

The Instructions accompanying this Letter of Transmittal should be read carefully before this Letter of Transmittal is completed. You are strongly urged to read the accompanying Circular (as defined below) before completing this Letter of Transmittal.

This Letter of Transmittal is for use only by Registered Shareholders (as defined below). Shareholders (as defined below) whose Angus Shares (as defined below) are registered in the name of a broker, investment dealer, bank, trust company, trustee or other nominee should contact that nominee for assistance in depositing those Angus Shares and should follow the instructions of such nominee in order to deposit their Angus Shares.

## LETTER OF TRANSMITTAL FOR COMMON SHARES OF ANGUS GOLD INC.

This Letter of Transmittal is for use by registered holders (“**Registered Shareholders**”) of common shares (the “**Angus Shares**”) of Angus Gold Inc. (“**Angus**”) in connection with the proposed arrangement (the “**Arrangement**”) involving Angus and Wesdome Gold Mines Ltd. (“**Wesdome**”) that is being submitted for approval at the special meeting of shareholders (“**Shareholders**”), of Angus that is scheduled to be held on June 19, 2025, or any adjournment or postponement thereof (the “**Meeting**”) as described in the accompanying management information circular of Angus dated May 7, 2025 (the “**Circular**”). You may obtain an additional copy of the Circular under Angus’ profile on the System for Electronic Data Analysis and Retrieval +, accessible at [www.sedarplus.ca](http://www.sedarplus.ca). Capitalized terms used but not defined in this Letter of Transmittal have the meanings set out in the Circular. **You are encouraged to carefully review the Circular in its entirety and consult with your own investment and tax advisors prior to submitting a Letter of Transmittal.**

This Letter of Transmittal, properly completed and duly executed, together with all other required documents, must accompany certificate(s) or Direct Registration System statement(s) (“**DRS Statement**”), as applicable, for Angus Shares deposited in connection with the Arrangement. Assuming the Arrangement becomes effective, each holder of Angus Shares, other than any holder of Angus Shares who has validly exercised its dissent rights, will receive consideration (the “**Consideration**”) consisting of C\$0.62 in cash and 0.0095846645367412 of a common share of Wesdome (each whole share, a “**Wesdome Share**”) per each Angus Share held. In order for holders holding their ownership of Angus Shares in certificated form to receive the Consideration in exchange for their Angus Shares, such holders must deposit the certificate(s) representing their Angus Shares with the Depositary.

**Shareholders who are Eligible Holders may elect pursuant to subsection 85(1) or subsection 85(2) of the Tax Act, as applicable, and any corresponding provisions of any applicable provincial tax legislation, to defer some or all of the capital gain they would otherwise realize on the disposition of Angus Shares. Please refer to the Circular for details and Box F of this Letter of Transmittal.**

**TO: ANGUS GOLD INC.**

**AND TO: MARRELLI TRUST COMPANY LIMITED at its offices set out herein  
(the “Depositary”)**

**AND TO: WESDOME GOLD MINES LTD.**

In connection with the Arrangement being considered for approval at the Meeting and in order to receive the Consideration in exchange for their Angus Shares, the undersigned delivers to the Depositary the enclosed certificate(s), or DRS Statement(s), as applicable, for the Angus Shares (the “**Deposited Shares**”), details of which are as follows:

<b>Certificate Number(s) or DRS Statement Account Number</b>	<b>Name in Which Registered</b> <i>[Please fill in exactly as name(s) appear(s) on DRS Statement(s) or certificate(s)]</i>	<b>Number of Angus Shares Deposited</b>

*NOTE: If the space provided is insufficient, details may be listed on a separate schedule to this Letter of Transmittal.*

The undersigned transmits herewith the certificate(s) or DRS Statement(s), as applicable, described above for cancellation upon the Effective Time. The undersigned acknowledges receipt of the Circular and represents and warrants to each of Angus, Wesdome and the Depositary that: (i) the undersigned is the registered and legal owner of, and has good right and title and sufficient authority to deposit, sell and transfer, the Deposited Shares, and that such Deposited Shares represent all of the Angus Shares owned, directly or indirectly, by the undersigned; (ii) such Deposited Shares are owned by the undersigned free and clear of all mortgages, liens, charges, encumbrances, security interests and adverse claims; (iii) the Deposited Shares have not been sold, assigned or transferred (nor has any agreement been entered into to sell, assign or transfer any such Deposited Shares to any other person), and the undersigned will not, prior to the Effective Time, sell, assign or transfer, or permit to be sold, assigned or transferred, any Deposited Shares; (iv) the undersigned has full power and authority to execute and deliver this Letter of Transmittal and to deposit, sell, assign, transfer and deliver the Deposited Shares, and that when the Angus Shares are delivered, Angus, Wesdome or any affiliate thereof or successor thereto will not be subject to any adverse claim in respect of such Deposited Shares; (v) at the Effective Time, Wesdome will acquire good title to the Deposited Shares (as the same are modified pursuant to the Arrangement) free from all liens, charges, encumbrances, claims and equities; (vi) the surrender of the Deposited Shares complies with all applicable Laws; (vii) all information inserted by the undersigned into this Letter of Transmittal is complete, true and accurate; (viii) either the undersigned is not a U.S. Shareholder (as defined in Box C below), or the undersigned is a U.S. Shareholder and has completed and returned to the Depositary with this Letter of Transmittal a properly completed and executed Internal Revenue Service (“**IRS**”) Form W-9 (enclosed) or, where applicable, the appropriate IRS Form W-8 (see Instruction 8 below); and (ix) the delivery of the applicable Consideration will discharge any and all obligations of Angus, Wesdome and the Depositary with respect to the matters contemplated by this Letter of Transmittal and the Arrangement. These representations and warranties shall survive the completion of the Arrangement.

IN CONNECTION WITH THE ARRANGEMENT AND FOR VALUE RECEIVED at the Effective Time all of the right, title and interest of the undersigned in and to the Deposited Shares and in and to any and all dividends, distributions, payments, securities, rights, warrants, assets or other interests (collectively, “**distributions**”) which may be declared, paid, accrued, issued, distributed, made or transferred on or in respect of the Deposited Shares or any of them as and from the Effective Date, as well as the right of the undersigned to receive any and all distributions shall have been assigned to Wesdome.

The undersigned irrevocably constitutes and appoints the Depositary the true and lawful agent, attorney and attorney-in-fact of the undersigned with respect to the Deposited Shares purchased in connection with the Arrangement with full power of substitution (such power of attorney, being coupled with an interest, being irrevocable) to deliver the Consideration and to, in the name of and on behalf of the undersigned, (a) register or record the transfer of such Deposited Shares consisting of securities on the share register of Angus maintained by Marrelli Trust Company Limited (the “**Transfer Agent**”) prior to the Effective Time and Wesdome to the extent and in the manner provided under the Arrangement, and (b) execute and negotiate any cheques or other instruments, subject to confirmation by Angus of the funds payable to the undersigned, representing any such distribution payable to or to the order of the undersigned.

The undersigned revokes any and all other authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, previously conferred or agreed to be conferred by the undersigned at any time with respect to the Deposited Shares or any distributions other than as set out in this Letter of Transmittal and in

any proxy granted for use at the Meeting. Other than in connection with the Meeting, no subsequent authority, whether as agent, attorney-in-fact, attorney, proxy or otherwise, will be granted with respect to the Deposited Shares or any distributions by or on behalf of the undersigned, unless the Deposited Shares are not transferred to and acquired by Wesdome in connection with the Arrangement.

The undersigned covenants and agrees to execute all such documents, transfers and other assurances as may be necessary or desirable to convey the Deposited Shares and distributions effectively to Wesdome.

Each authority conferred or agreed to be conferred by the undersigned in this Letter of Transmittal shall survive the death, legal incapacity, bankruptcy or insolvency of the undersigned and may be exercised during any subsequent legal incapacity of the undersigned and all obligations of the undersigned in this Letter of Transmittal shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

The undersigned agrees that all questions as to validity, form, eligibility (including timely receipts) and acceptance of any Deposited Shares transferred in connection with the Arrangement shall be determined by Wesdome in its sole discretion and that such determination shall be final and binding and acknowledges that there is no duty or obligation upon Angus, Wesdome, the Depositary or any other person to give notice of any defect or irregularity in any such surrender of Deposited Shares and no liability will be incurred by any of them for failure to give any such notice.

The undersigned instructs the Depositary, upon the Arrangement becoming effective to mail (a) a cheque or wire, as applicable, representing the Cash Consideration to which the undersigned is entitled under the Arrangement in respect of the Deposited Shares, and (b) the DRS Statement(s) (or where requested, certificate(s)) for the Wesdome Shares representing the Share Consideration to which the undersigned is entitled under the Arrangement, promptly after the Effective Time by first class insured mail, postage pre-paid to the undersigned or to hold them for pick-up in accordance with the instructions below. Should the Arrangement not proceed for any reason, the deposited certificate(s) or DRS Statement(s), as applicable, and other relevant documents shall be returned to the undersigned at the last address of the undersigned as it appears on the securities register of Angus maintained by the Transfer Agent or, at the address set out below in Box B. The undersigned acknowledges that the delivery of (a) a cheque or wire, as applicable, representing the Cash Consideration to which the undersigned is entitled under the Arrangement in respect of the Deposited Shares, and (b) the DRS Statement(s) (or where requested, certificate(s)) for the Wesdome Shares representing the Share Consideration to which the undersigned is entitled under the Arrangement, will completely discharge any obligations of Angus, Wesdome and the Depositary with respect to the matters contemplated by this Letter of Transmittal.

It is understood that the undersigned will not receive the Consideration in respect of the Deposited Shares until the Arrangement is consummated and, in the case of certificated Deposited Shares, until the certificate(s) representing the Deposited Shares owned by the undersigned are received by the Depositary at the address set forth on the back of this Letter of Transmittal, together with a duly completed Letter of Transmittal and such additional documents as the Depositary may require, and until the same are processed by the Depositary. It is understood that under no circumstances will interest accrue or be paid in respect of the Deposited Shares in connection with the Arrangement.

The undersigned acknowledges that, in accordance with the Arrangement, Angus, Wesdome and the Depositary shall be entitled to deduct or withhold from any consideration payable or otherwise deliverable to any holder of Angus Shares, including holders of Angus Shares exercising Dissent Rights, such amounts as Angus, Wesdome or the Depositary are, or reasonably believe to be, required, entitled or permitted to deduct or withhold from such consideration under the Tax Act, the *United States Internal Revenue Code of 1986*, and the rules and regulations promulgated thereunder, any applicable provincial tax legislation and any other provision of Laws in respect of taxes, as amended. To the extent necessary, such deductions and withholdings may be effected by selling any Wesdome Shares to which such former Registered Shareholder is entitled under the Arrangement and any amount remaining following the sale, deduction and remittance shall be paid to the former Registered Shareholder as soon as reasonably practicable. Any sale will be made at prevailing market prices and none of Angus, Wesdome or the Depositary, as the case may be, shall be

under any obligation to obtain a particular price, or indemnify any Shareholder in respect of a particular price for the Wesdome Shares so sold. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the former Registered Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. The undersigned acknowledges that it has consulted or has had the opportunity to consult its own tax advisor with respect to the potential income tax consequences to it of the Arrangement, including any elections to be made in respect thereof. **If the undersigned is a U.S. Shareholder (as defined in Box C below), which includes a U.S. person (as defined in Instruction 8 below), the undersigned must also complete and return to the Depositary with this Letter of Transmittal a properly completed and signed IRS Form W-9 (enclosed) or, where applicable, the appropriate IRS Form W-8 (see Instruction 8 below).**

**No fractional Wesdome Share will be issued to any Shareholder in connection with the Arrangement. Where the aggregate number of Wesdome Shares to be issued to a Shareholder as the Consideration pursuant to the Arrangement Agreement would result in a fraction of a Wesdome Share being issuable, the number of Wesdome Shares to be received by such Shareholder shall be rounded down to the nearest whole Wesdome Share, and no compensation shall be paid in respect of such fractional Wesdome Share. Further, all amounts of Cash Consideration to be received under the Arrangement will be calculated to the nearest cent (C\$0.01). Shareholders should refer to the full text of the plan of arrangement (the “Plan of Arrangement”), which is appended to the Circular as Appendix “B”.**

**Registered Shareholders who do not deposit with the Depositary their certificate(s) or DRS Statement(s), as applicable, formerly representing Angus Shares and all other documents required by the Depositary on or before the sixth anniversary of the Effective Date shall lose their right to receive the Consideration in respect thereof and will not be paid any cash or other compensation. Shareholders should refer to the full text of the Plan of Arrangement.**

If the undersigned is in the United States, it understands and acknowledges that the Wesdome Shares to be received by it pursuant to the Arrangement have not been registered under the United States *Securities Act of 1933*, as amended (the “**U.S. Securities Act**”) and are being issued and exchanged in reliance upon the Section 3(a)(10) Exemption and exemptions from registration under applicable state Securities Laws. The restrictions on resale of the Wesdome Shares outstanding after the Effective Date imposed by the U.S. Securities Act will depend on whether the holder of the Wesdome Shares is an “affiliate” of Wesdome within 90 days prior to the Effective Date. As defined in Rule 144, an “affiliate” of an issuer is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer. Usually this includes the directors, executive officers and principal shareholders of the issuer. Any resale of such Wesdome Shares by such an affiliate (or former affiliate) may be subject to the registration requirements of the U.S. Securities Act absent an exemption therefrom, such as the exemptions contained in Rule 144 or Rule 904 of Regulation S under the U.S. Securities Act and as more fully described in the Circular.

By reason of the use by the undersigned of an English language form of Letter of Transmittal, the undersigned shall be deemed to have required that any contract evidenced by the Arrangement as accepted through this Letter of Transmittal, as well as all documents related thereto, be drawn exclusively in the English language. *En raison de l’usage d’une lettre d’envoi en langue anglaise par le soussigné, le soussigné et les destinataires sont présumés d’avoir requis que tout contrat attesté par l’arrangement et son acceptation par cette lettre d’envoi, de même que tous les documents qui s’y rapportent, soient rédigés exclusivement en langue anglaise.*

*[Remainder of page intentionally left blank.]*

**BOX A**  
**DELIVERY INSTRUCTIONS**

All cheques or wires, as applicable, and share entitlements will be issued and mailed to your existing registration unless otherwise stated. If you would like your cheque or wire, as applicable, or DRS Statement (or where requested, certificate) representing Wesdome Shares, mailed to you, please advise us by checking the relevant box(es) in this BOX A. If you would like your cheques or wires, as applicable, or certificate or DRS Statement issued to a different name or address, please complete BOX B and refer to INSTRUCTIONS 2 & 3.

- ☐ MAIL CHEQUE / DRS STATEMENT TO ADDRESS ON REGISTER **(DEFAULT)**
- ☐ MAIL CHEQUE / DRS STATEMENT TO A DIFFERENT ADDRESS **(MUST COMPLETE BOX B)**
- ☐ HOLD CHEQUE / SHARES FOR PICKUP AT THE OFFICE OF THE DEPOSITARY
- ☐ DELIVER FUNDS VIA WIRE\* (COMPLETE BOX G)

**BOX B**  
**SPECIAL DELIVERY INSTRUCTIONS**

To be completed ONLY if the cheque or wire, as applicable, or DRS Statement(s) (or where requested, certificate(s)) representing the Consideration to which the undersigned is entitled pursuant to the Arrangement is to be sent to someone other than as shown in the securities register of Angus, or, to an address other than the address shown in the registrar of Angus.

- ☐ SAME ADDRESS AS EXISTING REGISTRATION (DEFAULT); or

(NAME)

(STREET NUMBER & NAME)

(CITY AND PROVINCE/STATE)

(COUNTRY AND POSTAL/ZIP CODE)

(TELEPHONE NUMBER (BUSINESS HOURS))

(SOCIAL INSURANCE/SECURITY NUMBER)

*(SEE INSTRUCTIONS 2 & 3)*

**BOX C**

**Indicate whether you are a U.S. Shareholder (as defined below)  
or are acting on behalf of a U.S. Shareholder.**

- ☐ The undersigned represents that it is not a U.S. Shareholder and is not acting on behalf of a U.S. Shareholder.
- ☐ The undersigned represents that it is a U.S. Shareholder or is acting on behalf of a U.S. Shareholder.

A “U.S. Shareholder” is any Registered Shareholder that is either (i) a person whose address is located within the United States or any territory or possession thereof or who provides an address to which the Consideration is to be forwarded, if such address 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 in Instruction 8 below.

If you are a U.S. Shareholder or are acting on behalf of a U.S. Shareholder, then in order to avoid backup withholding of U.S. federal income tax you must provide a complete IRS Form W-9 included below or otherwise provide certification that the U.S. Shareholder is exempt from backup withholding, as provided in the instructions (See Instruction 8). If you are a U.S. Shareholder but you are not a U.S. person, then you must complete an appropriate IRS Form W-8 to avoid backup withholding. If you require an IRS Form W-8, please contact the Depositary. Such form is also available on the IRS website at [www.irs.gov](http://www.irs.gov).

**BOX D – SIGNATURE GUARANTEE**

Signature guaranteed by  
(if required under Instruction 3)

\_\_\_\_\_  
(Authorized Signature)

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

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

\_\_\_\_\_  
Area Code and Telephone Number

**BOX E - SIGNATURE**

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

\_\_\_\_\_  
(Signature of Shareholder or authorized representative)

\_\_\_\_\_  
(Signature of any joint holder)

\_\_\_\_\_  
(Name of Registered Shareholder)

\_\_\_\_\_  
(Name of authorized representative)

\_\_\_\_\_  
(Social Insurance Number or Taxpayer Identification Number)

\_\_\_\_\_  
(Daytime Telephone Number of Registered Shareholder  
or Authorized Representative)

\_\_\_\_\_  
(Daytime Facsimile Number of Registered Shareholder  
or authorized representative)

**BOX F****TAX DEFERRAL ELECTION FOR ELIGIBLE HOLDERS**

A beneficial owner of the Angus Shares represented by the shares listed in this Letter of Transmittal who is an Eligible Holder (as defined below) and receives Wesdome Shares pursuant to the Arrangement may be entitled to make a joint tax election under subsection 85(1) or subsection 85(2) of the Tax Act, as applicable, and the corresponding provisions of any applicable provincial tax legislation (a “**Section 85 Election**”) with Wesdome as described in the Circular under the heading “*Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada – Exchange of Angus Shares for Wesdome Shares and Cash – Section 85 Election*” if (a) the box below is checked, and (b) an email address is provided in the space below. Any such Eligible Holder will promptly receive a tax instruction letter providing instructions on how to make the Section 85 Election with Wesdome by email to the email address provided below.

☐ Check this box if the beneficial owner of the Angus Shares represented by the shares listed in this Letter of Transmittal (a) is an “Eligible Holder” (as defined below) entitled to make a Section 85 Election with Wesdome, and (b) may wish to make the Section 85 Election with Wesdome for the Eligible Holder’s Angus Shares disposed of under the Arrangement.

Email address: \_\_\_\_\_

None of Angus, Wesdome, or any successor corporation will be responsible for the proper completion and filing of any Section 85 Election forms and, except for the obligation to sign and return any duly completed Section 85 Election forms which are received within 90 days of the Effective Date, for any taxes, interest or penalties arising as a result of the failure of an Eligible Holder to properly or timely complete and file such Section 85 Election forms in the form and manner prescribed by the Tax Act (or any applicable provincial legislation). Eligible Holders are cautioned that Wesdome will have no obligation, and does not intend, to make a Section 85 Election with any Eligible Holder who does not comply strictly with the procedures and timelines set out in this Letter of Transmittal and the tax instruction letter. In its sole discretion, Wesdome or any successor corporation may choose to execute and deliver a Section 85 Election form to an Eligible Holder that does not provide the necessary information within the Section 85 Election Period, but will have no obligation to do so.

“**Eligible Holder**” means a beneficial holder of Angus Shares that is: (i) a resident of Canada for the purposes of the Tax Act and not exempt from tax under Part I of the Tax Act; or (ii) a partnership any member of which is a resident of Canada for the purposes of the Tax Act (other than a partnership all members of which that are residents of Canada are exempt from tax

under Part I of the Tax Act).

Each Eligible Holder should consult their own tax advisor as to whether they should make a Section 85 Election and the process for doing so.

## BOX G

WIRE PAYMENT\*

\*PLEASE NOTE THAT THERE IS A \$100 (PLUS APPLICABLE TAXES) BANKING FEE ON WIRE PAYMENTS. ALTERNATIVELY, CHEQUE PAYMENTS ARE ISSUED AT NO ADDITIONAL COST

\*IF WIRE DETAILS ARE INCORRECT OR INCOMPLETE, MARRELLI WILL ATTEMPT TO CONTACT YOU AND CORRECT THE ISSUE. HOWEVER, IF WE CANNOT CORRECT THE ISSUE PROMPTLY, A CHEQUE WILL BE AUTOMATICALLY ISSUED AND MAILED TO THE ADDRESS ON RECORD. NO FEES WILL BE CHARGED

Please provide email address and phone number in the event that we need to contact you for corrective measures:

EMAIL ADDRESS: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

\*\*Beneficiary Name(s) that appears on the account at your financial institution – this **MUST** be the same name and address that your shares are registered to

\*\*Beneficiary Address (Note: PO Boxes will not be accepted)

\*\*City

\*\*Province/State

\*\*Postal Code/Zip Code

\*\*Beneficiary Bank/Financial Institution

\*\*Bank Address

\*\*City

\*\*Province/State

\*\*Postal Code/Zip Code

PLEASE ONLY COMPLETE THE APPLICABLE BOXES BELOW, AS PROVIDED BY YOUR FINANCIAL INSTITUTION. YOU ARE NOT REQUIRED TO COMPLETE ALL BOXES

\*\*Bank Account No.

Bank No. & Transit No. (Canadian Banks)

(3 digits & 5 digits)

ABA/Routing No. (US Banks)

(9 digits)

SWIFT or BIC Code

(11 characters – if you only have eight, put 'XXX' for the last three)

IBAN Number

Sort Code (GBP)

Additional Notes and special routing instructions:

\*\* Mandatory fields



**SHAREHOLDER SIGNATURE(S)**

Signature guaranteed by (if required under Instruction 3)

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

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

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

Dated: \_\_\_\_\_, 202\_\_\_\_

\_\_\_\_\_  
Signature of Shareholder or authorized representative (see Instructions 2 and 4)

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Telephone No

\_\_\_\_\_  
Name of authorized representative, if applicable  
(please print or type)

## **INSTRUCTIONS**

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

Registered Shareholders should read the accompanying Circular prior to completing this Letter of Transmittal. Capitalized terms used but not defined in this Letter of Transmittal have the meanings set out in the Circular. In order for a Registered Shareholder to receive the Consideration, such holders must deposit the certificate(s) or DRS Statement(s), as applicable, representing their Angus Shares with the Depositary. This Letter of Transmittal properly completed and duly executed, together with all other documents and instruments referred to in this Letter of Transmittal or reasonably requested by the Depositary, must accompany all certificates or DRS Statement(s), as applicable, representing Angus Shares deposited for payment pursuant to the Arrangement.

Each of Angus and Wesdome 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 and/or accompanying documents received by it.

The method used to deliver this Letter of Transmittal and any accompanying certificate(s) and/or DRS Statement(s), as applicable, representing Angus Shares is at the option and risk of the holder, and delivery will be deemed effective only when such documents are actually received by the Depositary. Wesdome recommends that the necessary documentation be delivered, properly insured, to the Depositary at its office(s) specified on the last page of this Letter of Transmittal, through the use of registered mail with return receipt requested. In order to receive the Consideration under the Arrangement in exchange for the Deposited Shares, it is recommended that the foregoing documents be received by the Depositary as soon as possible prior to the Effective Date. A Shareholder whose Angus Shares are registered in the name of a broker, investment dealer, bank, trust company or other nominee should contact that nominee for assistance in depositing those Angus Shares.

If the Wesdome Shares to be issued to the undersigned as the Share Consideration to which the undersigned is entitled under the Arrangement and a cheque or wire, as applicable, representing the Cash Consideration to which the undersigned is entitled under the Arrangement are to be issued in the name of a person other than the registered owner as shown on the securities register of Angus, or if such Wesdome Shares and a cheque or wire, as applicable, representing such Cash Consideration are to be mailed to someone other than the registered owner as shown on the securities register of Angus, such person must complete Box B on this Letter of Transmittal and follow Instruction 2 and 3 below.

The cheque or wire, as applicable, representing the Cash Consideration to which the undersigned is entitled under the Arrangement and DRS Statement or certificate(s) for the Wesdome Shares representing the Share Consideration to which the undersigned is entitled under the Arrangement will be issued in the name of the registered holder indicated on the securities register of Angus and delivered by e-mail to the address indicated in Box A or mailed to the last address indicated on the securities register of Angus, as applicable (unless another address has been provided in Box B). If neither Box A nor Box B is completed, the cheque or wire, as applicable, representing the cash to which the undersigned is entitled under the Arrangement and any DRS Statement or certificates representing the Wesdome Shares issued in exchange for the Deposited Shares will be issued in the name of the registered holder of the Deposited Shares and will be mailed to the last address of the registered holder of the Deposited Shares as it appears on the securities register of Angus. Any DRS Statements or certificates e-mailed or mailed in accordance with this Letter of Transmittal will be deemed to be delivered at the time of mailing.

### **2. Signatures**

This Letter of Transmittal must be filled in and signed by the holder of Angus Shares described above or by such holder's duly authorized representative (in accordance with Instruction 4).

- (a) If this Letter of Transmittal is signed by the registered holder(s) of the accompanying certificate(s) or DRS Statement(s), as applicable, representing Angus Shares, such signature(s) on this Letter of

Transmittal must correspond with the names(s) as registered or as written on the face of such certificate(s) or DRS Statement(s), as applicable, without any change whatsoever, and the certificate(s) or DRS Statement(s), as applicable, need not be endorsed. If such deposited certificate(s) or DRS Statement(s), as applicable, evidences Angus Shares that are held of record by two or more joint holders, all such holders must sign the Letter of Transmittal.

- (b) If this Letter of Transmittal is signed by a person other than the registered holder(s) of the accompanying certificate(s) or DRS Statement(s), as applicable, representing the Angus Shares:
  - (i) such deposited certificate(s) or DRS Statement(s), as applicable, must be endorsed or be accompanied by an appropriate share transfer power of attorney duly and properly completed by the registered holder(s); and
  - (ii) the signature(s) on such endorsement or share transfer power of attorney must correspond exactly to the name(s) of the registered holder(s) as registered or as appearing on the certificate(s) or DRS Statement(s), as applicable, and must be guaranteed as noted in Instruction 3 below.
- (c) If any of the Deposited Shares are registered in different names on several certificate(s) or DRS Statement(s), as applicable, it will be necessary to complete, sign and submit as many separate Letters of Transmittal as there are different registrations of such Deposited Shares.

### **3. Guarantee of Signatures**

If (i) this Letter of Transmittal is signed by a person other than the registered holder(s) of the Deposited Shares, (ii) in the event the Arrangement is not completed and Deposited Shares are to be returned to a person other than such registered holder(s) or sent to an address other than the address of the registered holder(s) as shown on the share register of Angus as maintained by the Transfer Agent, or (iii) the Wesdome Shares are to be issued or delivered in the name of a person other than the registered holder of the Deposited Shares, such signature(s) must be guaranteed by an Eligible Institution (as defined below), or in some other manner satisfactory to the Depositary (except that no guarantee is required if the signature is that of an Eligible Institution).

An “Eligible Institution” means a Canadian Schedule I chartered bank, a major trust company in Canada, a commercial bank or trust company in the United States, a member of the Securities Transfer Association 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 and the United States, members of the Investment Industry Regulatory Organization of Canada, members of the Financial Industry Regulatory Authority or banks and trust companies in the United States.

### **4. Fiduciaries, Representatives and Authorizations**

Where this Letter of Transmittal is executed by a person acting as an executor, administrator, trustee, guardian, corporation, partnership or association, or on behalf of a corporation, partnership or association or is executed by any other person acting in a representative capacity, this Letter of Transmittal must be accompanied by satisfactory evidence of the authority to act. Either Angus or the Depositary, at its discretion, may require additional evidence of authority or additional documentation.

### **5. Miscellaneous**

- (a) If the space on this Letter of Transmittal is insufficient to list all certificate(s) or DRS Statement(s), as applicable, for Deposited Shares, additional certificate or DRS Statement numbers, as applicable, and number of Deposited Shares may be included on a separate signed list affixed to this Letter of Transmittal.
- (b) If any Deposited Shares are registered in different names or different forms (e.g. “John Doe” and “J.

Doe”) a separate Letter of Transmittal should be signed for each different registration.

- (c) No alternative, conditional or contingent deposits of Deposited Shares will be accepted, and no fractional Wesdome Shares will be issued. Fractions will be rounded down to the nearest whole number of Wesdome Shares.
- (d) The Arrangement and this Letter of Transmittal will be construed in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
- (e) Additional copies of the Circular and this Letter of Transmittal may be obtained from the Depositary at any of its respective offices at the addresses listed below.
- (f) Under no circumstances will any amount be paid by Angus, Wesdome or the Depositary by reason of any delay in exchanging any Angus Shares to any person on account of Angus Shares accepted for exchange pursuant to the Arrangement.
- (g) All questions as to the validity, form, eligibility (including timely receipt) and acceptance of any of the Deposited Shares shall be determined by Wesdome in its sole discretion. Shareholders agree that such determination shall be final and binding. Wesdome reserves the absolute right, in its sole discretion, to reject any and all deposits which it determines not to be in proper form or which may be unlawful to accept under the laws of any jurisdiction or to waive any defects or irregularities in the deposit of any Angus Shares. No deposit of any Angus Shares will be deemed to be properly made until all defects and irregularities have been cured or waived. There shall be no duty or obligation on Angus, Wesdome or the Depositary or any other person to give notice of any defects or irregularities in any deposit and no liability shall be incurred by any of them for failure to give such notice. Wesdome’s interpretation of the terms and conditions of the Arrangement, the Circular and this Letter of Transmittal will be final and binding.

## **6. Lost Certificates**

**This section does not apply to DRS Statements.** If a share certificate has been lost, stolen or destroyed, this Letter of Transmittal should be completed as fully as possible and forwarded together with an affidavit describing the loss to the Depositary. The Depositary will respond with the replacement requirements which may include a bonding requirement or any other manner satisfactory to the Depositary, Wesdome and Angus that must be satisfied in order for the undersigned to receive the Consideration in accordance with the Arrangement.

## **7. Cancellation of Rights after Six Years**

**Pursuant to the terms of the Arrangement, any certificate(s) or DRS Statement(s), as applicable, formerly representing Angus Shares that are not deposited with the Depositary together with a duly completed Letter of Transmittal and any other documents the Depositary reasonably requires, on or before the sixth anniversary of the Effective Date, shall cease to represent a right or claim of any kind or nature and the right of the holder of certificate(s) or DRS Statement(s), as applicable, representing Angus Shares to receive the Consideration (including any consideration previously held by the Transfer Agent in trust for any registered holder of Angus Shares) shall be deemed to be surrendered together with all dividends or distributions thereon held for such holder (less any applicable withholding tax).**

## **8. U.S. Federal Income Tax and Backup Withholding**

The following does not constitute a summary of the tax consequences of the Arrangement, and Registered Shareholders should review the discussion in the Circular under the heading “Certain Canadian Federal Income Tax Considerations – Holders Not Resident in Canada” and consult with their own tax advisors regarding the tax consequences of the Arrangement.

Each U.S. Shareholder is required to provide the Depositary with a correct Taxpayer Identification Number or Employer Identification Number (“TIN”) on the IRS Form W-9, which is provided above, and to certify whether such holder is subject to backup withholding of U.S. federal income tax. Failure to provide the information in the IRS Form W-9 may subject a U.S. Shareholder to penalties imposed by the IRS and 24% backup withholding on any gross cash consideration due to such holder in connection with the Arrangement. Backup withholding is not an additional tax. Rather, the U.S. federal income 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 the holder from the IRS, provided that the required information is timely furnished to the IRS. The Depositary cannot refund amounts withheld by reason of backup withholding. Failure to provide a correct TIN may result in additional fines. More serious penalties may be imposed for providing false information which, if willfully done, may result in fines and/or imprisonment.

For purposes of this Letter of Transmittal, you are a “U.S. person” if you are (a) an individual citizen or resident alien of the United States as determined for U.S. federal income tax purposes; (b) a corporation (including an entity taxable as a corporation) created or organized in or under the laws of the United States or any state in the United States or the District of Columbia or otherwise classified as a U.S. domestic corporation for U.S. federal income tax purposes; (c) an estate the income of which is subject to United States federal income tax regardless of its source; (d) a trust if: (i) a court within the United States is able to exercise primary jurisdiction over its administration and one or more U.S. persons have the authority to control all substantial decisions of the trust; or (ii) that has a valid election in effect under applicable Treasury regulations to be treated as a U.S. person; or (e) a partnership, limited liability company or other entity classified as a partnership for United States federal income tax purposes that is created or organized in or under the laws of the United States or any state in the United States or the District of Columbia.

Exempt holders are not subject to backup withholding requirements. To prevent possible erroneous backup withholding, an exempt holder must enter its correct TIN in the IRS Form W-9 and sign and date the form. If a U.S. Shareholder has not been issued a TIN and has applied for one or intends to apply for one in the near future, such holder should write “Applied For” in the space provided for the TIN in the IRS Form W-9, and sign and date the IRS Form W-9 and the Certificate of Awaiting Taxpayer Identification Number. If “Applied For” is written in the IRS Form W-9 and the Depositary is not provided with a TIN within 60 days, the Depositary may withhold 24% of all cash consideration due to such holder in connection with the Arrangement until a TIN is provided to the Depositary.

If the IRS Form W-9 is not applicable to a U.S. Shareholder because such U.S. Shareholder is not a U.S. person, such U.S. Shareholder will instead need to submit an appropriate and properly completed IRS Form W-8, signed under penalty of perjury, to avoid backup withholding. An appropriate IRS Form W-8 may be obtained from the Depositary or from the IRS website at <http://www.irs.gov>.

**A U.S. SHAREHOLDER WHO FAILS TO PROPERLY COMPLETE THE IRS FORM W-9 SET OUT IN THIS LETTER OF TRANSMITTAL OR THE APPROPRIATE IRS FORM W-8 MAY BE SUBJECT TO PENALTIES IMPOSED BY THE IRS AND BACKUP WITHHOLDING OF 24% OF THE GROSS CASH CONSIDERATION PAYABLE 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 TIMELY FILING A CLAIM FOR REFUND WITH THE IRS. THE DEPOSITARY CANNOT REFUND AMOUNTS WITHHELD BY REASON OF BACKUP WITHHOLDING.**

**EACH REGISTERED SHAREHOLDER IS URGED TO CONSULT HIS, HER OR ITS OWN TAX ADVISOR TO DETERMINE WHETHER SUCH HOLDER IS REQUIRED TO FURNISH AN IRS FORM W-9 OR THE APPROPRIATE IRS FORM W-8 OR IS EXEMPT FROM BACKUP WITHHOLDING AND INFORMATION REPORTING.**

## **9. Privacy Notice**

The Depositary is committed to protecting your personal information. In the course of providing services to you and our corporate clients, the Depositary receives non-public personal information about you from transactions the Depositary performs for you, forms you send the Depositary, other communications the Depositary has with you or your representatives, etc. This information could include your name, contact details (such as residential address, correspondence address, email address), social insurance number, survey responses, securities holdings and other financial information. The Depositary uses this to administer your account, to better serve you and our clients' needs and for other lawful purposes relating to our services. The Depositary may transfer personal information to other companies located outside of your province within Canada, or outside of Canada that provide data processing and storage or other support in order to facilitate the services it provides. Where the Depositary shares your personal information with other companies to provide services to you, the Depositary ensures they have adequate safeguards to protect your personal information as per applicable privacy laws. The Depositary also ensures the protection of rights of data subjects under the General Data Protection Regulation, where applicable. The Depositary has prepared a Privacy Code to tell you more about its information practices, how your privacy is protected and how to contact its Chief Privacy Officer. It is available at the Depositary's website, [www.marrellitrust.ca](http://www.marrellitrust.ca), or by writing to the Depositary at 82 Richmond Street East, Toronto, ON M5C 1P1.

#### **10. Payment Entitlement Pickup Locations**

Entitlements may be picked up at the office of the Depositary in Toronto at 82 Richmond Street East, Toronto, ON M5C 1P1.

**The Depositary is:**

**MARRELLI TRUST COMPANY LIMITED**

***By Hand, Mail or by Courier***

c/o DSA Corporate Services Limited Partnership  
Richmond Street East,  
Toronto, ON  
M5C 1P1

***For Inquiries Only***

Toll Free: 1-844-682-5888  
E-Mail: [info@marrellitrust.ca](mailto:info@marrellitrust.ca)