



**THIS LETTER OF TRANSMITTAL IS FOR USE ONLY IN CONJUNCTION WITH THE PLAN OF ARRANGEMENT INVOLVING CHINOOK ENERGY INC., THE SHAREHOLDERS OF CHINOOK ENERGY INC. AND TOURMALINE OIL CORP.**

**IN ORDER TO BE EFFECTIVE, THIS LETTER OF TRANSMITTAL MUST BE VALIDLY COMPLETED, DULY EXECUTED AND RETURNED TO THE DEPOSITARY, AST TRUST COMPANY (CANADA). IT IS IMPORTANT THAT YOU VALIDLY COMPLETE, DULY EXECUTE AND RETURN THIS LETTER OF TRANSMITTAL ON A TIMELY BASIS IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED HEREIN.**

**LETTER OF TRANSMITTAL**

**FOR USE BY REGISTERED HOLDERS OF COMMON SHARES OF CHINOOK ENERGY INC.**

**Please read the "Instructions" set out below carefully before completing this letter of transmittal.**

**TO: CHINOOK ENERGY INC. ("CHINOOK")  
TOURMALINE OIL CORP. (THE "PURCHASER")  
AST TRUST COMPANY (CANADA), AS DEPOSITARY (THE "DEPOSITARY")**

This letter of transmittal (the "**Letter of Transmittal**") is for use by registered holders ("**Chinook Shareholders**") of common shares of Chinook ("**Chinook Shares**") in connection with the proposed plan of arrangement (the "**Arrangement**") involving Chinook, the Chinook Shareholders and the Purchaser pursuant to an arrangement agreement between Chinook and the Purchaser dated February 22, 2020 (the "**Arrangement Agreement**"), which is being submitted for approval at the annual and special meeting (the "**Meeting**") of the Chinook Shareholders to be held on April 20, 2020 or any adjournment or postponement thereof.

**The Arrangement provides that each Chinook Share held by a Chinook Shareholder (other than a Dissenting Shareholder) will be transferred to the Purchaser in exchange for a cash payment of \$0.0675 per Chinook Share (the "Chinook Share Consideration").**

Chinook Shareholders are referred to the information circular and proxy statement (the "**Information Circular**") of Chinook dated March 10, 2020 which accompanies this Letter of Transmittal and describes, among other things, the Arrangement. Capitalized terms used but not defined in this Letter of Transmittal have the meanings ascribed to them in the Information Circular.

**In order for Chinook Shareholders to receive the Chinook Share Consideration to which they are entitled pursuant to the Arrangement, Chinook Shareholders are required to deposit the certificate(s) or direct registration statement ("DRS") advice(s) (if any) representing Chinook Shares held by them along with this duly completed Letter of Transmittal with the Depositary.**

**Please complete each of the steps set out below in order. Please carefully read the Instructions set out below before completing this Letter of Transmittal.**

**DESCRIPTION OF CHINOOK SHARES DEPOSITED**

The undersigned Chinook Shareholder delivers to the Depository the enclosed certificate(s) or DRS advice(s) representing the Chinook Shares to be exchanged for the Chinook Share Consideration pursuant to the Arrangement.

<b>DESCRIPTION OF CERTIFICATES DEPOSITED</b>		
<b>Certificate Number(s) or DRS Advice Control Number, if applicable</b>	<b>Name in which Chinook Shares are Registered</b>	<b>Number of Chinook Shares Deposited</b>
	<b>TOTAL:</b>	

**(If space is not sufficient, please attach a list in the above form.)**

- Some or all of my certificates representing Chinook Shares have been lost, stolen or destroyed. (Check box if applicable and refer to Instruction 7)

The undersigned:

- represents and warrants that the undersigned is the legal owner of the above listed Chinook Shares and has good title thereto, free and clear of all liens, charges, encumbrances, claims and equities and, together with all rights and benefits, and has full power and authority to execute and deliver this Letter of Transmittal and to deposit, sell, assign, transfer and deliver such Chinook Shares (including any certificates representing same);
- represents and warrants that the information provided herein by the Chinook Shareholder is true, accurate and complete as of the date hereof;
- acknowledges receipt of the Information Circular;
- acknowledges that the covenants, representations and warranties of the undersigned contained herein shall survive the completion of the Arrangement;
- represents and warrants that it is resident in the jurisdiction set out in "**Address of Chinook Shareholder**" on page 4 of this Letter of Transmittal;
- acknowledges that if the Arrangement is approved at the Meeting, including any adjournment or postponement thereof, unless the Arrangement is not subsequently completed, the deposit of the Chinook Shares pursuant to this Letter of Transmittal is irrevocable and from and after the Effective Date, each certificate which immediately prior to the Effective Date represented Chinook Shares shall be deemed at all times to represent only the right to receive in exchange therefor the Chinook Share Consideration to which the undersigned is entitled in accordance with the Arrangement;
- directs the Depository to issue, or cause to be issued, the cheque for the Chinook Share Consideration to which the undersigned is entitled on completion of the Arrangement in the name indicated on page 4 or as set forth in Box A of page 5 of this Letter of Transmittal, as applicable, and to send such cheque to the address, or hold the same for pickup, as indicated on page 4 or in Box B of page 5 of this Letter of Transmittal;
- covenants and agrees to execute, upon request, any additional documents, transfers and other assurances as may be necessary or desirable to complete the exchange of Chinook Shares for the Chinook Share Consideration;

9. acknowledges that all authority conferred or agreed to be conferred by the undersigned herein may be exercised during any subsequent legal incapacity of the undersigned and shall survive the death, incapacity, bankruptcy or insolvency of the undersigned and all obligations of the undersigned herein shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned;
10. by virtue of execution of this Letter of Transmittal, shall be deemed to have agreed that all questions as to the validity, form, eligibility (including timely receipt) and acceptance of any Chinook Shares deposited pursuant to the Arrangement and the waiver of any defect or irregularity in the deposit of any Chinook Shares will be determined by the Purchaser in its sole discretion, and that any such determination shall be final and binding and acknowledges there shall be no duty or obligation on the Purchaser, Chinook, the Depository or any other person to give notice of any defect or irregularity and no liability shall be incurred by any of them for failure to give such notice;
11. acknowledges that the Purchaser or Chinook may be required to disclose certain personal information in respect of the undersigned and consents to disclosure of personal information in respect of the undersigned to securities regulatory authorities, applicable tax authorities, the Depository and any parties to the Arrangement (including their respective legal counsel); and
12. by virtue of the execution of this Letter of Transmittal, shall be deemed to have agreed with the Purchaser and the Depository that any contract contemplated by the Arrangement and this Letter of Transmittal, as well as any documents relating thereto be drawn up exclusively in the English language. En signant la presente lettre de transmission et formulaire de choix, le soussigné est réputé avoir convenu avec Purchaser et le depositaire que tous les contrats decoulant de l'Offre et de la presente Lettre de transmission et tous les documents afférents soient rédigés exclusivement en Anglais.

Unless otherwise indicated under "**Special Payment Instructions**" or "**Special Delivery Instructions**" on page 5 (in which case registration or delivery should be made in accordance with those instructions), the cheque for the Chinook Share Consideration will be issued in the name of the undersigned and forwarded to the undersigned at the address specified below the signature of the undersigned (or if no such address or delivery instructions are made, to the latest address of record on the list of registered holders of Chinook Shares). If the Arrangement is not completed, the undersigned directs the Depository to return the enclosed certificate(s) or DRS advice(s) (if applicable) representing Chinook Shares to the address specified in accordance with the instructions in the preceding sentence.

Except for any proxy deposited with respect to the vote on the Arrangement Resolution in connection with the Meeting, the undersigned hereby revokes any and all authority, other than as granted in this Letter of Transmittal, whether as agent, attorney-in-fact, proxy or otherwise, previously conferred or agreed to be conferred by the undersigned at any time with respect to the above listed Chinook Shares and no subsequent authority, whether as agent, attorney-in-fact, proxy or otherwise will be granted with respect to such Chinook Shares.

The undersigned surrenders to the Purchaser, effective at the Effective Time, all right, title and interest in and to the above listed Chinook Shares and irrevocably appoints and constitutes an officer of the Purchaser or any other person designated by the Purchaser in writing as lawful attorney of the undersigned, with the full power of substitution to deliver the above listed Chinook Shares pursuant to the Arrangement and to effect the transfer of such Chinook Shares to the Purchaser on the books of Chinook.

It is understood that the undersigned will not receive payment in respect of the above listed Chinook Shares until the certificate(s) representing such Chinook Shares, if applicable, owned by the undersigned are received by the Depository at the address set forth below, together with such additional documents as the Depository may reasonably require, and until the same are processed for payment by the Depository. It is further understood that no interest will accrue on the Chinook Share Consideration payable in respect of such Chinook Shares in connection with the Arrangement regardless of any delay in making such payment. The undersigned further represents and warrants that the payment of the Chinook Share Consideration in respect of the above listed Chinook Shares will completely discharge any obligations of Chinook, the Purchaser and the Depository with respect to the matters contemplated by this Letter of Transmittal.

**This Letter of Transmittal is not to be used by non-registered holders of Chinook Shares. Non-registered holders of Chinook Shares should contact their nominee (i.e. broker, trust company, bank or other registered holder) which holds their Chinook Shares on their behalf to arrange for the exchange.**

This Letter of Transmittal will be construed in accordance with and governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein. The undersigned hereby unconditionally and irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Alberta and the courts of appeal therefrom.

Signature guaranteed by  
(if required under Instructions 2, 3 and 4):

Dated: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signature of Chinook Shareholder (see Instructions 3 and 5)  
**(Note: If you are a U.S. person, please complete Form W-9, which is provided below Box D of this Letter of Transmittal)**

\_\_\_\_\_  
Name of Guarantor (please print or type)

\_\_\_\_\_  
Address of Chinook Shareholder

\_\_\_\_\_  
Address of Guarantor (please print or type)

\_\_\_\_\_  
Daytime Telephone Number of Chinook Shareholder

\_\_\_\_\_  
Fax Number of Chinook Shareholder

\_\_\_\_\_  
Social Insurance Number or U.S. Resident Taxpayer Identification Number (must be provided)

\_\_\_\_\_  
Name of Chinook Shareholder (please print or type)

\_\_\_\_\_  
Name of Authorized Representative, if applicable (please print or type)

**BOX A**  
**SPECIAL PAYMENT INSTRUCTIONS**  
**(See Instructions 2 and 4)**

*To be completed only if the cheque is NOT to be issued in the name of the registered Chinook Shareholder.*

Issue in the Name of \_\_\_\_\_  
*(please print)*

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ *(include postal or zip code)*

\_\_\_\_\_ *(include Social Insurance Number or TIN)*

**BOX B**  
**SPECIAL DELIVERY INSTRUCTIONS**  
**(See Instructions 2 and 4)**

*To be completed only if the cheque is to be sent to a name or an address other than the name and address of the registered Chinook Shareholder specified below the signature of the registered holder on page 4.*

In the Name of \_\_\_\_\_  
*(please print)*

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ *(include postal or zip code)*

**BOX C**

- Check here if the cheque is to be held for pick-up at the office of the Depository at which this Letter of Transmittal is deposited.

**BOX D**  
**TO BE COMPLETED BY ALL CHINOOK SHAREHOLDERS**  
**(See Instruction 11)**

Indicate whether you are a U.S. Shareholder or are acting on behalf of a U.S. Shareholder.

- The Chinook Shareholder signing on page 4 represents that it **IS NOT** a U.S. Shareholder and is not acting on behalf of a U.S. Shareholder.

OR

- The Chinook Shareholder signing on page 4 **IS** a U.S. Shareholder or is acting on behalf of a U.S. Shareholder.

A "**U.S. Shareholder**" is any shareholder that is either: (i) providing an address on page 4 or in Box A above that is located within the United States or any territory or possession thereof; or (ii) a U.S. person for United States federal income tax purposes, as defined on page 6.

If you are a U.S. Shareholder or are acting on behalf of a U.S. Shareholder, then in order to avoid backup withholding you must complete the Form W-9 included below or otherwise provide certification that you are exempt from backup withholding, as provided in the instructions. If you require a Form W-8 because you are a U.S. Shareholder, but not a U.S. person, please contact the Depository or download the appropriate form at [www.irs.gov](http://www.irs.gov).

**FORM W-9 TO BE COMPLETED BY U.S. PERSONS ONLY**

This step must be completed by any Chinook Shareholder who is a U.S. person. You are a "**U.S. person**" if you are, for U.S. federal income tax purposes, a citizen (including a U.S. citizen resident in Canada) or a tax resident of the United States (including a 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 whose income is subject to U.S. federal income tax regardless of its source, or a trust if: (i) a U.S. court can exercise primary supervision over the trust's administration and one or more U.S. persons are authorized to control all substantial decisions of the trust; or (ii) the trust was in existence on August 20, 1996 and has properly elected under applicable treasury regulations to be treated as a U.S. person. See Item 11 under the heading "**Instructions**" for further information. **Failure to complete and return Form W-9 may subject you to applicable federal income tax withholding on any payments made to you.**

**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 the appropriate box for federal tax classification; 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, Partnership)

▶        **Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

Other ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals):

Exempt payee code (if any)

\_\_\_\_\_

Exemption from FATCA reporting code (if any)

\_\_\_\_\_

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

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

**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). For other entities, it is your employer identification number (EIN).

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; 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.

Sign Here      Signature of U.S. person ►

Date ►

**YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU WROTE "APPLIED FOR" IN  
PART I OF FORM W-9**

**CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER**

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (a) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office or (b) I intend to mail or deliver an application in the near future. I understand that, notwithstanding the fact that I have completed this Certificate of Awaiting Taxpayer Identification Number, all payments made to me before I provide a properly certified taxpayer identification number will be subject to the applicable percentage of backup withholding tax.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## INSTRUCTIONS

1. **Use of Letter of Transmittal.**

- (a) This Letter of Transmittal (or a manually executed facsimile copy or portable document form hereof) validly completed and duly executed as required by the instructions set forth below, together with accompanying certificates representing the Chinook Shares, if any, and all other documents required by the terms of the Arrangement and this Letter of Transmittal, must be received by the Depositary at one of its offices specified on the back page of this document.
- (b) The method used to deliver this Letter of Transmittal and any accompanying certificates representing Chinook Shares, if any, and all other required documents is at the option and risk of the person depositing the same, and delivery will be deemed effective only when such documents are actually received by the Depositary. It is recommended that the necessary documentation be hand-delivered to the Depositary at one of its offices specified on the back page of this document, and a receipt obtained. However, if such documents are mailed, it is recommended that registered mail be used, a return receipt requested and that proper insurance be obtained. **Chinook Shareholders whose Chinook Shares are registered in the name of a nominee should contact their stockbroker, investment dealer, bank, trust company or other nominee for assistance in depositing those Chinook Shares.**

2. **Special Payment and Delivery Instructions.** The boxes on page 5 entitled "**Special Payment Instructions**" and "**Special Delivery Instructions**", as applicable, should be completed if the cheque for the Chinook Share Consideration to be issued pursuant to the Arrangement is to be: (a) issued in the name of a person other than the registered Chinook Shareholder signing the Letter of Transmittal; or (b) sent to someone other than the registered Chinook Shareholder or person named under "**Special Payment Instructions**". See also Instruction 4 below.

3. **Signatures.** This Letter of Transmittal must be validly completed and duly signed by the registered holder of Chinook Shares (or by such holder's duly authorized representative in accordance with Instruction 5 below).

- (a) If this Letter of Transmittal is signed by the registered owner(s) of the accompanying certificate(s), such signature(s) on this Letter of Transmittal must correspond with the name(s) as registered or as written on the face of such certificate(s) without any change whatsoever, and the certificate(s) need not be endorsed.
- (b) If such transmitted certificate(s) are owned of record by two or more joint owners, all such owners must sign the Letter of Transmittal.
- (c) If Chinook Shares are registered in different forms (e.g., "**John Doe**" and "**J. Doe**"), a separate Letter of Transmittal should be signed for each different registration.
- (d) If this Letter of Transmittal is signed by a person other than the registered owner(s) of the Chinook Shares or if the cheque is to be issued to a person other than the registered holder(s):
  - (i) such deposited certificate(s) representing Chinook Shares must be endorsed or be accompanied by an appropriate share transfer power of attorney duly and properly completed by the registered owner(s); and
  - (ii) the signature(s) on such endorsement or power of attorney must correspond exactly to the name(s) of the registered owner(s) as registered or as appearing on the certificate(s) and must be guaranteed as noted in Instruction 4 below.



4. **Guarantee of Signatures.** If this Letter of Transmittal is executed by a person other than the registered owner(s) of the Chinook Shares, or if the cheque is to be issued to a person other than the registered Chinook Shareholder(s) or is to be sent to an address other than the address of the registered Chinook Shareholder(s) as shown on the register of Chinook Shares maintained by Chinook's transfer agent, such signature must be guaranteed by an Eligible Institution (as defined below), or in some other manner satisfactory to the Depositary.

An "**Eligible Institution**" means a Canadian schedule 1 chartered bank, a member of the Securities Transfer Agent 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). Members of these programs are usually members of a recognized stock exchange in Canada or the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority or banks or trust companies in the United States.

5. **Fiduciaries, Representatives and Authorizations.** Where this Letter of Transmittal or any certificate or share transfer or power of attorney is executed by a person as an executor, administrator, trustee, guardian, attorney-in-fact or agent or on behalf of a corporation, partnership or association or is executed by any other person acting in a fiduciary or representative capacity, this Letter of Transmittal must be accompanied by satisfactory evidence of the authority to act. Chinook, the Purchaser or the Depositary, at its discretion, may require additional evidence of authority or additional documentation.

6. **Miscellaneous.**

- (a) If the space on this Letter of Transmittal is insufficient to list all certificates representing Chinook Shares, additional certificate numbers, the name in which such Chinook Shares are registered and the number of Chinook Shares deposited may be included on a separate signed list affixed to this Letter of Transmittal.
- (b) No alternative, conditional or contingent deposits will be accepted. All depositing Chinook Shareholders by execution of this Letter of Transmittal (or a copy thereof) waive any right to receive any notice by the Depositary.
- (c) The holder of the Chinook Shares covered by this Letter of Transmittal hereby unconditionally and irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Alberta and the courts of appeal therefrom.
- (d) Additional copies of the Letter of Transmittal may be obtained on request and without charge from the Depositary at one of its offices at the addresses listed on the back page of this document.

7. **Lost, Stolen or Destroyed Certificates.** If a certificate representing Chinook Shares has been lost, stolen or destroyed, this Letter of Transmittal should be completed as fully as possible and forwarded, together with a letter describing the loss, theft or destruction to the Depositary. The Depositary will forward such letter to Chinook's transfer agent so that Chinook's transfer agent may provide replacement instructions. The replacement certificate must be received by the Depositary prior to the Depositary issuing the Chinook Share Consideration to which you are entitled to receive under the Arrangement. If a certificate representing Chinook Shares has been lost, stolen or destroyed, please ensure that you provide your telephone number to the Depositary and Chinook so that they may contact you.

8. **Extinguishment of Rights.** Subject to any applicable law relating to unclaimed personal property, any certificate, agreement or other instrument (as applicable) formerly representing Chinook Shares not duly surrendered on or before the day that is three years less one business day from the Effective Date shall cease to represent a claim by or interest of any kind or nature against or in any of Chinook or the Purchaser. On such date, the aggregate Chinook Share Consideration to which the former holder of the Chinook Shares referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered to the Purchaser for no consideration and shall be returned to the Purchaser by the Depositary.

None of the Purchaser, Chinook or the Depositary shall be liable to any person in respect of any Chinook Share Consideration delivered to a public official pursuant to any applicable law relating to unclaimed personal property.

9. **No Interest Payable.** Under no circumstances will interest on the Chinook Share Consideration be paid by Chinook, the Purchaser or the Depositary by reason of any delay in paying the Chinook Share Consideration or otherwise.
10. **Miscellaneous.**
- (a) No alternative, conditional or contingent deposits will be accepted. All Chinook Shareholders by execution of this Letter of Transmittal waive any right to receive any notice of acceptance of Chinook Shares for payment.
- (b) The Purchaser reserves the right, if it so elects, in its absolute discretion, to instruct the Depositary to waive any defect or irregularity contained in any Letter of Transmittal received by it.
11. **U.S. Shareholders and Form W-9.** The following does not constitute a summary of the U.S. federal tax consequences of the Arrangement. Chinook Shareholders should consult their own tax advisors regarding the U.S. federal tax consequences of the Arrangement.

U.S. federal income tax law generally requires that a U.S. person who receives cash in exchange for Chinook Shares provide the Depositary with its correct U.S. Taxpayer Identification Number ("**TIN**") or Employer Identification Number ("**EIN**") which, in the case of a holder of Chinook Shares who is an individual, is generally the individual's social security number. If the Depositary is not provided with the correct TIN or EIN or an adequate basis for an exemption, as the case may be, the holder may be subject to penalties imposed by the Internal Revenue Service ("**IRS**") and backup withholding in an amount equal to 24% of the gross proceeds of any payment received hereunder. If withholding results in an overpayment of taxes, a refund may be obtained by such U.S. person by filing the appropriate claim for a refund with the IRS, generally by filing a tax return.

To prevent backup withholding, each U.S. person must provide its correct TIN or EIN by completing the Form W-9 set out in this document, which requires such holder to certify under penalties of perjury: (a) that the TIN provided is correct (or that such holder is awaiting a TIN); (b) that (i) the holder is exempt from backup withholding; (ii) the holder has not been notified by the IRS that the holder is subject to backup withholding as a result of a failure to report all interest or dividends; or (iii) the IRS has notified the holder that the holder is no longer subject to backup withholding; and (c) that the holder is a U.S. person (including a U.S. resident alien).

Certain U.S. persons are exempt from backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt holder must enter its correct TIN or EIN in Part 1 of the Form W-9, enter the correct code in the "**Exempt payee code**" blank on such form (see the Form W-9 instructions to determine the correct code number), and sign and date the form. The Form W-9 instructions can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

If Shares are held in more than one name or are not in the name of the actual owner, consult the Form W-9 instructions for information about which TIN to report.

A U.S. person that is an entity can typically obtain an EIN immediately by applying for one at [www.irs.gov](http://www.irs.gov). See the Form W-9 instructions for more information. If a U.S. person does not have a TIN, such holder should apply for one online or: (a) consult his or her own U.S. tax advisor about applying for a TIN; (b) write "**Applied For**" in the space for the TIN in Part I of Form W-9; and (c) sign and date the Form W-9 and the Certificate of Awaiting Taxpayer Identification Number set out in this document. In such case, the Depositary may withhold 24% of the gross proceeds of any payment made to such U.S. person prior to the time a properly certified TIN is provided to the Depositary, and if the Depositary is not provided with a TIN within sixty (60) days, such amounts will be paid over to the IRS.

If Form W-9 is not applicable to a U.S. Shareholder because such holder is not a U.S. person for United States federal income tax purposes, such holder will instead need to submit to the Depositary an appropriate and properly completed IRS Form W-8, Certificate of Foreign Status, signed under penalties of perjury, or otherwise establish an exemption. An appropriate IRS Form W-8 (W-8BEN, W-8ECI or other form) may be obtained from the Depositary or at [www.irs.gov](http://www.irs.gov).

**A U.S. SHAREHOLDER WHO FAILS TO PROPERLY COMPLETE THE FORM W-9 SET OUT IN THIS LETTER OF TRANSMITTAL, OR, IF APPLICABLE, THE APPROPRIATE IRS FORM W-8, MAY BE SUBJECT TO BACKUP WITHHOLDING OF 24% OF THE GROSS PROCEEDS OF ANY PAYMENTS MADE TO SUCH HOLDER PURSUANT TO THE ARRANGEMENT. BACKUP WITHHOLDING IS NOT AN ADDITIONAL TAX. RATHER, THE TAX LIABILITY OF PERSONS SUBJECT TO BACKUP WITHHOLDING WILL BE REDUCED BY THE AMOUNT OF TAX WITHHELD. IF WITHHOLDING RESULTS IN AN OVERPAYMENT OF TAXES, A REFUND MAY BE OBTAINED BY FILING A TAX RETURN WITH THE IRS. THE DEPOSITARY CANNOT REFUND AMOUNTS WITHHELD BY REASON OF BACKUP WITHHOLDING.**

**Offices of the Depositary**

**AST TRUST COMPANY (CANADA)**

***By Ordinary Mail:***

P.O. Box 1036  
Adelaide Street Postal Station  
Toronto, Ontario M5C 2K4  
Attention: Corporate Actions

***By Hand, Courier or Registered Mail:***

**In Toronto**

1 Toronto Street, Suite 1200  
Toronto, Ontario M5C 2V6  
Attention: Corporate Actions

**Inquiries:**

North America Toll Free: 1-800-387-0825  
Outside North America: 416-682-3860  
Website: [www.astfinancial.com/ca-en](http://www.astfinancial.com/ca-en)  
E-Mail: [inquiries@astfinancial.com](mailto:inquiries@astfinancial.com)

*Any questions and requests for assistance may be directed by Chinook Shareholders to the Depositary at its telephone numbers and locations set out above.*

**Privacy Notice:** The Depositary is committed to protecting personal information. In the course of providing services, the Depositary receives non-public personal information about Chinook Shareholders from transactions the Depositary performs, forms a Chinook Shareholder may send to the Depositary or other communications the Depositary may have with a Chinook Shareholder and its representatives. This information could include a Chinook Shareholder's name, address, social insurance number, securities holdings and other financial information. The Depositary uses this to administer a Chinook Shareholder's account, to better serve client needs and for other lawful purposes relating to its services. The Depositary has prepared a Privacy Code to tell Chinook Shareholders more about its information practices and how their privacy is protected. It is available at the Depositary's website, at [www.astfinancial.com/ca-en](http://www.astfinancial.com/ca-en), or by writing to the Depositary at AST Trust Company (Canada), P.O. Box 7010, Adelaide Street Postal Station, Toronto, Ontario M5C 2W9. The Depositary will use any information a Chinook Shareholder provides with this Letter of Transmittal in order to process Chinook Shareholder's request and will consider a Chinook Shareholder's submission of this Letter of Transmittal as its consent to the above.