed delivery procedure, the certificates for all physically tendered Shares, as well as a properly completed and duly executed Letter of Transmittal (or a manually executed photocopy thereof), with signatures guaranteed if so required in accordance with this Letter of Transmittal, and all other documents required by this Letter of Transmittal, must be received by the Toronto, Ontario office of the Depositary, before 5:00 p.m. (Toronto time) on or before the second trading day on the Toronto Stock Exchange after the Expiration Date.

The Notice of Guaranteed Delivery may be hand delivered, couriered, mailed by registered mail or transmitted by email transmission to the Toronto, Ontario office of the Depositary listed in the Notice of Guaranteed Delivery, and must include a guarantee by an Eligible Institution in the form set forth in the Notice of Guaranteed Delivery. For Shares to be validly tendered pursuant to the guaranteed delivery procedure, the Depositary must receive the Notice of Guaranteed Delivery prior to the Expiration Date.

Notwithstanding any other provision hereof, payment for Shares tendered and accepted for payment pursuant to the Offer will be made only after timely receipt of confirmation of the book-entry transfer of such Shares, a properly completed and duly executed Letter of Transmittal (or a manually executed photocopy thereof) relating to such Shares, with signatures that are guaranteed if so required, or a Book-Entry Confirmation or Agent's Message and any other documents required by the Letter of Transmittal. The tender information specified in a Notice of Guaranteed Delivery by a person completing such Notice of Guaranteed Delivery will, in all circumstances, take precedence over the tender information that is specified in the related Letter of Transmittal that is subsequently delivered.

The method of delivery of certificates representing Shares and all other required documents is at the option and risk of the depositing Shareholder. If certificates representing Shares are to be sent by mail, registered mail that is properly insured is recommended and it is suggested that the mailing be made sufficiently in advance of the Expiration Date to permit delivery to the Depositary on or prior to such date.

The Corporation will not purchase any fractional Shares, nor will it accept any alternative, conditional or contingent tenders. All tendering Shareholders, by execution of this Letter of Transmittal (or a manually executed photocopy of it), waive any right to receive any notice of the acceptance of their tender.

3. ***Inadequate Space***

If the space provided in the Box entitled "*Description of Shares Deposited*" above is inadequate, the number of Shares should be listed on a separate signed schedule and attached to this Letter of Transmittal.

4. ***Indication of Type of Tender***

To deposit Shares, the Shareholder must complete Box A entitled "*Type of Tender*" above on this Letter of Transmittal or, if applicable, on the Notice of Guaranteed Delivery, indicating whether he or she is tendering Shares pursuant to an Auction Tender or a Purchase Price Tender. Only one box may be checked. If more than one box is checked or if no box is checked, all Shares identified above will be deemed to have been tendered pursuant to the Purchase Price Tender. The same Shares cannot be tendered, unless previously properly withdrawn as provided in the Offer to Purchase, pursuant to both an Auction Tender and a Purchase Price Tender or pursuant to Auction Tenders at more than one price; however, if a Shareholder desires to tender Shares in separate lots at a different type of tender for each lot, such Shareholder must complete a separate Letter of Transmittal or, if applicable, a Notice of Guaranteed Delivery for each lot which the Shareholder is tendering.

5. ***Indication of Auction Price***

For Shares to be properly tendered pursuant to an Auction Tender, a Shareholder must check the box indicating the price per Share at which he or she is tendering Shares under Box B entitled "*Auction Tenders*" above. Only one box in Box B may be checked. If more than one box is checked, or if no box is checked, there is no proper tender of Shares. Shareholders who tender Shares without making a valid Auction Tender or Purchase Price Tender will be deemed to have made a Purchase Price Tender. Shareholders (other than Odd Lot Holders) may make multiple Auction Tenders but not in respect of the same Shares. If a Shareholder wishes to tender different Shares at different prices, a separate tender instruction and Letter of Transmittal must be submitted for each such tender. The same Shares cannot be tendered pursuant to Auction Tenders (unless previously withdrawn as provided in Section 6 of the Offer to Purchase entitled "*Withdrawal Rights*") at more than one price. No price can be specified by Shareholders making a Purchase Price Tender.

6. ***Partial Deposits***

If fewer than all of the Shares evidenced by any certificate or DRS advice are to be tendered pursuant to an Auction Tender, fill in the number of Shares which are to be deposited in the Box entitled "*Number of Shares Deposited"* above. In such case, if any tendered Shares are purchased, a new certificate or DRS advice for the remainder of the Shares evidenced by the old certificates or DRS advice will be issued and sent to the registered holder as soon as practicable after the Expiration Date. All Shares represented by the certificates or DRS advice listed and delivered to the Depositary are deemed to have been deposited unless otherwise indicated.

7. ***Signatures on Letter of Transmittal***

(a) If this Letter of Transmittal is signed by the Shareholder(s) of the Shares deposited hereby, the signature(s) must correspond exactly with the name(s) as written on the share certificates or DRS advice without any change whatsoever.

(b) If the Shares are held in the names of two or more joint owners, each such owner must sign this Letter of Transmittal.

(c) If the person signing this Letter of Transmittal is different than the registered Shareholder, or if payment or delivery is to be made or Shares not purchased or deposited are to be issued to a person other than the registered Shareholder, the Letter of Transmittal must be accompanied by an appropriate stock transfer power of attorney, in either case, duly and properly completed and signed exactly as the name of the Shareholder appears on the share certificate or DRS advice of the tendering Shareholder, with the signature on the stock transfer power of attorney guaranteed by an Eligible Institution. See Instruction 1.

(d) If this Letter of Transmittal is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and must submit proper evidence satisfactory to AutoCanada of their authority so to act.

8. ***Odd Lots***

As described in Section 3 of the Offer to Purchase entitled "*Number of Shares and Proration of Tenders*", if the Corporation is to purchase less than all Shares tendered prior to the Expiration Date, the Shares purchased first will consist of all Shares so tendered by any Shareholder who will own beneficially, on the Expiration Date, an aggregate of fewer than 100 Shares (the "**Odd Lot Holders**") and who tenders all of his or her Shares under Auction Tenders at or below the Purchase Price or under Purchase Price Tenders. This preference will not be available unless Box C entitled "*Odd Lots*" above is completed. Furthermore, partial tenders will not qualify for this preference and this preference is not available to holders of 100 or more Shares even if
holders hold fewer than 100 Shares in different accounts.

9. ***Special Payment and Issuance Instructions***

Complete Box D entitled "*Payment and Issuance Instructions*" and Box E entitled "*Delivery Instructions*" above if cheques, share certificates or DRS advice are to be sent to someone other than the undersigned. If a cheque in payment for Shares tendered and any new share certificate or DRS advice are to be held by the Depositary for pick-up at the office of the Depositary at Toronto, Ontario by the undersigned or any person designated by the undersigned in writing, Box F entitled "*Hold for Pick-Up*" above must be completed.

10. ***Irregularities***

All questions as to the number of Shares to be accepted, the price to be paid therefor, the form of documents and the validity, eligibility (including time of receipt) and acceptance for payment of any deposit of Shares will be determined by AutoCanada, in its sole discretion, which determination shall be final and binding on all parties. AutoCanada reserves the absolute right to reject any deposits of Shares determined by it not to be in proper form or completed in accordance with the instructions in the Offer to Purchase and in this Letter of Transmittal or the acceptance for payment of or payment for which may, in the opinion of AutoCanada's counsel, be unlawful. AutoCanada also reserves the absolute right to waive any of the conditions of the Offer or any defect and irregularity in the deposit of any particular Shares and AutoCanada's interpretation of the terms of the Offer (including the instructions in the Offer to Purchase and this Letter of Transmittal) will be final and binding on all parties. No individual deposit of Shares will be deemed to be properly made until all defects and irregularities have been cured or waived. Unless waived, any defects or irregularities in connection with deposits must be cured within such time as AutoCanada shall determine. **None of the Corporation, the Depositary or any other person will be under any duty to give notification of any defect or irregularity in deposits or incur any liability for failure to give any such notice.** AutoCanada's interpretation of the terms and conditions of the Offer (including this Letter of Transmittal and the Notice of Guaranteed Delivery) will be final and binding.

11. ***Questions and Requests for Assistance and Additional Copies***

Questions and requests for assistance may be directed to the Depositary at the addresses and telephone numbers and email set forth herein or to AutoCanada at 200 – 15511 – 123 Avenue NW, Edmonton, Alberta T5V 0C3 or ir@autocan.ca. Additional copies of the Offer to Purchase and Circular and this Letter of

Transmittal and copies of the Notice of Guaranteed Delivery may be obtained from the Depositary or from your Intermediary and are available under AutoCanada's profile at www.sedar.com.

12. ***Jurisdiction of Residence***

Each Shareholder depositing Shares to the Depositary must represent as to whether or not such Shareholder is a resident of Canada for purposes of the Tax Act by completing Part 1 of Box H entitled "*Jurisdiction of Residence*" above.

In addition, each Shareholder depositing Shares to the Depositary that is not a resident of Canada for purposes of the Tax Act must complete Part 2 of Box H entitled "*Jurisdiction of Residence*" above.

FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN THE APPLICATION OF A 25% WITHHOLDING TAX RATE TO A RELEVANT AMOUNT, INCLUDING ANY DEEMED DIVIDEND ARISING IN CONNECTION WITH THE OFFER.

13. ***Internal Revenue Service Form W-9 and Internal Revenue Service Form W-8***

Each U.S. Shareholder (as defined below) that tenders Shares pursuant to the Offer and each non-U.S. Shareholder that tenders Shares pursuant to the Offer and provides an address for receipt of payments within the United States must provide to the Depositary an appropriate Internal Revenue Service ("**IRS**") Form W-9 or W-8 as explained below under "*Important U.S.Tax Information*." Failure to provide an appropriate form will result in backup withholding on payments made to the Shareholder pursuant to the Offer and may result in an IRS-imposed penalty of US$50 or more.

14. ***Governing Law***

The Offer and any agreement resulting from the acceptance of the Offer will be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

15. ***Privacy Notice***

The Depositary has a Privacy Statement that is available at www.computershare.com/us/privacy or in writing or by telephone using the telephone number and address provided above in this Letter of Transmittal.

IMPORTANT: This Letter of Transmittal or manually signed photocopy of it (together with all other required documents, including if applicable, the share certificates or DRS advice) or the Notice of Guaranteed Delivery must be received by the Depositary on or before the Expiration Date.

IMPORTANT U.S. TAX INFORMATION

Each Shareholder that tenders Shares pursuant to the Offer (and, if applicable, the other person designated in Box D entitled "*Payment and Issuance Instructions*" above to be issued any cheque or wire payment) that is a "**U.S. person**" within the meaning of the United States Internal Revenue Code of 1986, as amended (a "**U.S. Shareholder**") is required to provide the Depositary with a correct U.S. taxpayer identification number ("**TIN**"), which is generally such Shareholder's social security number or federal employer identification number, together with certain other information, on IRS Form W-9. A copy of IRS Form W-9 and instructions are provided below.

A Shareholder that does not have a TIN should consult "*Part I. How to get a TIN*" of the attached instructions to IRS Form W-9 for information on obtaining a TIN.

If Shares are registered in more than one name or in the a name of a person other than the actual owner, the tendering Shareholder should consult "*Part II. Certification*" of the attached instructions to IRS Form W-9 for information on which TIN to report.

Each non-U.S. Shareholder that tenders Shares pursuant to the Offer and provides an address for receipt of payments within the United States must, unless an exemption applies, complete an appropriate IRS Form W-8 (including, as applicable, an IRS Form W-8BEN, Form W-8BEN-E or W-8IMY) and provide such IRS Form W-8 to the Depositary. An appropriate IRS Form W-8 may be obtained from the Depositary or from the IRS website at www.irs.gov. Certain Shareholders (including, among others, corporations, individual retirement accounts and certain foreign individuals and entities) are not subject to backup withholding but may be required to provide evidence of their exemption from backup withholding. Exempt U.S. Shareholders should indicate their exempt status on IRS Form W- 9. Exempt non-U.S. Shareholders should indicate their exempt status on the appropriate IRS Form W-8. Shareholders are urged to consult their tax advisors to determine whether they are exempt from backup withholding and reporting requirements.

Failure to provide an IRS Form W-9 or W-8 to the Depositary may subject a tendering Shareholder to a US$50 or greater penalty and will subject the tendering Shareholder to backup withholding at a rate of 24%. Backup withholding is not an additional tax. Rather, the amount withheld is credited against the U.S. federal income tax liability of the Shareholder against whom it is withheld. If backup withholding results in an overpayment of tax, a Shareholder may obtain a refund for the overpayment by providing the requisite information to the IRS in a timely manner.

This discussion is for informational purposes only. Shareholders should carefully review the Canadian and United States federal income tax discussions in Section 13 of the Circular entitled "*Income Tax Considerations*". Shareholders should consult tax advisors regarding the U.S. federal, state, and local tax consequences of tendering Shares in their particular circumstances.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ ________

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ________

Exemption from FATCA reportingcode (if any)

____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

• Form 1099-DIV (dividends, including those from stocks or mutualfunds)

• Form 1099-MISC (various types of income, prizes, awards, or grossproceeds)

• Form 1099-B (stock or mutual fund sales and certain othertransactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

• An individual who is a U.S. citizen or U.S. resident alien;

• A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;

• An estate (other than a foreign estate); or

• A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;

• In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If youmake a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)11—

A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the s

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. “Other payments” include payments made in the course of the requester’s trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person’s number must be furnished.

[2] Circle the minor’s name and furnish the minor’s SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the “Business name/disregarded entity” name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.