

## QUESTIONS AND ANSWERS ABOUT THE MEETING AND THE ARRANGEMENT

**Your vote is important.** The following are key questions that you as a Shareholder may have regarding the Arrangement to be considered at the Meeting. You are urged to carefully read this Circular and all appendices in their entirety as the information in this section does not provide all of the information that might be important to you with respect to the Arrangement. All capitalized terms used herein have the meanings ascribed to them in the “*Glossary of Terms*” starting on page 153 of this Circular.

### Questions Relating to the Arrangement

***Q. What am I being asked to vote on?***

- A. You are being asked to vote on the Arrangement Resolution, the full text of which is set out in Appendix "A" to this Circular, to approve the Arrangement, which provides for, among other things, the acquisition by the Purchaser of all of the issued and outstanding Common Shares, other than the Rollover Shares, for \$48.00 in cash per Common Share by way of a Court-approved plan of arrangement pursuant to the provisions of the OBCA.

***Q. What is the background and reasons for the proposed Arrangement?***

- A. The Arrangement is the result of a robust strategic review process and extensive arm's length negotiations among representatives of the Company, the Founders, Birch Hill and Brookfield with the oversight and participation of the Special Committee, advised by independent and highly qualified legal and financial advisors. The strategic review process involved a competitive process in which multiple acquisition proposals were received and reviewed by the Special Committee.

See “*The Arrangement – Background to the Arrangement*” for a summary of certain relevant background information that informed the deliberations of the Special Committee and the Unconflicted Company Board as well as the principal events leading up to the execution of the Arrangement Agreement and the announcement of the Arrangement.

The conclusions and recommendations of the Special Committee and the Unconflicted Company Board were based on a number of factors, including those set out under “*The Arrangement – Reasons for the Recommendation*”.

***Q. Does the Special Committee support the Arrangement?***

- A. Yes. The Special Committee reviewed and considered the terms of the Arrangement and received independent financial and legal advice, including obtaining the Formal Valuation and Fairness Opinion. Following this process, and after careful consideration and for the reasons discussed below under “*The Arrangement – Reasons for the Recommendation*”, the Special Committee

unanimously recommended that the Unconflicted Company Board determine that the Arrangement is in the best interests of the Company and that the Consideration to be received by the Shareholders (other than the Rollover Shareholders) is fair to such Shareholders, approve the Arrangement and recommend that Shareholders vote **IN FAVOUR** of the Arrangement Resolution at the Meeting. See “*The Arrangement – Recommendation of the Special Committee*”.

***Q. Does the Board support the Arrangement?***

- A. Yes. The Unconflicted Company Board, for the reasons discussed below under “*The Arrangement – Reasons for the Recommendation*” and after receiving legal and financial advice, including the Formal Valuation and Fairness Opinion, and the unanimous recommendation of the Special Committee, unanimously determined that the Arrangement is in the best interests of the Company and that the Consideration to be received by the Shareholders (other than the Rollover Shareholders) is fair to such Shareholders. Accordingly, the Unconflicted Company Board unanimously recommends that the Shareholders vote **IN FAVOUR** of the Arrangement Resolution at the Meeting. See “*The Arrangement – Recommendation of the Unconflicted Company Board*”.

***Q. Who has agreed to support the Arrangement?***

- A. Each Founder entered into an irrevocable voting agreement with the Purchaser to vote all of the Common Shares owned, directly or indirectly, or controlled by, the Rollover Shareholder in favour of the Arrangement and against any competing acquisition proposals. The Founder Voting Agreements restrict the ability of the Rollover Shareholders to vote for, support or participate in a competing transaction for as long as the Arrangement Agreement is in force and for a period of four months following the termination of the Arrangement Agreement in certain circumstances, including as a result of the failure to obtain the Company Shareholder Approval. In aggregate, as of the Record Date, 42,813,710 Common Shares are subject to the Founder Voting Agreements, representing approximately 71.4% of the issued and outstanding Common Shares. In addition, each of the directors and executive officers of the Company (other than Messrs. Smith and Tawse), who collectively hold less than 1% of the Common Shares, have entered into customary voting agreements pursuant to which they have agreed, subject to the terms thereof, to vote all of their Common Shares in favour of the Arrangement at the Meeting. See “*The Arrangement – Voting Agreements*”.

***Q. What approvals are required by Shareholders at the Meeting?***

- A. To be effective, the Arrangement Resolution must be approved by: (i) at least two-thirds (66 <sup>2</sup>/<sub>3</sub>%) of the votes cast by Shareholders (including the Rollover Shareholders) present or represented by proxy and entitled to vote at the Meeting; and (ii) a simple majority (more than 50%) of the votes cast by Shareholders present or represented by proxy and entitled to vote at the Meeting, other than the Rollover Shareholders and any other person required to be excluded from such vote in the

context of a “business combination” under MI 61-101. See “*The Arrangement*” and “*The Arrangement – Certain Legal Matters – Securities Law Matters – Minority Approval*”.

***Q. What other approvals are required for the Arrangement?***

- A. The Arrangement requires approval by the Court under section 182 of the OBCA. Prior to the mailing of this Circular, the Company obtained the Interim Order, providing for the calling and holding of the Meeting and other procedural matters. The Company will apply to the Court for the Final Order if the Shareholders approve the Arrangement at the Meeting. The Court will consider, among other things, the procedural and substantive fairness of the Arrangement. See “*The Arrangement – Certain Legal Matters – Court Approvals*”.

The completion of the arrangement is also subject to the receipt of the Competition Act Approval. See “*The Arrangement – Certain Legal Matters – Competition Act Approval*”.

***Q. When will the Arrangement become effective?***

- A. If the requisite approval of the Arrangement Resolution is obtained at the Meeting, the Arrangement is currently expected to be completed in the fourth quarter of 2025, subject to all other conditions to the Arrangement, including the receipt of Court approval and the Competition Act Approval, being satisfied or waived prior to such date. It is not possible, however, to state with certainty when the Effective Date will occur. The Arrangement will become effective on the date shown on the Certificate of Arrangement to be endorsed by the Director on the Articles of Arrangement giving effect to the Arrangement in accordance with the OBCA. See “*The Arrangement – Certain Legal Matters – Implementation of the Arrangement and Timing*”.

***Q. What will I receive for my Common Shares under the Arrangement? What are the other benefits of the Arrangement for Shareholders (other than the Rollover Shareholders)?***

- A. If the Arrangement becomes effective, it will provide Shareholders (other than the Rollover Shareholders in respect of the Rollover Shares) with certainty of value and immediate liquidity. If the Arrangement becomes effective, Shareholders (other than the Rollover Shareholders in respect of the Rollover Shares and any Dissenting Shareholders) will be entitled to receive Consideration of \$48.00 in cash per Common Share, representing a premium of approximately 15.2% and 22.8% to the 30 and 90-trading day volume weighted average trading price, respectively, as of July 25, 2025, being the last trading day prior to the announcement of the Arrangement. See “*The Arrangement – Certain Effects of the Arrangement – Benefits of the Arrangement for Shareholders other than the Rollover Shareholders*”.

***Q. What will the Rollover Shareholders receive for their Rollover Shares under the Arrangement? What are the other benefits of the Arrangement for the Rollover Shareholders?***

A. If the Arrangement becomes effective, the Founders will each sell approximately two-thirds of their Common Shares to the Purchaser pursuant to the Arrangement for the same cash Consideration per Common Share as all other Shareholders. Additionally, each Rollover Shareholder will have exchanged all of the Rollover Shares held by it for indirect ownership interests in the Purchaser at the same value per Rollover Share as the Consideration payable under the Arrangement in accordance with the terms of a Rollover Agreement. On closing of the Arrangement, Messrs. Smith and Tawse are each expected to maintain an indirect approximate 19% interest in the Company, with Birch Hill and Brookfield holding the remaining approximate 62% interest. As such, the Rollover Shareholders will receive benefits and be subject to obligations that are different from, or in addition to, the benefits received by Shareholders generally. The primary benefits of the Arrangement to the Rollover Shareholders include the fact that the Rollover Shareholders will continue to participate in the Company's potential growth or value, if any. See "*The Arrangement – Certain Effects of the Arrangement – Benefits of the Arrangement for the Rollover Shareholders*".

***Q. What will happen to the Preferred Shares under the Arrangement?***

A. The Preferred Shares are not being arranged in connection with the Arrangement and will remain outstanding obligations of the Company following closing of the Arrangement in accordance with their terms, including that holders of Preferred Shares will continue to be entitled to regular quarterly dividends. The Preferred Shares will continue to be listed on the TSX following completion of the Arrangement and, as a result, the Company will continue to be a reporting issuer under applicable Canadian securities laws following closing of the Arrangement.

***Q. What will happen to the Company Notes under the Arrangement?***

A. Pursuant to the Plan of Arrangement, the Company Notes will be redeemed by the Company on closing of the Arrangement to the extent outstanding at such time. Each Company Noteholder will receive the Company Note Consideration, being a cash amount equal to the applicable redemption price, plus accrued and unpaid interest, up to but excluding the Effective Date in accordance with the terms of the Company Notes. See "*The Arrangement – Treatment of the Company Notes*".

***Q. If I am a Registered Shareholder, how do I receive my Consideration under the Arrangement?***

A. Accompanying this Circular is a form of proxy and Letter of Transmittal (for Registered Shareholders). For a Registered Shareholder (other than any Dissenting Shareholder) to receive the Consideration of \$48.00 in cash per Common Share to which he, she or it, as the case may be, is entitled upon the completion of the

Arrangement, he, she or it, as the case may be, must complete, sign and return the Letter of Transmittal together with his, her or its, as the case may be, Common Share certificate(s) and/or DRS Advice, as applicable, and any other required documents and instruments to the Depositary in accordance with the procedures set out therein.

***Q. If I am a Beneficial Shareholder, how do I receive my Consideration under the Arrangement?***

- A. If you are a Beneficial Shareholder, you will receive your payment through your account with your intermediary that holds your Common Shares on your behalf. You should contact your intermediary if you have questions about this process.

***Q. If I am a Company Noteholder, how do I receive my Consideration under the Arrangement?***

- A. As of the date hereof, all Company Notes are registered in the name of CDS. If you hold Company Notes through a broker, investment dealer, bank, trust company or other intermediary, you will receive your payment through your account with your intermediary that holds the Company Notes on your behalf. You should contact your intermediary if you have questions about this process.

***Q. What happens if I do not surrender the certificates representing my Common Shares or Company Notes in order to receive the amount payable under the Arrangement?***

- A. Until surrendered, each certificate that immediately prior to the Effective Time represented Common Shares (other than the Rollover Shares) or Company Notes shall be deemed after the Effective Time to represent only the right to receive upon such surrender a cash payment in lieu of such certificate as contemplated in the Plan of Arrangement, less any amounts withheld pursuant to the Plan of Arrangement. Any such certificate formerly representing Common Shares or Company Notes not duly surrendered on or before the third anniversary of the Effective Time shall cease to represent a claim by or interest of any former Shareholder or Company Noteholder of any kind or nature against or in the Company or the Purchaser. On such date, all cash to which such former holder was entitled shall be deemed to have been surrendered to the Purchaser or the Company, as applicable, and shall be paid over by the Depositary to the Purchaser or the Company, as applicable. See “Arrangement Mechanics – Certificates and Payment”.

***Q. What will happen to the Company if the Arrangement is completed?***

- A. If the Arrangement becomes effective, former Shareholders (other than the Rollover Shareholders in respect of the Rollover Shares) will be entitled to receive the Consideration in exchange for their Common Shares and former Company Noteholders will be entitled to receive the Company Note Consideration. The only

Shareholder of the Company on completion of the Arrangement will be the Purchaser and, indirectly, Birch Hill, Brookfield and the Rollover Shareholders, and there will be no public market for the Common Shares. All of the Company Notes will be redeemed on completion of the Arrangement, to the extent outstanding at such time. The Preferred Shares will remain outstanding and will continue to be listed on the TSX and, as a result, the Company will continue to be a reporting issuer under applicable Canadian securities laws.

***Q. What will happen if the Arrangement Resolution is not passed or the Arrangement is not completed for any reason?***

- A. If the Arrangement Resolution is not passed or the Arrangement is not completed for any reason, including due to the occurrence of the Outside Date, the Arrangement Agreement may be terminated and Shareholders and Company Noteholders will not receive any payment for any of their Common Shares or Company Notes. If this occurs, the Company will continue as a publicly traded entity and continue to pursue its business plan on a stand-alone basis. Failure to complete the Arrangement could have an adverse effect on the price of the Common Shares or on the Company's operations, financial condition or prospects. See "*Risk Factors*". Furthermore, pursuant to the terms of the Arrangement Agreement, if the Arrangement Agreement is terminated, the Company may, in certain circumstances, be required to pay the Termination Fee to the Purchaser and the Purchaser may, in certain circumstances, be required to pay the Reverse Termination Fee to the Company. Additionally, Shareholders will bear the risk of any possible decrease in the future growth or value of the Company and the risks related to the Company's business.

***Q. Are there risks associated with the Arrangement?***

- A. In evaluating the Arrangement, Shareholders should consider the risks relating to the Arrangement. Some of these risks include, but are not limited to: (i) obtaining the Company Shareholder Approval; (ii) the Arrangement Agreement may be terminated in certain circumstances, including in the event of a Material Adverse Effect which is incapable of being cured on or prior to the Outside Date, the failure to obtain the requisite Shareholder and Court approvals or the Competition Act Approval on or prior to the Outside Date, the Arrangement becoming illegal or there is a Change in Recommendation; and (iii) there can be no certainty that all other conditions precedent to the Arrangement will be satisfied or waived. Please refer to the definition of Material Adverse Effect and related definition of CMHC Adverse Event under "*Glossary of Terms*" starting on page 153 of this Circular.

Any failure to complete the Arrangement could materially and negatively impact the trading price of the Common Shares and the Company's operations, financial condition or prospects. You should carefully consider the risk factors described under "*Risk Factors*" in evaluating the approval of the Arrangement Resolution. Readers are cautioned that such risk factors are not exhaustive.

***Q. Is the Termination Fee payable if the Arrangement Resolution is not approved by Shareholders?***

A. Pursuant to the Arrangement Agreement, the Company has agreed to pay the Termination Fee in the amount of \$50,000,000 to the Purchaser in certain circumstances, including (i) if the Arrangement Resolution is not approved by Shareholders and certain other conditions are satisfied, including that there has been a Change in Recommendation prior to the Meeting or certain alternative transactions are completed within 12 months following termination, or (ii) if the Purchaser terminates the Arrangement Agreement following a Change in Recommendation or breach by the Company of its non-solicitation covenants under the Arrangement Agreement in any material respect.

***Q. What are the Canadian federal income tax consequences of the Arrangement?***

A. Subject to the discussion in “*Certain Canadian Federal Income Tax Considerations*”, a Shareholder who is, or is deemed to be, resident in Canada, holds the Common Shares as “capital property”, and who sells such Common Shares to the Purchaser pursuant to the Arrangement will realize a capital gain (or a capital loss) to the extent that such Shareholder’s proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the aggregate adjusted cost base to such Shareholder of his, her or its Common Shares.

Shareholders who are not residents of Canada for purposes of the Tax Act and whose Common Shares do not constitute “taxable Canadian property” (as defined in the Tax Act) to such Shareholders will generally not be subject to tax under the Tax Act on the disposition of their Common Shares under the Arrangement.

The foregoing description of Canadian federal income tax consequences of the Arrangement is only a brief summary of certain material Canadian federal income tax considerations. Shareholders should read carefully the information in this Circular under “*Certain Canadian Federal Income Tax Considerations*”, which qualifies the summary set forth above. Neither this description nor the longer discussion is, or is intended to be, or should be construed to be, legal or tax advice to any particular Shareholder. Shareholders are urged to consult their own tax advisors to determine the particular tax consequences to them of the Arrangement.

## **Questions Relating to the Meeting**

***Q. Why did I receive this Circular?***

A. You received this Circular because you are a Shareholder or a Company Noteholder. Shareholders are being asked at the Meeting to vote on the Arrangement Resolution, the full text of which is set out in Appendix "A" to this Circular, to approve the Arrangement involving, among others, the Company and the Purchaser, pursuant to section 182 of the OBCA. While Company Noteholders are not being asked to vote on the Arrangement Resolution, the Circular contains

important information about the Arrangement, including the treatment of the Company Notes under the Arrangement and the Company Note Consideration. Notwithstanding the terms of the Company Notes Indenture, the Company intends to rely on the delivery of the Circular as notice to the Company Noteholders that the Company Notes will be redeemed as part of the Arrangement on the effective date thereof.

***Q. Where and when will the Meeting be held?***

- A. The Meeting will be held virtually on September 30, 2025, at 10:30 a.m. (Toronto time) at <https://meetnow.global/MSWP6AX>. See “*Information Concerning the Meeting and Voting – Date, Time and Place of the Meeting*”.

***Q. Am I entitled to vote?***

- A. You are entitled to vote if you were a Shareholder as of the close of business on the Record Date, being August 21, 2025. Each Shareholder is entitled to one (1) vote for each Common Share registered in his, her or its, as the case may be, name with respect to the matters to be voted on at the Meeting. Company Noteholders are not entitled to vote at the Meeting.

***Q. What are Shareholders being asked to vote on at the Meeting?***

- A. At the Meeting, pursuant to the Interim Order, the Shareholders will be asked to consider and, if thought advisable, pass the Arrangement Resolution to approve the Arrangement, the full text of which is set out in Appendix "A" to this Circular. The Arrangement provides for, among other things, the acquisition by the Purchaser of all of the issued and outstanding Common Shares by way of a court-approved statutory plan of arrangement under section 182 of the OBCA. Pursuant to the Arrangement Agreement and the Plan of Arrangement, if the Arrangement becomes effective, each Shareholder (except for the Rollover Shareholders in respect of the Rollover Shares and any Dissenting Shareholders) will be entitled to receive \$48.00 in cash per Common Share.

***Q. What constitutes quorum for the Meeting?***

- A. Pursuant to the Company's by-laws, a quorum is present at the Meeting if the holders of not less than 10% of the shares entitled to vote at the Meeting are present at the Meeting or represented by proxy, irrespective of the number of persons present at the Meeting.

***Q. How many Common Shares are entitled to be voted?***

- A. As at the Record Date of August 21, 2025, there were 59,967,429 Common Shares issued and outstanding. Each Shareholder is entitled to one (1) vote for each Common Share registered in his, her or its, as the case may be, name with respect to the matters to be voted on at the Meeting.






***Q. What if I acquire ownership of Common Shares after the Record Date?***

- A. You will not be entitled to vote Common Shares acquired after the Record Date on the Arrangement Resolution. Only persons owning Common Shares as of the Record Date of August 21, 2025 are entitled to vote their Common Shares on the Arrangement Resolution.

***Q. What do I need to do now in order to vote on the Arrangement Resolution?***

- A. Shareholders may vote by proxy before the Meeting or vote at the Meeting, as described below:

- Voting by proxy before the Meeting. You may vote before the Meeting by completing your form of proxy or voting instruction form in accordance with the instructions provided therein. Beneficial Shareholders should also carefully follow all instructions provided by their intermediaries to ensure that their shares are voted at the Meeting. Registered Shareholders and Beneficial Shareholders may vote their Common Shares before the meeting using the following methods:

<b>VOTING METHOD</b>	<b>BENEFICIAL SHAREHOLDERS</b> <i>Common Shares held with a broker, bank, or other intermediary.</i>	<b>REGISTERED SHAREHOLDERS</b> <i>Common Shares held in own name and represented by a physical certificate or DRS.</i>
	Go to <a href="http://www.proxyvote.com">www.proxyvote.com</a> . Enter the 16-digit control number printed on your voting instruction form and follow the instructions on the screen.	Go to <a href="http://www.investorvote.com">www.investorvote.com</a> . Enter the 15-digit control number printed on your form of proxy and follow the instructions on screen.
	Call the toll-free number listed on your Voting Instruction Form (VIF) and vote using the control number provided therein.	1-866-732-VOTE (8683)
	Complete, date and sign the voting instruction form and return it in the enclosed postage paid envelope.	Complete, date and sign the form of proxy and return it in the enclosed postage paid envelope to:  <i>Computershare Investor Services Inc. 320 Bay Street, 14<sup>th</sup> Floor, Toronto, ON M5H 4A6</i>

- The Company may use Broadridge Investor Communications Corporation's QuickVote™ service to assist eligible Beneficial Shareholders with voting their Common Shares over the telephone. Certain Beneficial Shareholders who have not objected to an intermediary disclosing their ownership information to the Company may be contacted by Laurel Hill Advisory Group, which is soliciting proxies on behalf of the management of the Company, to conveniently obtain a vote directly over the telephone.

Proxyholders named in the enclosed form of proxy will vote (or withhold from voting) the Common Shares in respect of which they are appointed as proxies in accordance with your instructions, including on any ballot that may be called. If there are changes to the items of business or new items properly come before the Meeting, or any adjournment(s) or postponement(s) thereof, a proxyholder can vote as he or she sees fit. **You can appoint someone else to be your proxy. This person does not need to be a shareholder of the Company.**

See “*Information Concerning the Meeting and Voting – Virtual Attendance and Participation in the Meeting – Appointing a Third Party as Proxy*”.

- Voting at the Meeting. Registered Shareholders of the Company may vote at the Meeting by completing a ballot online during the Meeting. Without an invite code, a proxyholder will not be able to vote at the Meeting.

If you are a Beneficial Shareholder and wish to vote at the Meeting, you have to appoint yourself as your proxy by inserting your own name in the space provided on the voting instruction form sent to you and you must follow all of the applicable instructions, including the deadline, provided by your intermediary. Beneficial Shareholders who have not duly appointed themselves as their proxy will be able to virtually attend the Meeting only as guests and to listen to the Meeting but not be able to participate, ask questions or vote at the Meeting.

See “*Information Concerning the Meeting and Voting – Virtual Attendance and Participation in the Meeting*”.

Late proxies may be accepted or rejected by the Chair of the Meeting at the Chair’s discretion, subject to the terms of the Arrangement Agreement, and the Chair of the Meeting is under no obligation to accept or reject any particular late proxy.

***Q. If my Common Shares are held by my broker, investment dealer or other intermediary, will they vote my Common Shares for me?***

- A. A broker or other intermediary will vote the Common Shares held by you only if you provide instructions to your broker or other intermediary on how to vote. Without instructions, those Common Shares may not be voted. Beneficial Shareholders who receive these materials through their broker or other intermediary should complete and send the form of proxy or voting instruction form in accordance with the instructions provided by their broker or intermediary.

***Q. Who is soliciting my proxy?***

- A. Management of the Company is soliciting your proxy. At the request of the Purchaser, the Company has retained Laurel Hill Advisory Group as its proxy solicitation agent for assistance in connection with the solicitation of proxies for the Meeting. Management of the Company requests that you sign and return the proxy (for Registered Shareholders) or voting instruction form (for Beneficial Shareholders) so that your votes are exercised at the Meeting.

The solicitation of proxies will be primarily by mail, but proxies (and voting instructions in the case of Beneficial Shareholders) may also be solicited personally or by telephone by employees of the Company. Except as described above, the total cost of the solicitation of proxies (and voting instructions in the case of Beneficial Shareholders) will be borne by the Company and the Company will reimburse intermediaries for their reasonable charges and expenses incurred in forwarding proxy materials to Beneficial Shareholders. The Purchaser may also participate in the solicitation of proxies.

***Q. Can I appoint someone other than those named in the enclosed forms of proxy to vote my Common Shares?***

- A. Yes. You have the right to appoint a person other than the management nominees identified in the form of proxy or voting instruction form. Beneficial Shareholders who wish to appoint themselves as proxyholder to participate or vote at the Meeting must carefully follow the instructions in this Circular and on their form of proxy or voting instruction form.

Shareholders who wish to appoint a third-party proxyholder to vote at the Meeting as their proxy and vote their shares **MUST** submit their proxy or voting instruction form (as applicable) appointing such third-party proxyholder **AND** register the third-party proxyholder. Registering your proxyholder is an additional step to be completed **AFTER** you have submitted your proxy or voting instruction form. **Failure to register the proxyholder will result in the proxyholder not receiving an invite code to virtually attend, participate or vote at the Meeting.**

If you are a Beneficial Shareholder and wish to virtually participate or vote at the Meeting, you have to insert your own name in the space provided on the voting instruction form sent to you by your intermediary, follow all of the applicable instructions provided by your intermediary **AND** register yourself as your proxyholder, as described above. By doing so, you are instructing your intermediary to appoint you as proxyholder. It is important that you comply with the signature and return instructions provided by your intermediary.

See “*Information Concerning the Meeting and Voting – Virtual Attendance and Participation in the Meeting – Appointing a Third Party as Proxy*”.

- Q. What if my Common Shares are registered in more than one name or in the name of a company?***
- A. If your Common Shares are registered in more than one name, all registered persons must sign the form of proxy. If your Common Shares are registered in a company's name or any name other than your own, you may be required to provide documents proving your authorization to sign the form of proxy for that company or name. For any questions about the proper supporting documents, contact Laurel Hill Advisory Group at 1-877-452-7184 (toll-free in North America) or at 1-416-304-0211 (outside of North America) or by e mail at [assistance@laurelhill.com](mailto:assistance@laurelhill.com) before submitting your form of proxy.
- Q. When will I receive the Consideration or Company Note Consideration payable to me under the Arrangement for my Common Shares or Company Notes?***
- A. If the Arrangement becomes effective and your Letter of Transmittal and Common Share and/or Company Note certificate(s) or DRS Advice(s), if applicable, and all other required documents are properly completed and received by the Depositary, you will receive the Consideration or Company Note Consideration due to you under the Arrangement as soon as practicable after the Arrangement becomes effective. The Arrangement is currently anticipated to be completed in the fourth quarter of 2025 based on the assumption that the approval of the Arrangement Resolution, Court approval and the Competition Act Approval are obtained and all other conditions to the Arrangement are satisfied or waived prior to such date.
- Q. What happens if I send in my Common Share or Company Note certificate(s) and the Arrangement Resolution is not approved or the Arrangement is not completed?***
- A. If the Arrangement Resolution is not approved or if the Arrangement is not otherwise completed, your Common Share certificate(s) and Company Note certificate(s) will be returned promptly to you by the Depositary.
- Q. Can I revoke my vote after I have voted by proxy?***
- A. Yes. A proxy given pursuant to this solicitation may be revoked by timely voting again, or by depositing an instrument in writing, including another proxy bearing a later date, executed by the Shareholder or by his or her attorney authorized in writing, and deposited either at the registered office of the Company at any time up to and including the last business day preceding the day of the Meeting, or any adjournment(s) or postponement(s) thereof, at which the proxy is to be used, or in any other manner permitted by law. See “*Information Concerning the Meeting and Voting – General Proxy Information*”.

***Q. Who is responsible for counting and tabulating the votes by proxy?***

A. Votes by proxy are counted and tabulated by Computershare Investor Services Inc., the Company's transfer agent.

***Q. Are Shareholders entitled to Dissent Rights?***

A. Pursuant to the Interim Order, Registered Shareholders have been granted the right to dissent in respect of the Arrangement and, if the Arrangement becomes effective, to be paid an amount equal to the fair value of their Common Shares. Failure to comply strictly with the dissent procedures described in this Circular will result in the loss or unavailability of any Dissent Rights. If you are a Shareholder and wish to dissent, you should obtain your own legal advice and carefully read the Plan of Arrangement, the Interim Order and the full text of section 185 of the OBCA, all of which are attached as Appendix "B", Appendix "C" and Appendix "D", respectively, to this Circular. See "*Dissenting Shareholders' Rights*".

***Q. Who can help answer my questions?***

A. If you have any questions about the information contained in this Circular or require assistance in completing your form of proxy or voting instruction form, please contact our proxy solicitor, Laurel Hill Advisory Group, at 1-877-452-7184 (toll-free in North America) or at 1-416-304-0211 (outside of North America) or by e-mail at [assistance@laurelhill.com](mailto:assistance@laurelhill.com). Questions on how to complete the Letter of Transmittal should be directed to the Company's depositary, Computershare Investor Services Inc., at 1-800-564-6253 (toll-free within North America) or at 1-514-982-7555 (outside of North America) or by e-mail at [corporateactions@computershare.com](mailto:corporateactions@computershare.com).