SERVICE AGREEMENT

THIS AGREEMENT made as of the 15th day of November, 2023 (the "**Effective Date**")

BETWEEN:

CHABLIS CAPITAL CORP., a company duly incorporated under the laws of the Province of Ontario (the "**Client**")

- and -

TSX TRUST COMPANY, a company existing under the laws of Canada and having a registered office in the City of Toronto (the "**Agent"**)

WHEREAS the Client wishes to appoint the Agent as its agent for the purpose of providing the services described in the following schedule(s) attached hereto:

- Schedule "A": Transfer Agent, Registrar, Distribution Agent, Tabulation Agent, Scrutineer and Mailing and Printing Services

(the "**Service Schedule(s)**" and each a "**Service Schedule**") and the Agent wishes to accept such appointment.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties each intending to be legally bound, agree as follows:

SERVICES

1. The Client hereby appoints the Agent as of the Effective Date as its agent to provide the services described in the Service Schedule(s), and the Agent accepts such appointment upon the terms hereinafter set forth.

2. The Agent may provide further services to, or on behalf of, the Client as may be agreed upon from time to time by the Client and the Agent.

FEES

3. The remuneration of the Agent for its services hereunder shall be such as may from time to time be agreed upon by the Client and the Agent. Notwithstanding such agreement, in the event that the scope of services to be provided by the Agent is increased substantially, the Client and the Agent shall negotiate in good faith to determine reasonable compensation for such additional services.

4. The Client agrees to keep confidential the details of any fee schedule or remuneration proposals or agreement it receives from the Agent.

CONFIDENTIALITY AND PRIVACY

5. The parties hereto agree to preserve the confidentiality of all material non-public information provided by either party or its agents to the other pursuant to this Agreement

for use in fulfilling the obligations hereunder subject to the following exceptions: (i) information that subsequently enters the public domain through no fault of the receiving party; (ii) information that is already known to the receiving party through a third party with no obligation of confidentiality; (iii) information that is required to be disclosed through enforceable process of law; or (d) information that the receiving party discloses to its officers, directors, advisors, affiliates, agents and regulators on a needs to know basis. The Client acknowledges that the Agent may, from time to time, receive court and governmental orders, requirements to pay or to produce documents and other orders of a similar nature ("**Orders**") in connection with its role hereunder and that such Orders may be issued in the name of the Agent notwithstanding that they pertain to the records maintained by the Agent on behalf of the Client. The Client agrees that the Agent may review and comply with such Orders but will, if lawful, advise the Client in the event that the Agent rejects an Order.

6. The Client shall at all times during the term of this Agreement comply with all applicable law including without limitation all applicable privacy legislation and regulations. The Agent shall comply with all applicable Canadian privacy legislation and regulations. Without limiting the foregoing, it is understood and agreed that to the extent securityholder consents relating to the collection, use and disclosure of securityholder personal information, as may be required by applicable law, if any, are required in order for the Agent to carry out its obligations under this Agreement, such consents are the responsibility of the Client.

TERM AND SUCCESSION

7. This Agreement, or any individual Service Schedule (subject to any additional termination provisions that may be set out in such Service Schedule), may be terminated by either the Client or the Agent for any reason on three months' written notice.

8. Upon termination of the Agent's appointment, the Client shall pay to the Agent the termination fees owed to it under the applicable Service Schedule(s).

9. The Agent may terminate this Agreement or any individual Service Schedule (subject to any additional termination provisions that may be set out in such Service Schedule) for non-payment of fees on two months' written notice. If the Agreement or Service Schedule is being terminated for non-payment of fees, the Agent may refuse to do any work for the Client during the two month period following delivery of the written notice unless it has been paid in full all amounts owed under this Agreement.

10. Any corporation or other entity:

    (a) resulting from any merger or consolidation to which the Agent may be a party;

    (b) that purchases or succeeds in ownership to the majority, all or substantially all of the transfer agency business of the Agent;

    (c) that is a controlled subsidiary or affiliate of the Agent; or

    (d) to which a majority of the assets of the Agent used in connection with performing this Agreement are transferred while the Agent continues to act as Agent, shall be the successor to the Agent hereunder without any further act or formality with like effect as if such successor agent had originally been named as the Agent herein.

ANTI-MONEY LAUNDERING

11. The Agent shall retain the right not to act and shall not be liable for refusing to act under this Agreement if, due to a lack of information or for any other reason whatsoever, it, in its reasonable judgment, determines that such act might cause it to be in non-compliance with any sanctions legislation or regulation or applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Agent, in its reasonable judgment, determine at any time that its acting under this Agreement has resulted in the Agent being in non-compliance with any sanctions legislation or regulation or applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on ten (10) days' written notice to the Client, provided: (i) that its written notice shall describe the circumstances of such non-compliance to the extent permitted under such sanctions legislation or regulation or applicable anti-money laundering or anti-terrorist financing legislation, regulation or guideline; and (ii) that if such circumstances are rectified to its satisfaction within such ten (10) day period, then such resignation shall not be effective.

EXPERTS AND ADVISERS

12. The Agent may use its own judgment in the performance of its duties hereunder but at any time, it may, in its discretion and as it reasonably requires, employ or refer any matter to the Client or such counsel (including the Client's legal counsel or the Agent's legal counsel), consultants, experts, advisors or agents (collectively, the "**Advisers**") for direction or advice or as it may reasonably require for the purpose of discharging its duties or determining its rights hereunder, and shall not be responsible for the negligent actions or misconduct of such parties. All costs and expenses incurred pursuant to this Section 13 shall be at the expense of the Client. The Agent shall be entitled to act and rely upon, and shall be fully protected in acting and relying upon, the opinion or advice of, or information obtained from, the Advisers retained pursuant to this Section 13.

AUTHORIZED DIRECTIONS AND INSTRUCTIONS

13. The Client shall provide the Agent with (a) certified specimens of the signatures of the directors and/or officers of the Client that are authorized to sign treasury orders, securities certificates issued on and after the Effective Date and other documents including instructions or directions, and (b) evidence of the appointment of the authorized signatories as requested by the Agent from time to time and as soon as reasonably practicable on request. The Client shall promptly advise the Agent, in writing, as to any changes in authorized signatories and shall simultaneously provide new certified specimen signatures to the Agent. Notwithstanding the foregoing, the Client agrees to provide such certified specimens of authorized signatures to the Agent when requested to do so from time to time.

14. The Agent may conclusively act and rely upon any signature, certificate or other document including instructions or directions believed by it to be genuine and to have been signed or presented by an authorized signatory and is hereby expressly relieved from any duty or obligation to verify the signature or authority to sign of the person or persons purporting to be authorized to sign or present such documents on behalf of the Client or on behalf of

any other institution that appointed the Agent and registrar of the Securities prior to the Effective Date. It is understood that instructions to the Agent shall, except where circumstances make it impractical or the Agent otherwise agrees, be given in writing and, where not in writing, such instructions shall be confirmed in writing as soon as is reasonably practicable after the giving of such instructions. The Agent may also conclusively act and rely on electronically received and/or executed instructions that it believes to be genuine and to have been signed or initiated by the proper person or persons, and any such instructions may be executed via Docusign, Aprio, or similar electronic signing and verification software. The Agent shall be protected and held harmless in acting and relying upon any such manual or electronic signature believed by it in good faith to be genuine and, when any authorized signatory ceases to be so authorized, written notice of such fact shall immediately be given by the Client to the Agent. For the avoidance of doubt, the Agent shall not be responsible for any transfer or issuance of Securities that has not been effected by the Agent.

LIMITATION OF RESPONSIBILITY

15. In addition to and without limiting any other indemnity afforded to the Agent hereunder or otherwise at law, the Client agrees to defend, indemnify and hold harmless the Agent, its successors and assigns, and its and each of their respective directors, officers, employees, affiliates and agents (the "**Indemnified Parties**") against and from any demands, claims, assessments, proceedings, suits, actions, costs, judgments, penalties, interest, liabilities, losses, damages, claims, charges, payments, taxes, assessments, debts, expenses and disbursements (including expert consultant and legal fees and disbursements on a substantial indemnity, or solicitor and client, basis) (collectively, the "**Claims**") that the Indemnified Parties, or any of them, may suffer or incur or that may be asserted against them, or any of them, in consequence of, arising directly or indirectly from or in any way relating to this Agreement (as the same may be amended, modified or supplemented from time to time) or the Agent's duties or appointment hereunder or any other services that the Agent may provide to the Client in connection with or in any way relating to this Agreement, except that no Indemnified Party shall be entitled to indemnification in the event such Indemnified Party is found to have acted in bad faith or engaged in willful misconduct.

Without limiting the foregoing, the Client agrees to indemnify and save harmless the Indemnified Parties in connection with the services rendered under this Agreement against and from any present and future taxes (other than income taxes), duties, assessments or other charges imposed or levied on behalf of any governmental authority having the power to tax in connection with the Agent's duties hereunder.

16. In addition, the Client agrees to reimburse, indemnify and save harmless the Indemnified Parties for, against and from all legal fees and disbursements (on a substantial indemnity, or solicitor and client, basis) incurred by an Indemnified Party if the Client commences an action, or cross claims or counterclaims, against the Indemnified Party and the Indemnified Party is successful in defending such claim. This indemnity will apply to any directions by the Client relating to or surrounding any of the services described in this Agreement. In the absence of gross negligence or intentional misconduct on its part, the Agent shall not be liable for any action taken, suffered, or omitted by it or for any error of judgement made by it in the performance of its duties under this Agreement. In no event will the Agent be liable for special, indirect, consequential or punitive loss or damages of any kind whatsoever (including but not limited to lost profits), even if the Agent has been advised

of the possibility of such damages. Any liability of the Agent pursuant to its activities under this Agreement will be limited in the aggregate to an amount equal to twelve (12) times the monthly fee paid by the Client for services provided pursuant to the corresponding Service Schedule.

17. The Agent shall:

(a) have no duties or obligations except as expressly provided in this Agreement;

(b) not be required hereunder to comply with the laws or regulations of any country other than Canada or a province or territory thereof;

(c) retain the right not to act and shall not be liable for refusing to act unless it has received clear instructions and/or documentation and sufficient time to give effect to such instructions and/or documentation; and

(d) be under no obligation to prosecute or defend any action or suit in respect of its agency relationship under this Agreement, but will do so at the request of the Client provided that the Client furnishes, on request, indemnity and funding satisfactory to the Agent, acting reasonably, against any liability, cost or expense which might be incurred by the Agent in so doing.

GENERAL

Notices

18. Any notice or notification to be given by one party to this Agreement to the other shall be in writing and delivered by hand or sent by first class insured mail, prepaid courier, email, or by any other form of written recorded information to the following address:

(a) If to the Client:

Chablis Capital Corp.
66 Wellington Street West, Suite 4100
Toronto, ON M5k 1B7
Fax: 416-365-1876

Email: mdolphin@weirfoulds.com
Attn: Michael Dolphin

(b) If to the Agent:

TSX Trust Company
100 Adelaide Street West, Suite 301
Toronto, Ontario
M5H 4H1
Fax: (416) 361-0470

Email: TMXEClientManagement@tmx.com
Attn: Vice President, Client Management

All notices shall be deemed to have been effectively given and received on the date three (3) business days after the date of mailing or, if delivered by hand, on the date of delivery, or, if sent by email, upon receipt by the sender of a confirmation of successful transmission.

Survival

19. The provisions of Sections 3, 4, 5, 6, 8, 12, , 15, 16 and this Section 19 shall survive the termination of this Agreement.

Force Majeure

20. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to acts of God, terrorism, pandemics, epidemics, government restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

Severability

21. If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

Time of the Essence

22. Time shall be of the essence of this Agreement.

Governing Law

23. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and any actions, proceedings or claims or disputes regarding it shall be commenced in the courts of the Province of Ontario.

Counterparts

24. This Agreement may be executed (including by electronic signature) in any number of counterparts and may be delivered in PDF format delivered by e-mail. Each counterpart, when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Amendments

25. No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the parties hereto. This Agreement and the schedules attached hereto represent the entire agreement between the parties with respect to the subject matter hereof.

Language

26. The parties hereto have requested that this Agreement, all correspondence and all documentation relating to this Agreement be written in the English language. Les parties aux présentes ont exigé que la présente entente, de même que toute la correspondance et la documentation relative à cette entente, soient rédigées en anglais.

Headings and Sections

27. The use of headings and division of sections and paragraphs herein is for convenience of reference only and does not affect the construction or interpretation of this Agreement.

[signature page follows]

AS WITNESS the counter signatures of their respective officers duly authorized in that behalf.

TSX TRUST COMPANY	**CHABLIS CAPITAL CORP.**
Per: *“Rosa Garofalo”* Name: Rosa Garofalo Title: Senior Relationship Manager	Per: *“Victor Cantore”* Name: Victor Cantore Title: Director and CEO
Per: *“Steven Nguyen*” Name: Steven Nguyen Title: Regional Head, Client Management	Per: *“Veronique Laberge”* Name: Veronique Laberge Title: CFO

SCHEDULE "A"
to the Service Agreement made as of November 15, 2023 between
Chablis Capital Corp. and TSX Trust Company

Transfer Agent, Registrar, Distribution Agent, Tabulation Agent, Scrutineer and Mailing and Printing Services

Appointment

1. The Client, having taken all necessary corporate action to properly authorize the execution, delivery and performance by it of its responsibilities under this Schedule, has appointed the Agent as its transfer agent, registrar and distribution disbursing agent of the securities identified in Section 3 below, as well as its agent to provide tabulation, scrutineer and mailing and printing services, and the Agent accepts such appointment, upon the terms set out in this Service Schedule.

2. The Agent agrees to faithfully carry out and perform its duties hereunder.

Transfer Agent and Registrar Services

3. The Agent shall, at its offices in the following cities:

    □ Montreal

    X Toronto

    □ Calgary

    □ Vancouver

    perform transfers and issue unissued securities certificates for the following classes of securities:

    - Common shares

    (the "**Securities**" and each a "**Security**").

4. The Agent will keep and maintain at the offices noted in Section 3 above:

    (a) a register of transfers for each class of the Securities wherein shall be recorded all transfers of Securities and the date and other particulars of each transfer; and

    (b) a register of registered securityholders for each class of the Securities in which shall be recorded the names of all such persons and the addresses of such persons during such time as they are a holder of the Securities and the number of Securities held by each securityholder, it being represented and warranted by the Client that all Securities previously issued by it are fully paid and non-assessable and that with respect to future issuances of Securities, unless the Client otherwise notifies the Agent, the Agent may regard such Securities as fully paid and non-assessable, (collectively, the "**Register**").

5. Subject to applicable laws and such general and particular instructions as may from time to time be given to the Agent by or under the authority of the Client, its board of directors or equivalent, or by counsel to the Client, the Agent shall, in accordance with this Service Schedule:

   (a) make such entries from time to time in the Register(s) as may be necessary in order that the accounts of each securityholder is properly and accurately kept and transfers of the Securities properly recorded;

   (b) upon payment of any applicable transfer taxes, countersign, register and issue certificates to the securityholders or their authorized attorneys entitled thereto representing the Securities held or transferred to them respectively;

   (c) permit transfers of Securities by securityholders or their duly authorized attorneys and record the particulars of all such transfers, and shall cancel certificates for Securities surrendered for the purpose of such transfer; and

   (d) furnish to the Client, upon reasonable request and at the expense of the Client, lists of securityholders on the Register, including the name, registered address of and the number of Securities held by each such registered securityholder, and such statements, lists, entries, information and material, concerning transfers of Securities and other matters, as are maintained or prepared by the Agent in its capacity as transfer agent, registrar and distribution disbursing agent of the Securities.

6. Any services provided by the Agent through the Agent's Websites (the "**Websites**") are subject to the terms and conditions as described in the Terms and Conditions page on the Websites.

<u>Distribution Agent Services</u>

7. The Agent shall disburse dividends and other distributions which may be declared from time to time on the Securities, and the Agent is hereby authorized and directed to pay such dividends and other distributions after receipt of:

   (a) a certified copy of the resolution of the board of directors or equivalent of the Client declaring such dividends or other distributions or similar documentation that is acceptable to the Agent; and

   (b) funds in an amount sufficient for the payment of such dividends or other distributions.

8. If any funds are received by the Agent in the form of uncertified cheques, the Agent shall be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn. If the Agent shall hold any amount on account of distributions which are unclaimed or which cannot be paid for any reason, the Agent shall be entitled to hold the funds in an interest bearing account and to retain for its own account any interest earned by the holding of same prior to its disposition in accordance with this Service Schedule.

9. In its capacity as distribution disbursing agent for all cash distributions that may be declared by the Client, the Agent shall, in respect of each distribution:

   (a) calculate in Canadian or U.S. dollars, as directed by the Client, the amount of distributions to which each registered securityholder is entitled, based on the number of Securities held by such securityholder on the record date multiplied by the rate per Security, net of any applicable withholdings (subject to and in accordance with subparagraph (c) below), and deliver a letter to the Client confirming the aggregate cash funding requirements and wire transfer instructions, such wire transfer(s) to be completed by the Client at least one business day before the payable date, unless the Agent and the Client mutually agree on alternative funding arrangements;

   (b) prepare cheques, drawn on one or more accounts maintained by and in the name of the Agent, in the name of each registered securityholder for the net amount payable to each such securityholder, to be mailed to each such securityholder by first-class mail on a mutually agreed date, except that the Agent may perform electronic funds transfer ("EFT") to a registered securityholder where appropriate EFT instructions are on file; and

   (c) not be obligated to act unless directed to do so in writing and receiving all necessary information and instructions from the Client along with all necessary funds with respect to remitting and reporting all applicable Canada Revenue Agency ("**CRA**"), Revenue Quebec ("**RQ**") and Internal Revenue Service ("**IRS**") withholdings to CRA, RQ and/or IRS and preparing and mailing, on an annual basis, applicable CRA, RQ and IRS tax slips to each registered securityholder (collectively, the "**Tax Obligations**"). The Agent shall be entitled to rely on, without further inquiry or verification, all information, direction, instructions or other documents received by the Agent from the Client or a securityholder in relation to the Tax Obligations.

10. The Agent shall only be obligated to hold cash balances constituting part or all of the distribution funds to be disbursed in an interest bearing account pending payment, and the Agent may, but is not obligated to, invest same in the deposit department of a Canadian chartered bank and their affiliates, but the Agent, its affiliates or a Canadian chartered bank and its affiliates shall not be liable to account for any profit to the Client or to any other person or entity other than at a rate, if any, established from time to time by the Agent, its affiliates or a Canadian chartered bank and its affiliates.

<u>Tabulation Agent and Scrutineer Services</u>

11. The Client shall appoint the Agent as its agent to tabulate proxies and votes and shall appoint employees of the Agent to act as scrutineers in connection with meetings of the securityholders provided that the Agent and its employees may decline such appointment in their own reasonable discretion.

12. The Agent shall accept and tabulate voting instructions through its dedicated proxy voting website. The Agent shall make available to securityholders that vote online future e-delivery of proxies, financials and other communications of the Client as the Client permits.

13. The Agent will, at the Client's expense, maintain any additional records it considers necessary or appropriate in connection with its appointment hereunder.

Mailing and Printing Services

14. The Agent will on direction from the Client make arrangements for the printing and mailing of such securityholder materials as the Client requires.

Asset Reunification Services

15. Should the Agent so elect, the Agent or one of its successors, assigns or affiliates shall be entitled to provide services to reunite securityholders with their assets, provided that the Client incurs no additional charge for such services.

Representations, Warranties and Covenants of the Client:

16. The Client hereby:

(a) represents and warrants that it is duly organized and validly existing and in good standing under the laws of the state of its organization;

(b) represents and warrants that it has all requisite power and authority to enter into this Service Schedule and to perform the transactions contemplated hereby;

(c) represents and warrants that the execution, delivery and performance of this Service Schedule and the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Client;

(d) represents and warrants that this Service Schedule has been duly executed and delivered and is the legally valid and binding obligation of the Client, enforceable against the Client in accordance with the Service Schedule's terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles (whether enforcement is sought by proceeding in equity or at law);

(e) represents and warrants that if the Client's jurisdiction of incorporation or continuation is other than Canada or a province or territory thereof, either a co-transfer agent registered or qualified in such jurisdiction has been appointed to act in relation to the Securities or, where no co-transfer agent has been appointed, no co-transfer agent registered or qualified in such jurisdiction is required to be appointed in the foreign jurisdiction;

(f) covenants to promptly notify the Agent if, due to the Client's actions or status, including without limitation its jurisdiction of incorporation or continuation, residency or the listing or trading of the Securities: (i) the Agent is required to be registered or qualified in a foreign jurisdiction in order to carry out any of its functions hereunder, or (ii) an additional co-transfer agent is required to be appointed or has been appointed to act in relation to the Securities;

(g) covenants to advise the Agent upon execution of this Service Schedule whether the Securities (or any particular class thereof) are securities that (i) are not registered or are not required to be registered under Section 12 of the Securities Exchange Act of 1934 (U.S.), as amended (the "**Exchange Act**"), or (ii) are registered under Section 12 of the Exchange Act;

(h) covenants to notify the Agent before it elects to register the Securities (or any particular class thereof) or if the Securities (or any particular class thereof) are required to be registered under Section 12 of the Exchange Act;

(i) covenants not to appoint additional co-transfer agents unless it has obtained the consent of the Agent, such consent not to be unreasonably withheld; and

(j) represents and warrants that any inventory of certificates supplied or authorized by it in connection with Sections 20 or 21 of this Service Schedule shall comply with any applicable laws and the requirements of any exchange on which the Client's Securities are listed.

17. The Client agrees that it will promptly furnish to the Agent from time to time upon request:

(a) copies of all constating documents, any amendments thereto and all relevant by-laws and resolutions relating to the creation, amendment, allotment and issuance of the Securities;

(b) copies of all relevant documents and proceedings relating to increases and reductions in the Client's capital, the reorganization of or change in its share capital or the bankruptcy, insolvency, winding-up or dissolution of the Client or the surrender of its charter;

(c) that number of unissued share certificates as are reasonably requested by the Agent from time to time; and

(d) any other required documentation necessary pursuant to any applicable federal and provincial Canadian laws and governmental regulations in force from time to time and any regulatory authority's requirements applicable to the issuance of Securities.

18. The Client agrees that on and after the Effective Date, and, so long as this Service Schedule is in force, no certificates for the Securities will be issued or, if issued, will not be valid unless and until such certificates are countersigned by the Agent in its capacity as transfer agent and registrar or a co-transfer agent appointed in accordance with the Agreement.

19. In the event that the Agent discovers an over-issuance or other out-of-balance position in respect of the Register of the Securities ("**Out-of-Balance**") which is not the result of the Agent's error, and which neither the Client nor the Agent is able to reconcile with the Register, the Client will either: (i) increase the number of its issued Securities; (ii) at its own expense purchase Securities in the market; or (iii) take any other steps necessary to resolve the Out-of- Balance within 60 days of the Agent reporting the Out-of-Balance to the Client.

20. The Client authorizes the use of generic certificates for the Securities, and following the provision of all necessary text, signature files and marks, the Agent will provide a specimen

of the generic certificate to the Client to review and approve. The Client represents that: (i) the content and use of the generic certificates is in compliance with the applicable federal or provincial companies act; and (ii) the use of the generic certificates does not constitute a violation or breach of the Client's articles, by-laws, or other constating documents. In addition, the Client agrees to advise the Agent immediately if the Client has any reason to change, delete or add any text, signature or mark on its previously approved form of generic certificate.

21. If certificates are to be issued in respect of the Securities, and the Client removes authorization to use generic certificates, the Client shall, at its own expense, provide the Agent with an inventory of blank securities certificates in sufficient quantities for the Agent to perform its duties under this Service Schedule. The Client acknowledges that its articles of incorporation, by-laws and governing legislation allow for the issuance of book-based or statement-based securities and, unless issuance of a securities certificate is specifically requested by the Client, the securityholder or its representative in connection with transfers or new Securities issuances, the Agent is authorized to credit Securities in statement-based form, including the direct registration system offered by the Depository Trust Company or the Canadian Depository for Securities Limited.

22. Notwithstanding any other provisions of this Service Schedule, the Agent is expressly authorized by the Client to:

    (a) issue and register new certificates for the Securities under a master lost instrument bond between the Agent and a surety company or third party surety bond acceptable to the Agent, in replacement of certificates represented to have been lost, destroyed or stolen, upon receipt of an affidavit of loss and an indemnity agreement satisfactory to the Agent; and

    (b) register a transfer of Securities registered in the name of a decedent under a master lost instrument bond and/or waiver of probate bond between the Agent and a surety company or third party surety bond acceptable to the Agent, in the case of transmission of Securities of a decedent where no administration is contemplated, upon receipt of an indemnity agreement satisfactory to the Agent.

<u>Protection of the Agent:</u>

23. Upon receipt of a certified copy of a resolution of the board of directors or equivalent of the Client authorizing the issuance of the Securities, together with instructions from an authorized officer or director of the Client giving particulars of the registered owners of such Securities, the Agent shall register such securityholders and countersign and deliver certificates representing such securities in accordance with such instructions and the Agent can rely that such instructions are in compliance with exchange or regulatory requirements as promulgated from time to time.

24. When a certificate is presented to the Agent for the purpose of transfer, transfer of any of the Securities in respect of which such certificate was issued may be refused by the Agent until it is satisfied that such certificate is valid, that the endorsement thereon is genuine (and, where required, properly guaranteed) and that the transfer requested is legally authorized.

25. In the absence of bad faith, gross negligence or willful misconduct, the Agent shall not incur any liability for refusing in good faith to effect any transfer of Securities which, in its judgment, is improper or unauthorized, or in carrying out any transfer which, in its judgment, is proper or authorized, provided that in performing its duties and obligations pursuant to this Service Schedule, the Agent shall not be required at any time to act contrary to, in breach of or offend against any applicable laws. The Agent shall incur no liability with respect to the delivery or non-delivery of any securities certificate whether delivered by hand, mail or other means.

26. Except as specifically provided below, it shall not be the duty of the Agent to pass on the validity of transfers of securities owing to death, transfers by parents or guardians, powers of attorney, transfers of replacements of securities certificates lost, apparently destroyed or wrongfully taken, and it is hereby authorized, at the Agent's discretion, to refer all documents relating to such transfers to the solicitors of the Client, at the expense of the Client, and the Agent shall be entitled to act and rely absolutely upon their opinion.

27. The Agent shall be entitled to treat as valid any certificate for Securities purporting to have been issued by or on behalf of the Client prior to the Effective Date and the Client shall indemnify and save harmless the Agent, its officers, directors, employees, affiliates, successors, assigns and agents from any liability or claims that may be made against them by reason of the Agent treating any such certificate as valid.

28. All Securities certificates and accompanying documentation surrendered to the Agent on any transfer of the Securities or on exchanges of certificates in respect to any change in or reorganization of capital shall be cancelled by the Agent and held by it in accordance with its record retention policy. The Agent shall not be required to hold such certificates after the expiry of such period and in any case is hereby authorized to destroy such certificates forthwith after the end of a 7 year period. The Client shall be responsible for any expenses incurred by the Agent in connection with the storage of the Securities certificates and any related records.

29. The Agent shall:

(a) retain the right to refuse the transfer of any Securities presented to the Agent until such time as the Agent is satisfied that (i) the endorsement thereon is genuine and that the transfer requested is properly and legally authorized, and (ii) where the Securities are represented by a certificate, that such certificate is valid. The Agent shall not incur any liability in refusing in good faith to effect any transfer which in its judgment is improper or unauthorized, or in carrying out in good faith any transfer which in its judgment is proper or authorized;

(b) disburse funds hereunder only to the extent that funds have been deposited with it;

(c) if any funds are received by it in the form of uncertified cheques, be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn;

(d) with respect to meetings of securityholders, not be liable for having relied upon or deferred to the instructions or decisions of the Client, its legal counsel, or the chairman of the meeting; and

(e) with respect to any amount held on account of dividends or other distributable amount which is unclaimed or which cannot be paid for any reason, be under no obligation to invest or reinvest the same but shall, subject to any applicable unclaimed property legislation, only be obligated to hold same in a current or other non-interest bearing account pending payment to the person or persons entitled thereto, and the Agent shall be entitled to retain for its own account any interest earned by the holding of same prior to its disposition in accordance with this Service Schedule.

30. The Client shall notify the Agent in writing of any Tax Obligations in connection with services rendered under this Agreement. The Client shall direct the Agent with respect to the performance of such Tax Obligations and shall provide the Agent with the necessary funds and all information required by the Client to fund, pay or meet such Tax Obligations. The Agent shall use reasonable efforts, based upon available information, to assist the Client with respect to any Tax Obligations. For the purposes of this Section 30, and without limiting the definition set forth in Section 9(c) of this Service Schedule, “Tax Obligations” shall include any responsibility of the Client for the payment of taxes (including related interest and penalties), withholding of taxes, certification, reporting and filing requirements.

Termination of Service Schedule

31. Upon termination of this Service Schedule the Client shall pay to the Agent:

(a) the fees and expenses payable to the Agent and outstanding on the date of termination;

(b) an amount of at least 20% of its last annual remuneration to provide for the delivery of a certified copy of each Register maintained by the Agent hereunder, together with any other securityholder information necessary to ensure continuity of transfer agent services, to the Client or to a successor transfer agent appointed by the Client, and for the expenses of handling subsequent enquiries and correspondence that may continue to be received by the Agent, notwithstanding its termination; and

(c) an amount sufficient to reimburse the Agent for ongoing and future storage fees for the storage of the Client’s records which must be retained by the Agent, notwithstanding its termination.

32. Upon the termination of this Service Schedule, and upon payment by the Client to the Agent of all monies owing to the Agent hereunder, the Agent shall deliver over to the Client, or to a successor Agent appointed by the Client, the books and any documents and papers connected with the business of the Client transacted hereunder, including a certified copy of each Register maintained by the Agent hereunder, together with any other securityholder information reasonably necessary to ensure continuity of transfer agent services to the Client.

[End of Schedule A]