

Dated For Reference, April 15, 2015

WEST CENTRAL PELLETING LTD.

SHARE TRADING PROGRAM

GENERAL TERMS AND CONDITIONS

ARTICLE 1 – GENERAL AND MISCELLANEOUS

1.1 Introduction

The board of directors of West Central Pelleting Ltd. has adopted a share trading program to facilitate trading in the Company's Class "B" common shares by matching potential buyers of shares with potential sellers of shares and by establishing procedures and rules for settling trades between buyers and sellers. The principles, procedures and rules applicable to this share trading program, together with additional information concerning shares traded under this program will be posted to the company's Website. Additional information about West Central Pelleting Ltd. is available to the public at www.sedar.com.

1.2 Definitions

Words and phrases which first appear in this document in bold print have the meaning given such words and phrases herein. Additionally, for the purposes of these General Terms and Conditions, unless the context indicates otherwise:

- (a) **"Administrator"** means the officers, employees and/or agents from time to time appointed by the Board to administer the Program, provided that, in the absence of such appointment, the Board itself shall be considered the Administrator;
- (b) **"Authorization Form"** means the authorization form submitted to the Company in accordance with Section 2.3 allowing the Company to complete a corresponding Share Transfer Form;
- (c) **"Board"** means the board of directors of the Company;
- (d) **"Book Entry System"** means the system for registering, issuing and recording Shares, the holders of Shares and the particulars of any transfer of Shares as described in Article 3.
- (e) **"Business Day"** means a day other than a Saturday, Sunday or any day on which the principal (commercial/chartered) banks located at the City of Saskatoon, in the Province of Saskatchewan are not open for business during normal business hours;
- (f) **"Buy Offer"** means an unexpired offer to buy Shares submitted to the Company in accordance with Section 2.2 and not revoked pursuant to Section 2.4;
- (g) **"Change Order"** and **"Revocation Order"** have the meaning given those terms in Section 2.4;
- (h) **"Company"** means West Central Pelleting Ltd., and unless otherwise indicated herein, any reference to the "Company" shall be deemed to include the Company, the Administrator and all directors, officers, employees and agents of the Company involved in the administration of the Program;

- (i) **“General Terms and Conditions”** means the general terms and conditions as set forth in this document, as the same may be amended from time to time in accordance with Section 1.6;
- (j) **“Loss”** means, in respect of any person or matter, all claims, demands, proceedings, losses, damages, liabilities, costs, deficiencies and expenses (including without limitation, all legal fees and expenses on a solicitor and his client basis, other professional fees or disbursements, interest, penalties, fines and amounts paid in settlement) suffered or incurred by that person arising directly or indirectly as a consequence of such matter;
- (k) **“Offer”** means either a Buy Offer or a Sell Offer, as applicable;
- (l) **“Participant”** means a person who is enrolled in the Program pursuant to Section 2.1 hereof and whose participation has not been revoked by either the Company or that person, including the successors of such person and, in the case of a natural, individual person, his or her estate or other personal representatives as applicable;
- (m) **“Program”** or **“Share Trading Program”** means the principles, procedures and rules set forth in the General Terms and Conditions and the Supplemental Documents;
- (n) **“Sell Offer”** means an unexpired offer to sell Shares submitted to the Company in accordance with Section 2.3 and not revoked pursuant to Section 2.4;
- (o) **“Shares”** means the Class “B”, common shares of the Company;
- (p) **“Share Transfer Form”** means a share transfer form submitted to the Company in accordance with Section 2.3;
- (q) **“Standard Form Documents”** includes the standard form of Enrollment Form, Buy Offer, Sell Offer, Change Order, Revocation Order, Share Transfer Form and Authorization Form adopted by the Board concurrent with its adoption of these General Terms and Conditions, and/or any amendments or replacements thereof or additional documents that may be adopted by the Board or the Administrator from time to time in accordance with Section 1.6 as standard forms of documents for the purposes of the Program;
- (r) **“Standard Matching Procedures”** means the Standard Matching Procedures adopted by the Board concurrent with its adoption of these General Terms and Conditions, and/or any amendments or replacements thereof as may be adopted by the Board or the Administrator from time to time in accordance with Section 1.6 for the purpose of supplementing or amending such Standard Matching Procedures;
- (s) **“Supplemental Documents”** means the Standard Form Documents and the Standard Matching Procedures, and/or any amendments or replacements thereof or additional documents that may be adopted by the Board concurrent with its adoption of these General Terms and Conditions, and/or any amendments or replacements thereof or additional documents that may be adopted by the Board or the Administrator from time to time in accordance with Section 1.6 to supplement or clarify any principals, procedures or rules of the Program;
- (t) **“Trading Day”** means the Expiry Date for a specific Offer to Sell;

- (u) **“Trading Document”** means a Buy Offer, Sell Offer, Change Order or Revocation Order, or such other Standard Form Documents as may from time to time be adopted for use in trading Shares under the Program; and
- (v) **“Trading Session”** means the period of time commencing at 9:00 a.m., or such other time as may be determined by the Administrator in accordance with Section 1.6, on each Trading Day during which the Administrator matches or attempts to match Buy Offers and Sell Offers as contemplated by Section 2.5.

1.3 Publication, Delivery and Payment

- (a) Where pursuant to any provision of the Program the Company is required or permitted to “publish” a document or information, it means publish on its website at www.westcentralpelleting.com, or such other site as may from time to time be adopted by the Company (the **“Website”**).
- (b) Where pursuant to any provision of the Program a Participant is required or permitted to deliver or submit any all notices, directions, certificates or other instruments or communications (**“Notices”**) to the Company such Notice shall be delivered to the Company by:
 - (i) electronic mail to cliffwcp@sasktel.net, Re: Share Trading Program;
 - (ii) telephone facsimile at (306)843-2199, Attention: Share Trading Program;
 - (iii) prepaid ordinary first class or registered mail addressed to the Company, Attention: Share Trading Program at: Box 298, Wilkie, Saskatchewan, S0K 4W0; or
 - (iv) by personal delivery (which may include courier delivery) to the administrative offices of the Company (the **“Office”**) at 313 2nd Avenue East, Wilkie, Saskatchewan.
- (c) Notices required or permitted to be given, delivered, sent or served to or on the Company under this Agreement shall be in writing and shall be delivered personally, telecopied (facsimile), transmitted by electronic mail (e-mail) or sent by prepaid registered mail to the Company at the address listed in paragraph (b) above or to such other address as may from time to time be determined by the Administrator and posted on the Website.
- (d) Notices required to be given, delivered or sent to a Participant under this Agreement by the Company shall be in writing and shall be delivered personally, telecopied (facsimile), transmitted by electronic mail (e-mail) or sent by prepaid registered mail to the address of the Participant contained on the Participant’s Enrollment Form, or such other address as has been provided in writing to the Company by the Participant.
- (e) Any Notice required to given, delivered, sent or served pursuant to this Agreement, if mailed by prepaid registered mail at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fourth day after the post-marked date thereof, or if sent by facsimile or other electronic means (including email), shall be deemed to have been received on the day of transmission thereof, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted or contemplated in this Agreement (or to such other address as one party may notify the other in writing). In the event of a general discontinuance of postal service due to strike, lockout or

otherwise, Notices shall be delivered by hand or sent by facsimile or other means of electronic communication and shall be deemed to have been received in accordance with this Section.

- (f) Notice of change of address shall also be governed by this Section. From and after the posting of the Company's change of address on the Website, the address so specified on the Website shall be the address for service of the Company.
- (g) Notwithstanding the foregoing provisions of this Section 1.3:
 - (i) no Trading Document shall be considered at any Trading Session unless the Trading Document has actually been received by the Administrator at the time the Trading Session commences; and
 - (ii) no original Share certificates or funds shall be delivered to the Company except by personal delivery to the Office of the Company or by registered mail.
- (h) Where any monies are to be paid to the Company by a Participant in respect of the Program, such monies shall be paid by certified cheque, bank draft, money order or other instrument acceptable to the Company and all such payments shall be made payable to West Central Pelleting Ltd., in trust for the Participant. Where any payments are to be made by the Company to a Participant in respect of the Program, such payments shall be made by cheque of the Company.

1.4 Governing Law

This Agreement shall be interpreted and construed in accordance with the laws of the Province of Saskatchewan and for the purposes of legal proceedings this Agreement shall be deemed to have been made in such Province and to be performed there, and the Courts of such Province shall have jurisdiction over all disputes which may arise hereunder (the "**Applicable Laws**").

1.5 Fundamental Principles

Without limiting the generality of Section 1.4, the Program shall be administered and operated in accordance with General Ruling / Order 21-901 ("**GRO 21-901**") of the Saskatchewan Financial Services Commission ("**SFSC**") and such other provisions, rulings, orders and regulations of or under *The Securities Act, 1988* (Saskatchewan) as may from time to time be in force. In acknowledgement of the provisions of GRO 21-901, the Company acknowledges and confirms that in administering and operating the Program:

- (a) the Company shall act honestly and in good faith;
- (b) participation in the Program will be equally available to the Company's securities holders and the public, the Company's securities holders and the public will be treated equally in the administration of the Program, and all information about the Program and activities under the Program shall be equally available to the Company's securities holders and the public, subject, however, to the provisions of Section 2.1;
- (c) subject to any express provision of the General Terms and Conditions or any Supplemental Document to the contrary, all information containing the identity of Participants in the Program or trading by Participants pursuant to the Program shall be received and maintained by the

Company in confidence unless and to the extent that a Participant expressly consents to the release of any such information;

- (d) all funds and securities received by the Company from Participants in the Program shall be held by the Company in trust for the respective Participants from or on whose behalf such funds and securities are received and shall be paid, transferred or otherwise applied by the Company only for the purposes and in accordance with the provisions of the Program. All such funds and securities shall be held in a separate bank account of the Company, segregated from and not commingled with any other funds or securities of the Company (except other funds and securities received in trust from other Participants, which have yet to be paid, transferred or otherwise applied);
- (e) no fees or commissions will be charged by the Company in respect of any Shares traded pursuant to the Program; and
- (f) the activities of the Company with respect to the Program are purely administrative in nature and the Company shall not provide investment advice with respect to the Program or take any active part in soliciting persons to become Participants in the Program or to trade Shares under the Program.

1.6 Program Administration

The Program shall be administered by the Administrator which shall have the authority to interpret the Program and determine all questions in respect thereof, and which interpretations and determinations shall, subject to Sections 1.4 and 1.5 hereof, be conclusive and binding on all Participants. Without limiting the generality of the foregoing, but subject to Section 1.7:

- (a) the Board may from time to time amend any provision of the General Terms and Conditions provided that such amendment is not inconsistent with any of the provisions of Section 1.4 and 1.5 of the General Terms and Conditions;
- (b) the Board may at any time or from time to time suspend the Program or may at any time terminate the Program;
- (c) the Administrator may from time to time adopt additional procedures and rules to supplement or clarify the principals, procedures and rules of the Program provided that such additional rules and procedures are not inconsistent with the provision of the General Terms and Conditions and further provided that no additional rules or procedures shall take effect unless and until set forth in writing in a Supplemental Document;
- (d) the Administrator may prescribe, and/or from time to time amend, the forms of enrollment forms, buy offers, sell offers, transfer authorization, share transfers and other Standard Form Documents to be used in the Program and/or to be used by Buyers and Sellers participating in the Program;
- (e) the Administrator may accept any document or instructions from Participants in a form other than the Standard Form Document, provided such alternative documents or instructions include substantially the information otherwise required by the applicable Standard Form Document; and
- (f) all documents and instruction received by the Administrator must be in writing.

1.7 Effective Date

All amendments to the General Terms and Conditions; any decision by the Board to suspend or terminate the Program; all amendments to, or new, Supplemental Documents from time to time adopted by the Company; and any change or the time periods for Trading Sessions, as contemplated by Section 1.6 hereof, shall be published by the Company on its Website and shall not take effect unless and until so published.

ARTICLE 2 – GENERAL RULES AND PROCEDURES OF THE PROGRAM

2.1 Enrollment

Any person is eligible to become a Participant in the Program provided that such person:

- (a) if an individual, is at least 18 years of age and has the legal capacity and competence to enroll and participate in the Program;
- (b) in the case of a person that is not an individual, such person is a validly subsisting corporation, general partnership or limited partnership (or, subject to acceptance by the Company in its sole discretion, another form of business entity) under the laws of Canada or a Province or Territory of Canada and such person has the necessary legal and corporate or like capacity and authority to enroll and participate in the Program;
- (c) in trading Shares under the Program does so solely as principal for his, her or its own account and not as trustee, agent or otherwise on behalf of another person, subject, however that a person that is the executor or administrator of the estate of a deceased individual that holds Shares may, with the consent of the Company, enroll as a Participant for the purpose of selling Shares of such estate under the Program; and
- (d) is not precluded or restricted by the Applicable Laws or the law of any other jurisdiction which may be applicable from participating in the Program or from trading in or holding Shares of the Company; and
- (e) has:
 - (i) completed and submitted to the Company an Enrollment Form in a form acceptable to the Administrator together with the agreements, documents and information contemplated by such Enrollment Form and/or, without limiting the generality of the foregoing, such additional agreements, documents and information as may be requested by the Administrator to:
 - (1) confirm the address and identity of the Participant and that his, her or its participation in the Program will comply with all provisions of the Program;
 - (2) confirm or better ensure that the Participant is not likely to default on any of its obligations under the Program; and
 - (3) appoint the Company, or an officer, employee or other agent of the Company, the attorney of the Participant for the purpose of executing any documents necessary to settle any trade of Shares on behalf of the Participant in accordance with the

terms of any Offer by that Participant that is matched and settled in accordance with the provisions of the Program;

- (ii) agreed to participate in the Book Entry System and, if offering Shares for sale, has delivered an executed Share Transfer Form, an executed Authorization Form and (if the Participant currently holds the physical copies of the Share Certificate) the certificates for the Shares then held by the Participant to the Company for entrance into the Book Entry System; and
- (iii) been assigned a personal identification number (“**PIN Number**”) by the Company, and provided further that the Company may, in its discretion, deny participation in the Program to any person, and/or may revoke the participation of any person previously enrolled in the Program who fails to provide any of the forms, agreements, documents and information contemplated by the foregoing provisions of this Section 2.1 or who makes, or is discovered by the Company to have made, any false or misleading statement in any such forms, agreements, documents or information, or who in the opinion of the Administrator has failed to observe or is likely to fail to observe any of the provisions of the Program, or who has failed to advance funds prior to any particular Settlement Date when they were supposed to advance funds.

2.2 Buying Shares

A Participant wishing to buy Shares in the Program (the “**Buyer**”) must complete, execute and deliver to the Company an offer to purchase (a “**Buy Offer**”) in the form of the Standard Form Buy Offer or in another form acceptable to the Administrator, indicating:

- (a) the number of Shares the Buyer is offering to purchase (the “**Buy Offer Shares**”);
- (b) the price, on a per Share basis, at which the Buyer is offering to buy the Buy Offer Shares (the “**Bid Price**”);
- (c) the date on which the Buy Offer is to be posted on the Website (the “**Buy Posting Date**”), such date being a minimum of three Business Days after the date on which the Company received the Buy Offer, or a statement to the effect that the Buy Offer is to be posted on the Website as soon as possible;
- (d) the date on which the Buy Offer will expire (the “**Expiry Date**”), which can be no later than 120 days after the Buy Posting Date; and
- (e) the Buyer’s PIN Number.

2.3 Selling Shares

A Participant wishing to sell Shares in the Program (the “**Seller**”) must complete, execute and deliver to the Company

- (a) an offer to sell (a “**Sell Offer**”) in the form of the Standard Form Sell Offer or in another form acceptable to the Administrator, indicating:
 - (i) the number of Shares the Seller is offering to sell (the “**Sell Offer Shares**”);

- (ii) the price, on a per Share basis, at which the Buyer is offering to sell the Sell Offer Shares (the “**Ask Price**”);
 - (iii) the date on which the Sell Offer is to be posted on the Website (the “**Sell Posting Date**”), such date being a minimum of three Business Days after the date on which the Company received the Sell Offer, or a statement to the effect that the Sell Offer is to be posted on the Website as soon as possible;
 - (iv) the date on which the Sell Offer will expire (the “**Expiry Date**”), which must be at least 2 weeks after the Sell Posting Date, but no more than 120 days after the Sell Posting Date; and
 - (v) the Seller’s PIN Number.
- (b) a Share Transfer Form (in blank) in the form of the standard Share Transfer Form; and
 - (c) an Authorization Form in the form of the standard Authorization Form, indicating that the company may complete the Share Transfer Form and fill in the following fields:
 - (i) the number of shares to be transferred (which cannot exceed the number of shares indicated for sale on the Sell Offer);
 - (ii) the date of the transfer (which must be within three Business Days of the Expiry Date indicated on the Sell Offer); and
 - (iii) the name of the Transferee.

2.4 Change or Revocation of Offer

- (a) A Buyer or Seller who submits an Offer in accordance with Section 2.2 or 2.3 may change or revoke the Offer at any time prior to the Expiry Date of such offer, subject to the following conditions:
 - (i) the written notice of the change (a “**Change Order**”) or revocation (a “**Revocation Order**”) must be actually received by the Administrator at the Offices of the Company prior to the third Business Day on or before the Expiry Date of such offer;
 - (ii) the change or revocation cannot provide for a new Expiry Date that would contravene the provision of Section 2.2 or 2.3 above, as the case may be; and
 - (iii) if a Sell Offer is subject to a Change Order, the executed Share Transfer Form and executed Authorization Form shall remain in force without any additional modifications, save and except, that if the number of Shares being offered for sale has been increased from the Original Offer (as defined below), the Change Order must be accompanied by a new Authorization Form indicating the increased number of Shares;
- (b) Where an Offer (the “**Original Offer**”) is changed in accordance with the foregoing provisions of this Section 2.4, the Original Offer shall be deemed to be revoked and a new Offer shall be deemed to have been made by the applicable Buyer or Seller, effective at the time and date that the Change Order is received by the Administrator, on the terms and conditions set forth in the Original Offer as amended by the Change Order;

- (c) Notwithstanding anything else contained in a Buy Offer, Change Order or Revocation Order any Expiry Date of a Buy Offer that contravenes Section 2.2(d) shall be changed to an Expiry Date that is 120 days after the Buy Posting Date; and
- (d) Notwithstanding anything else contained in a Sell Offer, Change Order or Revocation Order any Expiry Date of a Sell Offer that contravenes Section 2.2(a) shall be changed to an Expiry Date that is 120 days after the Sell Posting Date.

2.5 Share Matching Procedure

At each Trading Session the Administrator shall:

- (a) rank all Buy Offers that have been submitted to the Company and have not expired or been revoked as at the commencement of the Trading Session from highest to lowest based on their respective Bid Price, provided that where two or more such Buy Offers have the same Bid Price such equally priced Buy Offers will be ranked in the order that they were deemed to have been received by the Company pursuant to Section 1.3. Where two or more such Buy Offers have the same Bid Price and were received on the same day, the Buy Offers shall be ranked equally, and shall be entitled to purchase a pro-rata amount of shares (based on the number of shares sought to be bought) of any matched Sell Offer;
- (b) rank all Sell Offers that have been submitted to the Company with an Expiry Date the same as the Trading Day and that have not been revoked as at the commencement of the Trading Session from lowest to highest based on their respective Ask Price, provided that where two or more such Sell Offers have the same Ask Price such equally priced Sell Offers will be ranked equally, and shall be entitled to sell a pro-rata amount of shares (based on the number of shares offered for sale) to any matched Buy Offers;
- (c) then attempt to match as many Buy Offers with as many Sell Offers as is reasonably possible in accordance with the detailed principles, procedures and rules set out in, and at a trading prices equal to the Bid Prices, as illustrated in the Standard Matching Procedures.

2.6 Settlement

All trades of Shares between the respective Buyers (a “**Matched Buyer**”) whose Buy Offers are successfully matched at a Trading Session with one or more Sell Offers in accordance with Section 2.5 and the Standard Matching Procedures and the respective Sellers (a “**Matched Seller**”) under such Sell Offers, shall be settled on the fifth Business Day following the Trading Date (the “**Settlement Date**”), but effective as of the Trading Date, in accordance with the procedures in this Section 2.6 and Sections 2.7 and 2.8.

- (a) Promptly after each Trading Session the Company shall provide Notice to each Matched Buyer of the total number of Shares successfully matched on behalf of that Buyer at the Trading Session (the “**Matched Shares**”) and the aggregate purchase price (the “**Purchase Price**”) required from that Matched Buyer to complete the purchase of such Matched Shares. For the purposes of this Section 2.6, the Company shall be deemed to have provided Notice to a Matched Buyer if the Company has sent Notice to any mailing, e-mail or facsimile address indicated on the Matched Buyer’s Enrollment Form and the Matched Buyer has responded to the Company in any manner whatsoever. If the Company does not receive a response from the Matched Buyer, the Company

shall be deemed to have provided Notice to the Matched Buyer if the Company has sent Notice to each mailing, e-mail and facsimile address indicated on the Matched Buyer's Enrollment Form.

- (b) Each Matched Buyer shall pay his respective Purchase Price to the Company, in trust, by not later than 4:00 p.m. (Saskatchewan time) on the Settlement Date.
- (c) On or as soon as reasonably possible following receipt of the Purchase Price by the Company from a Matched Buyer (and for the purposes of this paragraph "receipt" shall mean confirmation from the Company's bank that the full Purchase Price has been transferred into the bank account of the Company), the Company shall enter or cause to be entered the particulars of all purchase and sale transactions for the relevant Trading Session in the records of the Book Entry System, and the Company shall deliver:
 - (i) to each Matched Buyer written confirmation as to the number of Shares purchased on behalf of the Buyer, the effective date of the trade and the Purchase Price of the Shares so purchased; and
 - (ii) to each Matched Seller written confirmation as to the number of Shares sold on behalf of the Seller, the effective date of the trade and the Purchase Price of the Shares so sold, together with a cheque of the Company in payment for such Purchase Price.
- (d) The Company may, but shall not be required to, notify the Buyers and/or Sellers whose Offers were not successfully matched at the relevant Trading Session. For greater certainty, all unmatched Offers to Buy shall be deemed to have been resubmitted and shall be reconsidered on the next following Trading Day unless, as stipulated in the original Offer or pursuant to subsection 2.4(c), the Expiry Date of such Offer is prior to such Trading Day or unless the Company otherwise receives a written revocation of the Offer from the relevant Buyer prior to the start of the Trading Session on that next Trading Day. All Offers to Sell not successfully matched during the relevant Trading Session shall be deemed to be expired in accordance with their Expiry Date.

2.7 Default by Buyer

If and where the Company has provided Notice to a Matched Buyer, pursuant to subsection 2.6(a) above, of the number of Matched Shares matched on his behalf at a Trading Session and as to the Purchase Price required from him to complete the purchase of such Matched Shares, for any reason fails to pay such Purchase Price by 5:00 p.m. on the Settlement Date (in this Section 2.7 referred to as a "**Defaulting Party**"), then the following provisions shall apply:

- (a) subject to subsections 2.7(b) and (c), the Buy Offer of the Defaulting Party shall be deemed to be null and void and the Company may, but shall not be obliged, to attempt to reconstruct the Trading Session at which such Buy Offer was initially successfully matched (the "**Initial Session**") and may adjust and rematch the Offers at such Initial Session so as to achieve, as nearly as reasonably possible, the same results as would have been achieved had the Buy Offer of the Defaulting Party never been submitted at such Initial Session;
- (b) the Defaulting Party shall and shall be deemed to have breached his contract with the Matched Seller(s) whose Sell Offer(s) was initially matched with the Buy Offer of the Defaulting Party and/or with any other Matched Seller who suffers any loss or damage as a result of such default

(an “**Injured Party**”) and the Company shall be at liberty to disclose to such Injured Parties the identity of the Defaulting Party, the particulars of the Buy Offer in respect of which the Defaulting Party defaulted and such other information as may reasonably be requested by any Injured Party in connection with any legal proceedings that such Injured Party may elect to take against the Defaulting Party in respect of such breach, provided, for greater certainty, the Company shall have no liability to any such Injured Party or to any other person for any Losses suffered or incurred by such Injured Party or other person as a result of the Defaulting Party’s default;

- (c) the Defaulting Party shall indemnify and save harmless the Company against any Losses suffered or incurred by the Company as a result of the Defaulting Party’s default; and
- (d) the Company may suspend for such period of time as the Company in its discretion determines appropriate, or terminate, the Defaulting Party’s participation in the Program.

2.8 Additional Trading Rules

- (a) Notwithstanding the foregoing provisions of this Article 2:
 - (i) no Offer may be made, or if made shall be considered valid for any Trading Session, for less than five Shares, except in the case of a Sell Offer where the total shareholdings of the Seller are less than five Shares, in which case a Sell Offer for all of such Seller’s Shares may be permitted;
 - (ii) no Buy Offer will be included in any Trading Session unless the Buy Offer has actually been received by the Administrator at least three Business Days prior to, and has not been revoked or otherwise expired at, the time the Trading Session commences;
 - (iii) no Sell Offer shall be made for any Shares unless such Shares have been entered into the Book Entry System and an executed Share Transfer Form and an executed Authorization Form have been delivered to the Company;
 - (iv) no Buy Offer shall be valid or eligible for the Program if, as a result of the acquisition of Shares thereunder, to the knowledge of the Company, the Buyer, either alone or together with one or more other persons with whom the Buyer is “associated” or “affiliated” (within the meaning given those terms under *The Securities Act, 1988* (Saskatchewan)) and/or any person or persons with whom the Buyer, its affiliates or associates, is acting jointly or in concert (all of the foregoing being hereafter referred to as a “**Related Group**”) would become, either directly or indirectly the registered or beneficial owner of, and/or acquire the right to exercise control and direction over, 20% or more of the total Shares that are then outstanding. In that regard, the Company may, but shall not be obligated, at any time and from time to time to require any Participant to provide to the Company such information as the Company may reasonably request in order to verify or confirm the number of Shares that such Participant and any other members of such Participant’s Related Group holds, either beneficially or of record and/or over which such Participant and any member of its Related Group exercises control or direction and, if for any reason such Participant fails or refuses to provide the information so requested the Company may in its discretion refuse to process or attempt to match any and all Offers of such Participant; and

- (v) If and when, a Buyer or a Related Group including the Buyer, would, upon the acceptance of a Buy Offer, acquire more than 10% of the total issued and outstanding shares, then such Buyer or the Buyer's Related Group shall file all necessary "insider" reports on SEDAR in accordance with the Applicable Laws. The Buyer shall provide notice to the Company if such Buyer or a Related Group including the Buyer will become an "insider" upon the acceptance of the Buyer's Offer.
- (b) The Buyers and Sellers whose Offers are successfully matched with one another in accordance with the Program shall and shall be deemed to have contracted with one another, in the case of the Matching Buyer to purchase, and in the case of the Matching Seller to sell, the Matched Shares at the Purchase Price and otherwise on the terms and conditions of the Program, which contract shall be enforceable between such parties in accordance with the terms thereof as if such parties had directly contracted with one another and no Buyer or Seller shall plead in defence of any claim under such contract that there was or is no privity of contract, it being acknowledged that in matching Buyers and Sellers the Company is acting purely as administrative agent for and on behalf of both the Buyers and Sellers.
- (c) By submitting a Sell Offer, the Seller shall and shall be deemed to warrant and represent to any Buyers with whom such Sell Offer is matched, that the Seller has good and marketable title to the Sell Offer Shares and that upon and subject to the sale and settlement of such Sell Offer Shares the Buyer shall obtain good and marketable title to such Shares free and clear of any liens, charges or other encumbrances of any nature or kind whatsoever.
- (d) The Company shall not be liable in any manner whatsoever to any Buyer, Seller or other person for the failure to complete, process or match any Offers or to settle any trades where such failure is caused in whole or in part by the failure of any Buyer or Seller to deliver any monies or documents required by the Program or for any other Loss suffered or incurred by any person whatsoever in relation to or accruing out of or under the Program except to the extent that such Loss is attributable to a deliberate act of misconduct or gross negligence by the Company.
- (e) Without limiting the generality of subsection (d) above, the Company may but shall be under no obligation to inquire into the validity of any Seller's title to any Sell Offer Shares or such Seller's ability to pass title to such Sell Offer Shares free and clear of any liens, charges or encumbrances, each of which shall and shall be deemed to be the exclusive responsibility of the respective Sellers, nor shall the Company be under any obligation or have any responsibility to inquire into or ensure compliance by any Participant with the requirements of any securities legislation or laws including, without limitation, takeover bid requirements or insider trading requirements, it being the responsibility of all Participants to ensure compliance with their personal obligations in this regard and to consult their own professional advisors with respect to such obligations.

2.9 Record Keeping

The Company shall maintain copies of all Enrollment Forms, Trading Documents and other documents and instruments from time to time submitted to the Company by Participants and shall prepare and maintain written records of all Trading Documents from time to time received by it, the time and date of all Shares traded under the Program and such additional information as may from time to time be required by GRO 21-901 and other Applicable Laws and shall, at a minimum, publish on its Website, or through a link on its Website to SEDAR, all such information pertaining to the Program as is required by the provisions of GRO 21-901 to be made available to the public.

2.10 Publication of Trading Information

Without limiting the generality of Section 2.9, the Company shall post to its Website the information described in this Section 2.10, provided, for greater certainty, in doing so no information as to the name of any Buyers or Sellers or information that would otherwise be likely to identify any Participant shall be published by the Company without the prior consent of the Participant.

- (a) Within a reasonable time after receiving and verifying the validity of each Offer received by the Company, the Administrator will publish to the Website a summary of the Offer, including:
 - (i) in the case of a Buy Offer:
 - (1) the date of the Offer;
 - (2) the number of Shares that the Buyer is offering to buy;
 - (3) the Bid Price for those Shares: and
 - (4) the Expiry Date of the Offer.
 - (ii) in the case of a Sell Offer:
 - (1) the date of the Offer;
 - (2) the number of Shares that the Seller is offering to sell;
 - (3) the Ask Price for those Shares: and
 - (4) the Expiry Date of the Offer;

all of which information shall be maintained on the Website until the earlier of the time the Offer is either successfully matched, revoked or expires.

- (b) As soon as reasonably possible after each Trading Session and the settlement of the trades of Shares matched at that Trading Session the Company will publish to the Website a summary of all Offers considered at the Session, the total volume of Shares traded at the Session and the prices at which Shares were traded at that Session.
- (c) The Company shall additionally publish and maintain on its Website a summary of historical trading activity pursuant to the Program as determined by the Administrator from time to time.

ARTICLE 3 – BOOK ENTRY SYSTEM

3.1 Book Entry System

To facilitate the settlement of trades pursuant to the Program, the Company has adopted and will operate, and every Participant, as a condition to enrolling in the Program shall be required to participate in, a Book Entry System for registering, issuing and recording Shares of Participants and the particulars of any transfer of Shares. So long as the Company continues the Book Entry System the provisions set forth in this Section 3.1 shall apply to the Shares of all Participants in the Program.

- (a) Each Participant who enrolls in the Program pursuant to Section 2.1 hereof shall, prior to or at the same time as such Participant submitting any Sell Offer, provide an executed Share Transfer

Form (in blank), an executed Authorization Form and (if the Participant has possession of the physical share certificate(s)) the certificate(s) for any Shares subject to any Sell Offer that are then registered in the name of such Participant to the Company.

- (b) The Company shall maintain written records of all Share Transfer Forms and Authorization Forms received, the Shares which such documents apply to, and the Participants who executed such documents. The Company shall record in such records the particulars of any trades of such Shares pursuant to the Program, including the name of the Seller and Buyer(s), the number of Shares traded, the date of the trade and the Purchase Price of the Shares traded. Written confirmation of all trades shall be provided to the respective Buyers and Sellers in accordance section 2.6 but, subject to subsection 3.1(c) below, no Buyer or other Participant shall be issued, or otherwise be entitled to obtain, a certificate for any Shares purchased by such Buyer or otherwise owned by such Participant. Any Participant may, however, from time to time require the Company to provide written confirmation as to the number of Shares to which such Participant has provided Share Transfer Forms to the Company for and/or a summary of historical trading activity by such Participant pursuant to the Program.
- (c) Nothing in this Section 3.1 is intended to effect the rights of any Participant pursuant to section 45 of *The Business Corporations Act* (the “*SBCA*”) to obtain from the Company a certificate that complies with the *SBCA* or a non-transferable written acknowledgement of his right to obtain such a certificate, but no Participant shall be entitled to sell or offer to sell any Shares under the Program unless an executed Share Transfer Form in blank and executed Authorization Form have been provided to the Company and such documents have not expired or been revoked at the Expiry Date of the associated Sell Offer, in accordance with the foregoing provisions of this Section 3.1.

The undersigned certifies that these General Terms and Conditions were adopted by the Board of Directors of West Central Pelleting Ltd. effective the 15th day of April, 2015.

WEST CENTRAL PELLETING LTD.

Per: “Wayne Kappel”

Wayne Kappel, President