

**THIS LETTER OF TRANSMITTAL AND ELECTION FORM IS FOR USE ONLY IN CONJUNCTION WITH THE PLAN OF ARRANGEMENT INVOLVING, AMONG OTHERS: (A) JOURNEY ENERGY INC.; (B) BRIKO ENERGY CORP.; AND (C) HOLDERS OF COMMON SHARES OF BRIKO ENERGY CORP.**

*This Letter of Transmittal and Election Form must be validly completed, duly executed and returned to the Depositary in a timely basis in accordance with the instructions contained herein. The instructions accompanying this Letter of Transmittal and Election Form should be read carefully before completing this Letter of Transmittal and Election Form. The Depositary (see back page of this document for address, telephone number, and email address) or your broker or other financial advisor will assist you in completing this Letter of Transmittal and Election Form.*

THE DEADLINE FOR SHAREHOLDERS OF BRIKO ENERGY CORP. TO MAKE THE CONSIDERATION ELECTION REFERRED TO HEREIN IS AT 5:00 P.M. (CALGARY TIME) ON THE SECOND BUSINESS DAY IMMEDIATELY PRIOR TO THE DATE OF THE MEETING OR, IF THE MEETING IS ADJOURNED, THE ADJOURNED MEETING.

ACCORDINGLY THE ELECTION DEADLINE IS CURRENTLY ANTICIPATED TO BE AT 5:00 P.M. (CALGARY TIME) ON AUGUST 10, 2021.

## **LETTER OF TRANSMITTAL AND ELECTION FORM**

with respect to the deposit of Common Shares

of

**BRIKO ENERGY CORP.**

**Please read the Instructions set out below carefully before completing this Letter of Transmittal and Election Form.**

**TO: JOURNEY ENERGY INC.**  
**AND TO: BRIKO ENERGY CORP.**  
**AND TO: COMPUTERSHARE INVESTOR SERVICES INC. (THE "DEPOSITARY")**

This letter of transmittal and election form (the "**Letter of Transmittal and Election Form**") is for use by registered holders of common shares (the "**Briko Shares**") of Briko Energy Corp. ("**Briko**") in connection with the proposed plan of arrangement (the "**Arrangement**" or the "**Plan of Arrangement**") involving, among others, Journey Energy Inc. ("**Journey**"), Briko and the holders of Briko Shares (the "**Briko Shareholders**"), all as more particularly described in the accompanying management information circular of Briko dated June 30, 2021 (the "**Information Circular**") with respect to the annual general and special meeting of Briko Shareholders (the "**Briko Meeting**"), to be held on August 12, 2021 to consider the Arrangement. A copy of the Arrangement Agreement and the Plan of Arrangement can be found in the Information Circular. **Capitalized terms used but not defined in this Letter of Transmittal and Election Form have the respective meanings given to them in the Information Circular.**

For registered holders of Briko Shares, the Depositary or your broker or other financial advisor can assist you in completing this Letter of Transmittal and Election Form (see back page of this document for address, telephone number and email address of the Depositary). In order for a Briko Shareholder to receive the consideration to which they are entitled, such Briko Shareholder is required to deposit with the Depositary a properly completed and duly executed Letter of Transmittal and Election Form, along with the certificates or written "book based" direct registration system statements ("**DRS Statements**") representing Briko Shares held by them and any other documents required by the Depositary.

Non-registered holders whose Briko Shares are registered in the name of a broker, dealer, bank, trust company or other nominee should immediately contact such registered holder for assistance.

**Please complete each of the steps set out below in order after carefully reading the Instructions starting on page 13 of this Letter of Transmittal and Election Form.**

Briko Shareholders will not receive the consideration to which they are entitled under the Arrangement until they submit, if applicable, their certificates or DRS Statements representing their Briko Shares to the Depositary along with a validly and duly executed completed Letter of Transmittal and Election Form and other required documents. After doing so, Briko Shareholders will receive, subject to the proration provisions outlined in subsection 3.1(d) of the Plan of Arrangement, as more particularly described in the Information Circular:

- a cheque representing the cash to which they are entitled; and
- instead of a share certificate, a DRS Statement, representing the common shares in the capital of Journey (the "**Journey Shares**") to which they are entitled.

**STEP 1: DEPOSIT OF BRIKO SHARES**

The undersigned hereby irrevocably delivers and deposits the enclosed certificate(s) or DRS Statement for Briko Shares, the details of which are as follows:

**DESCRIPTION OF BRIKO SHARES DEPOSITED**

(if insufficient space, attach a list in the form below)

Number of Briko Shares Deposited	Certificate No(s). (if available/applicable) or DRS Statement control number	Name in which Registered (please print and fill in exactly as name(s) appear on the certificate(s) or DRS Statement, if applicable)
Total:		

**(Please print or type. If space is insufficient, please attach a list to this Letter of Transmittal and Election Form in the above form.)**

- Some or all of my Briko Share certificates have been lost, stolen or destroyed. **(Check box if applicable).**  
**(Please review Box D and Instruction 8 for the procedure in respect of lost, stolen or destroyed certificates.)**

## STEP 2: ELECTION OF CASH AND/OR JOURNEY SHARES

Pursuant to the Arrangement, the undersigned hereby elects to receive one of the following forms of consideration for all of the deposited Briko Shares in connection with the Arrangement. Briko Shareholders may elect to receive cash (the "**Cash Consideration**") (Choice A), OR Journey Shares (the "**Share Consideration**") (Choice B), OR any combination of the Cash Consideration and the Share Consideration (Choice C) (each, a "**Consideration Choice**"). The Cash Consideration payable pursuant to the Arrangement will be paid in Canadian dollars.

**Briko Shareholders may choose only ONE of the choices below (please mark):**

- Choice A - The CASH CONSIDERATION (being \$0.5896 for each Briko Share, subject to the Cash Maximum)**
- Choice B - The SHARE CONSIDERATION (being 0.556226 of a Journey Share for each Briko Share held)**
- Choice C - COMBINATION of the CASH CONSIDERATION and the SHARE CONSIDERATION AS FOLLOWS:**

\_\_\_\_\_ Briko Shares deposited for Cash Consideration; and

\_\_\_\_\_ Briko Shares deposited for Share Consideration.

The total number of Briko Shares deposited under Choice C - *Combination of the Cash Consideration and the Share Consideration* must equal the total number of Briko Shares deposited. Where the total number of Briko Shares filled in does not match the total number of Briko Shares being deposited or the election is not properly made then the Briko Shareholder will be deemed to make the Consideration Choice as set forth below.

Fractional Journey Shares will not be issued. In lieu of any fractional Journey Share, each holder of Briko Shares otherwise entitled to a fractional interest in a Journey Share will only be entitled to receive the lowest whole number of Journey Shares (with all fractions being rounded down). Any amounts of Cash Consideration will be rounded to the nearest whole cent.

Notwithstanding the elections made by Briko Shareholders herein, the consideration payable to Briko Shareholders by Journey for their Briko Shares is subject to a maximum cash amount equal to \$2,900,000 (the "**Cash Maximum**"). **Accordingly, notwithstanding the elections made by Briko Shareholders herein, each Briko Shareholder may receive a combination of the Cash Consideration and the Share Consideration, depending on the elections made by all Briko Shareholders.** In the event Briko Shareholders collectively elect (or are deemed to elect) to receive, with respect to all or a portion of their Briko Shares, an aggregate amount of Cash Consideration that is more than the Cash Maximum, a pro rata adjustment to the consideration elected to be received will be made such that the total amount of cash paid to Briko Shareholders is equal to the Cash Maximum and each holder of Briko Shares that has elected (or is deemed to have elected) to receive the Briko Consideration will instead receive the Share Consideration for a portion of such holder's Briko Shares. If Share Consideration is to be distributed to a Briko Shareholder, such Journey Shares will be issued and delivered to Briko Shareholders in the form of Journey Shares as directed in Box A of Step 4 of this Letter of Transmittal and Election Form.

**Any Briko Shareholder who is not a Non-Resident (as defined in paragraph 5 of Step 3 below) and fails to duly complete the Letter of Transmittal and Election Form electing a Consideration Choice or who does not properly elect a Consideration Choice in the Letter of Transmittal and Election Form with respect to any Briko Shares deposited by such Briko Shareholder pursuant to the Arrangement, in either case by 5:00 p.m. (Calgary Time) on August 10, 2021 (the "Election Deadline"), will be deemed to have elected to receive 44% in Cash Consideration rounded down to the nearest whole Briko Share and 56% in Share Consideration rounded up to the nearest whole Briko Share, subject to the pro ration noted above.**

**Any Briko Shareholder who is a Non-Resident (as defined in paragraph 5 of Step 3 below, including any Briko Shareholder who is not a Non-Resident but fails to make the representation and warranty by checking Box E) and fails to duly complete the Letter of Transmittal and Election Form electing a Consideration Choice or who does not properly elect a Consideration Choice in the Letter of Transmittal and Election Form with respect to any Briko Shares deposited by such Briko Shareholder pursuant to the Arrangement, in either case by the Election Deadline, will be deemed to have elected to receive 44% in Cash Consideration rounded down to the nearest whole Briko Share and 56% in Share Consideration rounded up to the nearest whole Briko Share, subject to the pro ration noted above.**

### STEP 3: REPRESENTATIONS, WARRANTIES, COVENANTS AND ACKNOWLEDGEMENTS

The undersigned Briko Shareholder:

1. acknowledges receipt of the Information Circular;
2. delivers the enclosed certificate(s) or DRS Statement representing Briko Shares (or has made provisions for delivery of such certificate(s) or DRS Statement representing Briko Shares to the Depositary) and acknowledges that if the Arrangement is approved at the Briko Meeting, including any adjournment thereof, unless the Arrangement is not subsequently completed, the deposit of Briko Shares pursuant to this Letter of Transmittal and Election Form is irrevocable;
3. as at the Effective Time, 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 Briko Shares being deposited and agrees that, except as provided herein, no subsequent authority, other than a proxy granted for use at the Briko Meeting, whether as agent, attorney-in-fact, attorney, proxy or otherwise, will be granted with respect to the Briko Shares being deposited, by or on behalf of the undersigned;
4. represents and warrants that:
  - (a)
    - (i) if the undersigned is a body corporate: (A) it is duly incorporated, organized and subsisting under the laws of its jurisdiction of formation; (B) the completion of the transactions contemplated by herein have been duly authorized by all necessary corporate action on the part of the undersigned; and (C) it has the corporate power and authority to enter into and deliver the Letter of Transmittal and Election Form and perform its obligations under the Letter of Transmittal and Election Form, including the deposit of the Briko Shares;
    - (ii) if the undersigned is an individual, he or she: (A) is 18 years of age or older; and (B) has the capacity to execute and deliver the Letter of Transmittal and Election Form and perform his or her obligations under the Letter of Transmittal and Election Form, including the deposit, of the Briko Shares;
  - (b) the Letter of Transmittal and Election Form has been duly executed and delivered by it and the deposit of the Briko Shares constitutes valid and binding obligations of the undersigned enforceable against the undersigned in accordance with its terms, subject to bankruptcy, insolvency, preference, reorganization, moratorium and other similar laws affecting creditors' right generally and the discretion of courts with respect to equitable and discretionary remedies and defences;
  - (c) the execution and delivery of, and the performance of its obligations under, the Letter of Transmittal and Election Form and the deposit of the Briko Shares, do not and will not as at the Election Deadline: (i) violate or conflict with any applicable law and, if the undersigned is a corporation, its constituting documents; (ii) give rise to any rights of first refusal or other pre-emptive, preferential or similar rights to purchase any of the Briko Shares so deposited; or (iii) create or allow the creation of a pledge, lien, charge, mortgage, assignment by way of security, conditional sale, title retention arrangement or other security interest, an option to purchase, and any other adverse claim or encumbrance, whether similar or dissimilar to the foregoing upon any of the Briko Shares;
  - (d) there are no approvals or authorizations required to be obtained by the undersigned in respect of the execution and delivery of the Letter of Transmittal and Election Form by it or the deposit of such Briko Shares;
  - (e) it has good and marketable title to or has all necessary power and authority to sell, assign, transfer and convey good and marketable title to such Briko Shares free and clear of all pledges, liens, charges, mortgages, assignments by way of security, conditional sale, title retention arrangement or other security interest, an option to purchase, and any other adverse claim or encumbrance, whether similar or dissimilar to the foregoing, other than relating to the Arrangement;
  - (f) other than Journey, no person has any rights, contingent or vested, including any right of first refusal, right of first offer or other similar preferential right, to acquire any of such Briko Shares;

- (g) it has not incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees in respect of the transactions contemplated by the Arrangement for which Journey or Briko shall have any obligation or liability;
  - (h) it is not a party to, nor are such Briko Shares subject to, any shareholders' agreement (including any unanimous shareholders' agreement), pooling agreement, voting trust, escrow agreement or other similar agreement pertaining to the ownership, voting or disposition of such Briko Shares;
  - (i) it has not received notice of any claim, demand, lawsuit, proceeding, hearing, arbitration or governmental investigation ("**Claim**"), and is not aware of any Claim or potential Claim, actual or threatened, by or against it which prevents, impairs or otherwise negatively affects the ability of the undersigned to, or which could reasonably be expected to prevent, impair or otherwise negatively affect the ability of the undersigned to, sell, transfer or assign any of such Briko Shares that would adversely affect the ability to accept the Arrangement or survive acceptance; and
  - (j) the deposit of such Briko Shares complies with applicable securities laws;
5. acknowledges the undersigned must indicate whether the undersigned (and if the beneficial owner of such Briko Shares is different than the undersigned, the beneficial owner) is not a "Non-Resident" or is a "Non-Resident" (for this purpose a Non-Resident is defined as either: (i) a person who is not a resident of Canada for the purposes of the Tax Act; or (ii) a partnership that is not a "Canadian partnership" as defined in the Tax Act) and where such Briko Shareholder (or the beneficial owner, if applicable) is not a Non-Resident, the undersigned has provided the representation and warranty as to such status by checking **Box E of Step 4** below and where the undersigned has not checked Box E, such Briko Shareholder will be treated as being a Non-Resident regardless of whether in fact such Briko Shareholder (or the beneficial owner, if applicable) is a not a Non-Resident;
  6. acknowledges that upon valid election to receive the Share Consideration (or ultimately receives Share Consideration) in exchange for some or all Briko Shares deposited (i) it shall be entitled to make an income tax election, pursuant to subsection 85(1) or 85(2) of the Income Tax Act (Canada) (the "**Tax Act**"), as applicable (and the analogous provisions of provincial or territorial income tax law), by filing a duly completed income tax election, in accordance with the pre-signed version of such form made available on Journey's website and in accordance with the limits set out in the Tax Act, with the details of the number of Briko Shares transferred to Journey and the applicable agreed amount or amounts for the purposes of such election, subject to the election form complying with the provisions of the Tax Act (or applicable provincial or territorial income tax law); (ii) Journey will not be responsible for the proper completion of any election form, except for the obligation of Journey to make such pre-signed election forms available on its website; (iii) Journey will not be responsible for any taxes, interest or penalties resulting from the failure by a Briko Shareholder to properly complete or file the election forms in the form and manner and within the time prescribed by the Tax Act (or any applicable provincial or territorial legislation);
  7. upon the completion of the Arrangement, directs the Depositary to issue or cause to be issued the cheque(s) representing cash and/or the DRS Statement(s) representing Journey Shares, in each case to which the undersigned is entitled for the Briko Shares under the Arrangement in the name indicated below and to send such cheque(s) and/or DRS Statements by first class insured mail, postage prepaid, to the address, or hold the same for pick-up, as indicated below;
  8. if the Arrangement is not completed, directs the Depositary to return the certificates or DRS Statement for Briko Shares to the address indicated below (and if no name, address or delivery instructions are indicated, to the undersigned at the address of the undersigned as shown on the register maintained by Briko's transfer agent on its behalf);
  9. acknowledges that Briko and Journey may be required to disclose personal information in respect of the undersigned to: (i) stock exchanges or security regulatory authorities; (ii) the Depositary; (iii) any of the parties to the Arrangement; and (iv) legal counsel to any of the parties to the Arrangement;
  10. acknowledges that the covenants, representations and warranties of the undersigned contained herein shall survive the completion of the Arrangement;
  11. irrevocably constitutes and appoints any officer of Journey, and each of them, and any other person designated by Journey in writing, as the true and lawful agent, attorney and attorney-in-fact and proxy of the undersigned with respect to the Briko Shares deposited hereunder, effective on and after the Effective Date, with full power of substitution, in the name of and on behalf of the undersigned (such power of attorney being deemed to be an irrevocable power coupled with an interest): (a) to register or record, transfer and enter the transfer of such Briko Shares on the appropriate register of holders maintained by Briko's transfer agent on its behalf; and (b) except as otherwise may be agreed, to exercise any and all rights

of the holder of the Briko Shares including, without limitation, to vote, execute and deliver any and all instruments of proxy, authorizations or consents in respect of all or any of the Briko Shares, revoke any such instrument, authorization or consent given prior to, on, or after the Effective Date, designate in any such instruments of proxy any person or persons as the proxy or the proxy nominee or nominees of the undersigned in respect of such Briko Shares for all purposes including, without limitation, in connection with any meeting (whether annual, special or otherwise and any adjournments thereof) of holders of securities of Briko, and execute, endorse and negotiate for and in the name of and on behalf of the registered holder of the Briko Shares, any and all cheques or other instruments respecting any distribution payable to or to the order of such holder;

12. covenants to execute, upon request, any additional documents, transfers and other assurances as may be reasonably necessary or desirable to complete the transactions contemplated hereby;
13. 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 or 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;
14. by virtue of the execution of this Letter of Transmittal and Election Form, shall be deemed to have agreed that all questions as to validity, form, eligibility (including timely receipt) and acceptance of any Briko Shares deposited pursuant to the Arrangement will be determined by Journey in its sole discretion, acting reasonably and that such determination shall be final and binding and acknowledges that there shall be no duty or obligation on Journey, Briko, the Depositary or any other person to give notice of any defect or irregularity in any deposit and no liability shall be incurred by any of them for failure to give such notice;
15. hereby declares that the undersigned:
  - (a) is not acting for the account or benefit of a person from any jurisdiction outside of Canada in which the making or acceptance of the Arrangement would not be in compliance with the laws of such jurisdiction; and
  - (b) is not in, or delivering this Letter of Transmittal and Election Form from, any such jurisdiction;
16. by virtue of the execution of this Letter of Transmittal and Election Form, shall be deemed to have agreed with Journey, Briko and the Depositary that any contract contemplated by this Letter of Transmittal and Election Form, as well as all documents relating thereto be drawn up exclusively in the English language. En signant la présente lettre de transmission et formulaire de choix, le soussigné est réputé avoir convenu avec Journey et le dépositaire que tous les contrats découlant de l'Offre et de la présente Lettre de transmission et formulaire de choix et tous les documents afférents soient rédigés exclusivement en anglais; and
17. acknowledges that Journey, Briko and the Depositary shall be entitled to deduct and withhold from any consideration, dividend or distribution otherwise payable to any holder of Briko Shares, such amounts as any of Journey, Briko or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act or any provision of federal, provincial, territorial, state, local or foreign tax law and to the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the securities in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority and further acknowledges and authorizes Journey, Briko and the Depositary to sell or otherwise dispose of such portion of the consideration as is necessary to provide sufficient funds to Journey, Briko and the Depositary, as the case may be, to enable it to comply with such deduction or withholding requirement.

**STEP 4: REGISTRATION AND DELIVERY INSTRUCTIONS****BOX A****REGISTRATION INSTRUCTIONS**

ISSUE DRS STATEMENTS FOR JOURNEY SHARES AND /OR CHEQUE(S) IN THE NAME OF: (please print or type): (See Instruction 2, 3 and 4)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address and Number)

\_\_\_\_\_  
(City and Province or State)

\_\_\_\_\_  
(Country and Postal (Zip) Code)

\_\_\_\_\_  
(Telephone - Business)

\_\_\_\_\_  
(Social Insurance Number and/or Tax Identification Number)

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

SEND DRS STATEMENTS FOR JOURNEY SHARES AND/OR CHEQUE(S) (UNLESS BOX C IS CHECKED) TO: (please print or type): (See Instruction 3)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address and Number)

\_\_\_\_\_  
(City and Province or State)

\_\_\_\_\_  
(Country and Postal (Zip) Code)

**BOX C**

- HOLD DRS STATEMENTS FOR JOURNEY SHARES AND/ OR CHEQUE(S) FOR PICK-UP AT THE OFFICE OF THE DEPOSITARY

**BOX D – LOST CERTIFICATES***LOST BRIKO CERTIFICATES*

If your lost certificate(s) forms part of an estate or trust, or are valued at more than CAD \$200,000.00, please contact Computershare for additional instructions. Any person who, knowingly and with intent to defraud any insurance company or other person, files a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime.

**PREMIUM CALCULATION**

# of Briko Shares X CDN \$0.017688 = Premium Payable \$ \_\_\_\_\_ NOTE: Payment **NOT** required if premium is less than \$5.00

The option to replace your certificate by completing this Box D will expire on August 30, 2022. After this date, Briko Shareholders must contact Computershare for alternative replacement options. I enclose my certified cheque, bank draft or money order to Computershare Investor Services Inc.

**STATEMENT OF LOST CERTIFICATES**

The undersigned (solitarily, jointly and severally, if more than one) represents and agrees to the following: (i) the undersigned is (and, if applicable, the registered owner of the Original(s), at the time of their death, was) the lawful and unconditional owner of the Original(s) and is entitled to the full and exclusive possession thereof; (ii) the missing certificate(s) representing the Original(s) have been lost, stolen or destroyed, and have not been endorsed, cashed, negotiated, transferred, assigned, pledged, hypothecated, encumbered in any way, or otherwise disposed of; (iii) a diligent search for the certificate(s) has been made and they have not



been found; and (iv) the undersigned makes this Statement for the purpose of transferring or exchanging the Original(s) (including, if applicable, without probate or letters of administration or certification of estate trustee(s) or similar documentation having been granted by any court), and hereby agrees to surrender the certificate(s) representing the Original(s) for cancellation should the undersigned, at any time, find the certificate(s).

The undersigned hereby agrees, for myself and my heirs, assigns and personal representatives, in consideration of the transfer or exchange of the Original(s), to completely indemnify, protect and hold harmless Journey, Briko and Computershare Investor Services Inc., Aviva Insurance Company of Canada, each of their lawful successors and assigns, and any other party to the transaction (the "Obligees"), from and against all losses, costs and damages, including court costs and attorneys' fees that they may be subject to or liable for in respect of the cancellation and/or replacement of the Original(s) and/or the certificate(s) representing the Original(s) and/ or the transfer or exchange of the Originals represented thereby, upon the transfer, exchange or issue of the Originals and/or a cheque for any cash payment. The rights accruing to the Obligees under the preceding sentence shall not be limited by the negligence, inadvertence, accident, oversight or breach of any duty or obligations on the part of the Obligees or their respective officers, employees and agents or their failure to inquire into, contest, or litigate any claim, whenever such negligence, inadvertence, accident, oversight, breach or failure may occur or have occurred. I acknowledge that a fee of \$0.017688 per lost Briko Share is payable by the undersigned. Surety protection for the Obligees is provided under Blanket Lost Original Instruments/Waiver of Probate or Administration Bond No. 35900-16 issued by Aviva Insurance Company of Canada.

#### BOX E

- THE UNDERSIGNED REPRESENTS AND WARRANTS THAT IT IS **NOT** A NON-RESIDENT AS DEFINED ABOVE UNDER PARAGRAPH 5 OF STEP 3. **(If you do not check this box you will be deemed to be a Non-Resident and may be subject to withholding)**

If the undersigned is a "Non-Resident" (as defined above under paragraph 5 of Step 3), which will be deemed to include any Briko Shareholder that does not give the representation and warranty contained in Box E, then:

- (a) in the event the Non-Resident Briko Shareholder elects to receive only cash pursuant to the Arrangement and does actually receive only cash (i.e. is not subject to pro-ration as described above under "*Step 2: Election for Cash and/or Journey Shares*") in respect of such holder's Briko Shares pursuant to the Arrangement, then Journey shall withhold cash equal to 25% of the aggregate Cash Consideration paid to the Non-Resident Briko Shareholder pursuant to and in accordance with the Arrangement;
- (b) in the event the Non-Resident Briko Shareholder elects to receive a combination of cash and Journey Shares pursuant to the Arrangement (or fails to duly complete this Letter of Transmittal and Election Form checking a Consideration Choice or who does not properly elect a Consideration Choice in this Letter of Transmittal and Election Form) or is otherwise required to receive a combination of cash and Journey Shares (i.e. is subject to pro-ration as described above under "*Step 2: Election for Cash and/or Journey Shares*"), and where the amount of cash to be received is equal to or greater than 25% of the Non-Resident Briko Shareholder's pro rata portion of the Aggregate Consideration (the "**Maximum Purchase Price**"), then Journey shall withhold from the cash receivable an amount equal to 25% of the Maximum Purchase Price and where the amount of cash to be received is less than 25% of the Maximum Purchase Price then Journey shall compute the difference between the amount of cash receivable and 25% of the Maximum Purchase Price (such difference being the "**Shortfall**") and shall withhold: (A) all of the cash to be paid, and (B) all of the Journey Shares to be issued to such Non-Resident Briko Shareholder; and
- (c) in the event the Non-Resident Briko Shareholder elects to receive only Journey Shares, pursuant to the Arrangement and does actually receive only Journey Shares (i.e. is not subject to pro-ration as described above under "*Election for Cash and/or Journey Shares*"), then Journey shall withhold all of the Journey Shares receivable by the Non-Resident Briko Shareholder.

Any amounts withheld by Journey as set out in (a), (b) or (c) above shall be deposited with the Depositary.

If a clearance certificate is provided to Journey by the Non-Resident Briko Shareholder on or before the Effective Date, which certificate has been issued pursuant to subsection 116(2) of the Tax Act and Journey determines, acting reasonably, no remittance is required under subsection 116(5) of the Tax Act, then the Depositary shall promptly deliver all of the cash, Journey Shares or cash and Journey Shares withheld from the Non-Resident Briko Shareholder. If the certificate limit specified in the clearance certificate is less than the Maximum Purchase Price, the Depositary shall remit to the Canada Revenue Agency on or prior to the 30th day following the month in which the Effective Date occurs an amount equal to 25% of the amount by which the Maximum Purchase Price exceeds the certificate limit. The Depositary shall first satisfy the amount from cash withheld and if there is insufficient cash to fully satisfy the remittance obligation, the Depositary is authorized to sell on behalf of such Non-Resident

Briko Shareholder and shall sell, prior to the date on which such remittance is required to be made, such number of Journey Shares as necessary to fully satisfy the remittance obligation, net of any commission, or other expenses associated with the sale of such Journey Shares.

If a Non-Resident Briko Shareholder provides to the Depository a certificate issued pursuant to subsection 116(2) or 116(4) of the Tax Act after the Effective Date but on or before the fifth Business Day prior to the 30th day following the month in which the Effective Date occurs (the "**Remittance Date Deadline**"), and Journey determines, acting reasonably that no remittance of any amount is required, then the Depository shall promptly deliver to the Non-Resident Briko Shareholder any cash, Journey Shares or the cash and Journey Shares withheld from such Non-Resident Briko Shareholder. If a Non-Resident Briko Shareholder has not provided to the Depository a certificate issued pursuant to subsection 116(2) or 116(4) of the Tax Act or a customary comfort letter issued by the Canada Revenue Agency confirming that Journey is not required to remit any amount as required by subsection 116(5) of the Tax Act until such time as may be further notified by the Canada Revenue Agency (a "**Comfort Letter**") by the Remittance Date Deadline or where such Non-Resident Briko Shareholder has provided such certificate but Journey determines, acting reasonably, that remittance of an amount is required, then the Depository is authorized to remit the required amount from the cash payable to the Non-Resident Briko Shareholder. If the cash payable to such Non-Resident Briko Shareholder is not sufficient to satisfy the remittance obligation, the Depository is authorized to sell and shall sell, prior to the date on which such remittance is required to be made, such number of Journey Shares as necessary to fully satisfy the remittance obligation, net of any commission, or other expenses associated with the sale of such Journey Shares.

In the event a Non-Resident Briko Shareholder provides a Comfort Letter to Journey on or prior to the Remittance Date Deadline, the Depository shall continue to hold such cash, Journey Shares or cash and Journey Shares withheld until such time as the Non-Resident Briko Shareholder provides a clearance certificate pursuant to subsection 116(2) or 116(4) or is otherwise directed by the Canada Revenue Agency to remit an amount at which time the Depository shall follow the procedure for remitting cash and, if required, selling Journey Shares as set out in the immediately preceding paragraph. Notwithstanding the foregoing, if the Non-Resident Briko Shareholder has not provided a clearance certificate within 6 months from the Remittance Date Deadline (the "**Certificate Deadline Date**") and there is a Shortfall in respect of such Non-Resident Briko Shareholder, the Depository is authorized to sell on behalf of such Non-Resident Briko Shareholder and shall sell such number of Journey Shares as necessary to fully satisfy the remittance obligation, net of any commission, or other expenses associated with the sale of such Journey Shares and the Depository shall promptly deliver to such Non-Resident Briko Shareholder any unsold Journey Shares. If the Non-Resident Briko Shareholder does not want the Depository to sell any of the Journey Shares to satisfy the remittance obligation, then the Non-Resident Briko Shareholder shall provide notice to the Depository no later than the third Business Day prior to the Certificate Deadline Date together with a cash payment equal to the Shortfall following which the Depository shall deliver the Journey Shares so held to the Non-Resident Briko Shareholder. Following the Certificate Deadline Date, the Depository shall continue to hold the cash until such time as such clearance certificate is provided or the Canada Revenue Agency directs otherwise.

To the extent that Journey withholds Journey Shares from any Non-Resident Briko Shareholder and subsequently the Depository sells all or a portion of such Journey Shares and receives an amount greater than the amount required to fully satisfy the remittance obligation, net of any commissions or other expenses associated with the sale of such Journey Shares, the Depository shall promptly pay such excess and deliver any unsold Journey Shares to such Non-Resident Briko Shareholder.

#### **BOX F – U.S. STATUS**

**Each Briko Shareholder must place an "X" in the box below if the statement is true:**

The Briko Shareholder is a U.S. Person, a person in the United States, or a person acting for the account or benefit of a U.S. Person or a person in the United States.

For the definition of "U.S. Person", see Instruction 10.

**If you are a U.S. Person or are acting on behalf of a U.S. Person and receive Cash Consideration, then in order to avoid backup withholding you must complete the Form W-9 included with this Letter of Transmittal and Election Form or otherwise provide certification that you are exempt from backup withholding, as provided in the instructions.**

If you are not a U.S. Person, and you provide an address above in Box A that is located in the United States, you must complete an appropriate Form W-8. If you require a Form W-8, one can be obtained from [www.irs.gov](http://www.irs.gov) or by contacting the Depository.

**THE FORM W-9 AND INSTRUCTIONS ARE INCLUDED WITH THIS LETTER OF TRANSMITTAL AND ELECTION FORM.**

**CERTIFICATION OF AWAITING TAXPAYER IDENTIFICATION NUMBER**

**NOTE: FAILURE TO FURNISH YOUR CORRECT TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN A PENALTY IMPOSED BY THE INTERNAL REVENUE SERVICE AND IN BACKUP WITHHOLDING OF 24% OF THE GROSS CASH AMOUNT OF CONSIDERATION PAID TO YOU PURSUANT TO THE ARRANGEMENT.**

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

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 IRS Center or Social Security Administration Office, or (b) I intend to mail or deliver an application in the near future. I understand that if I do not provide a TIN by the time of payment, 24% of the gross cash proceeds of such payment made to me may be withheld.

Signature of U.S. Person: \_\_\_\_\_

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

**STEP 5: COMPLETE AND SIGN WHERE INDICATED**

Signature guaranteed by  
(if required under Instruction 2):

Dated: \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
Signature of Briko Shareholder or Authorized Representative  
(See Instructions 2 and 4)

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

\_\_\_\_\_  
Name of Briko Shareholder or Authorized Representative  
(please print or type)

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

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

\_\_\_\_\_  
Tax Identification, Social Insurance or Social Security  
Number of Briko Shareholder

Additional signatures for joint shareholders (if required):

\_\_\_\_\_  
Signature of Briko Shareholder or Authorized Representative  
  
(See Instructions 2 and 4)

\_\_\_\_\_  
Name of Briko Shareholder or Authorized Representative  
(please print or type)

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

\_\_\_\_\_  
Tax Identification, Social Insurance or Social Security  
Number of Briko Shareholder

\_\_\_\_\_  
Daytime Telephone Number

## INSTRUCTIONS

### 1. Use of Letter of Transmittal and Election Form

- (a) This Letter of Transmittal and Election Form, or a manually signed copy thereof, properly completed and duly executed as required by the instructions set forth below, together with (if applicable) certificates or DRS Statement(s) representing the deposited Briko Shares, must be received by the Depository at the office specified below before the Election Deadline.
- (b) In order to make the elections referred to herein, this Letter of Transmittal and Election Form, or a manually signed copy thereof, properly completed and duly executed as required by the instructions set forth below, together with accompanying certificates or DRS Statement(s) representing the deposited Briko Shares, must be received by the Depository at the office specified below before the Election Deadline.
- (c) The method of delivery of this Letter of Transmittal and Election Form, certificates or DRS Statement(s) representing deposited Briko Shares and all other required documents is at the option and risk of the person depositing same, and delivery will be deemed effective only when such documents are actually received by the Depository. Journey and Briko recommend that such documents be delivered by hand to the Depository and a receipt or acknowledgement of receipt be obtained. If such documents are mailed, Journey and Briko recommend that registered mail with return receipt be used and that proper insurance be obtained. **Briko Shareholders whose Briko 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 their Briko Shares.**
- (d) The election may have material income tax consequences and holders of Briko Shares are urged to consult their tax advisors as to their election.

### 2. Signatures

This Letter of Transmittal and Election Form must be completed and signed by the holder of Briko Shares or by such holder's duly authorized representative (in accordance with Instruction 4 below).

- (a) If this Letter of Transmittal and Election Form is signed by the registered owner(s) of the accompanying certificate(s) or DRS Statement(s), such signature(s) on this Letter of Transmittal and Election Form must correspond with the name(s) as registered or as written on the face of such certificate(s) or DRS Statement(s) without any change whatsoever, and the certificate(s) or DRS Statement(s) need not be endorsed. If such transmitted certificate(s) or DRS Statement(s) is held of record by two or more joint owners, all such owners must sign this Letter of Transmittal and Election Form.
- (b) If this Letter of Transmittal and Election Form is signed by a person other than the registered owner(s) of the deposited Briko Shares or if cheque(s) and/or DRS Statements representing cash and/or Journey Shares, as the case may be are to be issued to a person other than the registered holder(s): (i) such deposited certificate(s) or DRS Statement(s) 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 share transfer power of attorney must correspond exactly to the name(s) of the registered owner(s) as registered or as appearing on the certificate(s) or DRS Statement(s) and must be guaranteed as noted in Instruction 3 below.
- (c) If deposited Briko Shares are registered in different forms (e.g. "Joe Doe" and "J. Doe"), a separate Letter of Transmittal and Election Form should be signed for each different registration.

### 3. Guarantee of Signatures

If this Letter of Transmittal and Election Form is executed by a person other than the registered owner(s) of the deposited Briko Shares or if cheque(s) and/or DRS Statements representing cash and/or Journey Shares, as the case may be, are to be issued to a person other than such registered owner(s) (see Box A of Step 4) as shown on the register of Briko Shareholders maintained by Briko's transfer agent on its behalf such signature must be guaranteed by an Eligible Institution, or in some other manner satisfactory to the Depository (except that no guarantee is required if the signature is that of an Eligible Institution).

An "**Eligible Institution**" means a Canadian Schedule 1 chartered bank, 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 Dealers Association of Canada, members of the National Association of Securities Dealers or banks and trust companies in the United States.

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

Where this Letter of Transmittal and Election Form or any certificate or share transfer power of attorney is executed by a person on behalf of an executor, administrator, trustee, guardian, attorney-in-fact, agent, corporation, partnership or association, or is executed by any other person acting in a fiduciary or representative capacity, such person should so indicate when signing and this Letter of Transmittal and Election Form must be accompanied by satisfactory evidence of the appointment and authority to act. Either Journey, Briko or the Depository, at their discretion, may require additional evidence of authority or additional documentation.

#### 5. **No Interest Payable**

Under no circumstances will interest on the consideration payable to Briko Shareholders by Journey or Briko for their Briko Shares under the Arrangement be payable by Journey, Briko or the Depository by reason of any delay in paying such consideration or otherwise.

#### 6. **Miscellaneous**

- (a) If the space on this Letter of Transmittal and Election Form is insufficient to list all certificates or DRS Statement(s) for deposited Briko Shares, additional certificate numbers and number of deposited Briko Shares may be included in a separate signed list affixed to this Letter of Transmittal and Election Form.
- (b) No alternative, conditional or contingent deposits will be accepted. All depositing Briko Shareholders by execution of this Letter of Transmittal and Election Form (or a facsimile thereof manually signed) waive any right to receive any notice of acceptance of deposited Briko Shares for payment.
- (c) This Letter of Transmittal and Election Form will be construed in accordance with and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the holder of Briko Shares covered by this Letter of Transmittal and Election Form hereby unconditionally and irrevocably attorns to the exclusive jurisdiction of the Province of Alberta and the courts of appeal therefrom.
- (d) Additional copies of the Information Circular and the Letter of Transmittal and Election Form may be obtained from the Depository at their office at the address listed below.

#### 7. **Commissions**

No brokerage fees or commissions will be payable by the depositing Briko Shareholder in connection with depositing Briko Shares directly with the Depository.

#### 8. **Lost Certificates**

*Option #1:* 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 a letter describing the loss to the Depository. The Depository will respond with the replacement requirements.

*Option #2:* Alternatively, shareholders who have lost, stolen, or destroyed their certificate(s) may participate in Computershare's blanket bond program with Aviva Insurance Company of Canada by completing BOX D above, and submitting the applicable certified cheque or money order made payable to Computershare Investor Services Inc.

#### 9. **Cessation of Rights**

Any right or claim to payment hereunder that remains outstanding on the last business day prior to the third anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature, including the right of the holder of such Briko Shares to receive the consideration that the holder is entitled pursuant to the Arrangement. In such case, the cash that the holder is

entitled to pursuant to the Arrangement (including any dividends or other distributions in respect of Journey Shares) shall be returned by the Depositary to Journey and the Journey Shares shall be returned to Journey for cancellation.

## 10. U.S. Persons and Form W-9

For purposes of this Letter of Transmittal and Election Form, a "U.S. Person" is a beneficial owner of Briko Shares that is: (a) an individual who is a citizen or resident of the U.S. for U.S. federal income tax purposes; (b) a corporation (or other entity classified as a corporation for U.S. federal income tax purposes) or a partnership (or other entity classified as a partnership for U.S. federal income tax purposes) that is created or organized in or under the laws of the United States, any state thereof or the District of Columbia; (c) an estate if the income of such estate is subject to U.S. federal income tax regardless of the source of such income; or (d) a trust if (i) such trust has validly elected to be treated as a U.S. person for U.S. federal income tax purposes; or (ii) a U.S. court is able to exercise primary supervision over the administration of such trust and one or more U.S. persons have the authority to control all substantial decisions of such trust.

United States federal income tax law generally requires that a U.S. Person who receives Cash Consideration in exchange for Briko Shares provide the Depository with its correct Taxpayer Identification Number ("**TIN**"), which, in the case of a holder of Briko Shares who is an individual, is generally the individual's social security number. If the Depository is not provided with the correct TIN or an adequate basis for an exemption, as the case may be, such holder may be subject to penalties imposed by the Internal Revenue Service (the "**IRS**") and backup withholding in an amount equal to 24% of the Cash Consideration received hereunder. If backup withholding results in an overpayment of U.S. federal income taxes, a refund may be obtained by the holder from the IRS, provided that the required information is furnished to the IRS.

To prevent backup withholding, each U.S. Person must provide its correct TIN by properly completing the Form W-9 included with this document, which requires such holder to certify under penalty 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 such 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 such 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 in Part 1 of the Form W-9, specify its "exempt payee code" and "exemption from FATCA reporting code", as applicable, in the "Exemptions" box in accordance with the instructions of IRS Form W-9 on such form, and sign and date the form.

If a U.S. Person does not have a TIN, such holder should: (a) consult with its own U.S. tax adviser on applying for a TIN; (b) write "Applied For" in the space for the TIN in Part I of the Form W-9; and (c) sign and date the Form W-9 and the Certification of Awaiting Taxpayer Identification Number set out in this Letter of Transmittal and Election Form. In such case, the Depository may withhold 24% of the gross cash proceeds of any payment made to such holder prior to the time a properly certified TIN is provided to the Depository, and if the Depository is not provided with a TIN within 60 days, such amounts will be paid over to the IRS.

If the Form W-9 is not applicable to a Registered Shareholder that checked second box of Box F "U.S. Status", such holder will instead need to submit to the Depository an appropriate and properly completed IRS Form W-8 Certificate of Foreign Status, signed under penalty of perjury, or otherwise establish an exemption from backup withholding. An appropriate IRS Form W-8 (W-8BEN, W-8BEN-E, W-8EXP or other form) may be obtained from [www.irs.gov](http://www.irs.gov) or by contacting the Depository.

Journey, Briko and the Depository reserve the right, in their discretion, to take whatever steps are necessary to comply with their obligations regarding backup withholding.

**A HOLDER WHO FAILS TO PROPERLY COMPLETE THE FORM W-9 INCLUDED WITH THIS LETTER OF TRANSMITTAL AND ELECTION FORM OR, IF APPLICABLE, THE APPROPRIATE IRS FORM W-8, MAY BE SUBJECT TO BACKUP WITHHOLDING OF 24% OF THE GROSS CASH PROCEEDS OF ANY PAYMENTS MADE TO SUCH HOLDER PURSUANT TO THE ARRANGEMENT AND MAY BE SUBJECT TO PENALTIES. 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 CLAIM FOR REFUND WITH THE IRS. THE DEPOSITARY CANNOT REFUND AMOUNTS WITHHELD BY REASON OF BACKUP WITHHOLDING.**

**EACH HOLDER SHOULD CONSULT ITS OWN TAX ADVISOR TO DETERMINE WHETHER SUCH U.S. PERSON IS REQUIRED TO FURNISH A FORM W-9, IS EXEMPT FROM BACKUP WITHHOLDING AND INFORMATION REPORTING, OR IS REQUIRED TO FURNISH AN IRS FORM W-8.**



**Offices of the Depository**

**By Mail**

**Computershare Investor Services Inc.**

P.O. Box 7021  
31 Adelaide Street East  
Toronto, Ontario M5C 3H2

Attention: Corporate Actions

**By Registered Mail, Hand or Courier**

**Computershare Investor Services Inc.**

8th Floor, 100 University Avenue  
Toronto, Ontario M5J 2Y1

Attention: Corporate Actions

**Toll Free: 1-800-564-6253 (Canada and U.S.)**

**Telephone: 1-514-982-7555 (Outside North America)**

**E-Mail: [corporateactions@computershare.com](mailto:corporateactions@computershare.com)**

*Any questions and requests for assistance may be directed by shareholders to the Depository at the telephone numbers and locations set out above.*

**Computershare Privacy Notice:**

*Computershare is committed to protecting your personal information. In the course of providing services to you and our corporate clients, we receive non-public personal information about you—from transactions we perform for you, forms you send us, other communications we have 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. We use this to administer your account, to better serve you and our clients' needs and for other lawful purposes relating to our services. Computershare may transfer personal information to other companies in or outside of Canada that provide data processing and storage or other support in order to facilitate the services it provides. Where we share your personal information with other companies to provide services to you, we ensure they have adequate safeguards to protect your personal information. We also ensure the protection of rights of data subjects under the General Data Protection Regulation, where applicable. We have prepared a Privacy Code to tell you more about our information practices, how your privacy is protected and how to contact our Chief Privacy Officer. It is available at our website, [www.computershare.com](http://www.computershare.com), or by writing to us at 100 University Avenue, Toronto, Ontario, M5J 2Y1. Computershare will use the information you are providing in order to process your request and will treat your signature(s) as your consent to us so doing.*



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

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

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

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

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

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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

## Backup Withholding

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

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

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

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

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

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

## Updating Your Information

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

## Penalties

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

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

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

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

## Specific Instructions

### Line 1

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

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

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

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

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

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

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

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

### Line 2

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

### Line 3

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

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

### Line 4, Exemptions

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

#### Exempt payee code.

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

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

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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

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

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

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

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

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

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

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

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

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

G—A real estate investment trust

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

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

J—A bank as defined in section 581

K—A broker

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

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

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

### Line 5

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

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

## Part II. Certification

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

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

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

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.**

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

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.**

You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

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

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

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

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

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

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

**Secure Your Tax Records From Identity Theft**

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

To reduce your risk:

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

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

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

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

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

**Protect yourself from suspicious emails or phishing schemes.**

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

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

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

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

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