



**ASTON HILL FINANCIAL INC.**

**DIVIDEND REINVESTMENT PLAN**

**March 3, 2014**

**IMPORTANT NOTICE**

**As a holder of common shares of Aston Hill Financial Inc., you should read this document carefully before making any decision regarding the Dividend Reinvestment Plan.**

# Aston Hill Financial Inc. Dividend Reinvestment Plan

## Dividend Reinvestment Plan

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### 1. Purpose

The Plan permits holders of Common Shares to automatically reinvest all or any portion of the cash dividends paid on their Common Shares in additional Common Shares. Common Shares distributed under the Plan will, at the option of the Corporation, be purchased by the Plan Agent from the treasury of the Corporation in the manner specified herein.

### 2. Definitions

Unless the context otherwise requires, capitalized terms used in this Plan have the following definitions:

**"Average Market Price"** has, as the context dictates, the meaning set out in Section 5.6;

**"Beneficial owner"** means a beneficial owner of Common Shares that are registered in the name of CDS, or a broker, investment dealer, financial institution or other nominee;

**"Board"** means the board of directors of the Corporation, as it may be constituted from time to time;

**"Business Day"** means any day on which the Plan Agent's offices are generally open for the transaction of commercial business, but does not in any event include a Saturday, Sunday, civic or statutory holiday in the Province of Alberta or Ontario;

**"CDS"** refers to CDS Clearing and Depository Services Inc., which acts as a nominee for certain Canadian brokers, investment dealers, financial institutions and other nominees, or its nominee, as applicable;

**"CDS Participants"** refers to brokers, investment dealers, financial institutions or other nominees in their capacity as participants in the CDS depository service who hold Common Shares registered in the name of CDS on behalf of beneficial owners of Common Shares, and who are acting on behalf of such beneficial owners hereunder;

**"Common Shares"** means the common shares in the capital of the Corporation;

**"Corporation"** means Aston Hill Financial Inc.;

**"Dividend Payment Date"** means a date on which cash dividends are paid on Common Shares;

**"Dividend Record Date"** means a record date for the payment of cash dividends on Common Shares;

**"Enrollment Form"** has the meaning set out in Section 3.2;

**"Nominees"** refers to brokers, investment dealers, financial institutions or other nominees (other than CDS) who hold Common Shares registered in their own names on behalf of beneficial owners of Common Shares and who are acting on behalf of such beneficial owners hereunder;

**"Participants"** means registered Shareholders who, on the applicable Dividend Record Date, have all or any portion of their Common Shares enrolled in the Plan; provided, however, that CDS, and Nominees, as the case may be, shall be Participants only to the extent that CDS, or the Nominees, respectively, have enrolled in the Plan on behalf of beneficial owners of Common Shares;

**"Plan"** means this Dividend Reinvestment Plan, as may be amended or supplemented from time to time;

**"Plan Agent"** means Computershare Trust Company of Canada, or such other agent as may be appointed by the Corporation from time to time to administer the Plan;

**"Plan Shares"** has the meaning set out in Section 5.1;

**"Shareholder"** means a holder of Common Shares; and

**"trading day"** means a day on which not less than 500 Common Shares were traded on the Toronto Stock Exchange; and

**"Treasury Purchase"** has the meaning set out in Section 5.5.

### 3. Participation in the Plan

#### 3.1 Eligibility

Subject to the provisions of this Part 3, only registered and beneficial owners of Common Shares who are resident in Canada may participate in the Plan. Unless otherwise announced by the Corporation, Shareholders who are resident in the United States may not participate, directly or indirectly, in the Plan. Shareholders that are resident in jurisdictions other than Canada and the United States can also participate in the Plan, subject to any restrictions of laws in such shareholder's jurisdiction of residence and provided such laws do not subject the Corporation or the Plan to any additional legal, regulatory, filing or registration requirements. **Compliance with such laws and regulations shall be the responsibility of such non-resident shareholders.**

#### 3.2 Enrollment – Registered Shareholders

Registered Shareholders (other than CDS) may enroll all or any portion of their Common Shares in the Plan by completing and delivering to the Plan Agent by mail in the manner provided for in Section 10, a duly completed and executed Reinvestment Enrollment – Participant Declaration Form (the "**Enrollment Form**"). The Enrollment Form is provided by the Corporation and the Plan Agent for the purpose of enrolling in the Plan. Alternatively, Registered Shareholders may enroll online at the Plan Agent's web portal at [www.investorcentre.com](http://www.investorcentre.com). Registered Shareholders may obtain an Enrollment Form by contacting the Plan Agent in the manner specified in Section 10, or at the Plan Agent's web portal at [www.investorcentre.com](http://www.investorcentre.com), or by following the instructions provided on the Corporation's website at [www.astonhill.ca](http://www.astonhill.ca). CDS will provide separate instructions to the Plan Agent regarding the extent of its participation in the Plan on behalf of beneficial owners of Common Shares.

The Enrollment Form or instructions from CDS, will direct (or be deemed to direct, as applicable) the Corporation to forward to the Plan Agent all cash dividends in respect of Common Shares registered in the name of the Participant that are enrolled in the Plan and will direct (or be deemed to direct, as applicable) the Plan Agent to reinvest such cash dividends, together with cash dividends in respect of Common Shares held by the Plan Agent for the Participant's account under the Plan, in Plan Shares in accordance with the Plan.

**An Enrollment Form must be received by the Plan Agent no later than 4:00 p.m. (Toronto time) on the fifth (5th) Business Day immediately preceding a Dividend Record Date in order to take effect on the Dividend Payment Date to which such Dividend Record Date relates.** If an Enrollment Form is received by the Plan Agent from a registered Shareholder after that time, the Enrollment Form will not take effect on such Dividend Payment Date and will only take effect on the next following and subsequent Dividend Payment Dates. Instructions from CDS must be received by the Plan Agent in accordance with the customary practices of CDS and as agreed to by

the Plan Agent and the Corporation.

### **3.3 Enrollment – Beneficial Owners of Common Shares**

Beneficial owners of Common Shares registered in the name of CDS, or a Nominee may not directly enroll in the Plan in respect of those Common Shares, but must instead either (i) transfer the Common Shares into their own name and then enroll such Common Shares in the Plan directly, or (ii) make appropriate arrangements with the broker, investment dealer, financial institution or other nominee who holds their Common Shares to enroll in the Plan on their behalf, either as a Nominee that delivers a completed and executed Enrollment Form to the Plan Agent by mail in the manner provided for in Section 10 or, if applicable, as a CDS Participant through instructions from CDS.

Where a beneficial owner of Common Shares wishes to enroll in the Plan through a CDS Participant in respect of Common Shares registered through CDS appropriate instructions must be received by CDS from the CDS Participant not later than such deadline as may be established by CDS from time to time, in order for the instructions to take effect on the Dividend Payment Date to which that Dividend Record Date relates.

CDS Participants holding Common Shares on behalf of beneficial owners of Common Shares registered through CDS must arrange for CDS to enroll such Common Shares in the Plan on behalf of such beneficial owners in respect of each Dividend Payment Date.

Beneficial owners of Common Shares should contact the broker, investment dealer, financial institution or other nominee who holds their Common Shares to provide instructions regarding their participation in the Plan and to inquire about any applicable deadlines that the nominee may impose or be subject to.

### **3.4 Continued Enrollment**

Common Shares enrolled by a Participant (other than CDS) in the Plan will remain enrolled in and will automatically continue to be enrolled in the Plan until such time as the Plan is terminated by the Corporation or until the Participant's enrollment is terminated by or on behalf of the Participant or by the Corporation. The Plan Shares acquired under the Plan for the account of the Participant will automatically be enrolled in the Plan.

CDS, will provide instructions to the Plan Agent regarding the extent of its participation in the Plan, on behalf of beneficial owners of Common Shares, in respect of every Dividend Payment Date on which cash dividends otherwise payable to CDS, as applicable, as Shareholder of record, are to be reinvested under the Plan.

Common Shares purchased by a Participant outside of the Plan and registered in exactly the same manner as Common Shares enrolled in the Plan will be automatically enrolled in the Plan in the same proportion as indicated on the Participant's Enrollment

Form. Common Shares purchased by a Participant outside of the Plan that are not registered in exactly the same name or manner as Common Shares enrolled in the Plan will not be automatically enrolled in the Plan. Participants are advised to contact the Plan Agent in the event that the Participant wishes to enroll such additional Common Shares in the Plan.

### **3.5 Restrictions**

Subject to applicable law and regulatory policy, the Corporation reserves the right to determine, from time to time, a minimum number of Common Shares that a Participant must hold in order to be eligible to participate in, or continue to participate in, the Plan. Without limitation, the Corporation further reserves the right to refuse participation in the Plan to, or terminate the participation of, any person who, in the sole opinion of the Corporation, is participating in the Plan primarily with a view to arbitrage trading, whose participation in the Plan is part of a scheme to avoid applicable legal requirements or engage in unlawful behaviour or has been artificially accumulating securities of the Corporation, for the purpose of taking undue advantage of the Plan to the detriment of the Corporation. The Corporation may also deny the right to participate in the Plan to any person or terminate the participation of any Participant in the Plan if the Corporation deems it advisable under any laws or regulations.

### **3.6 Fees**

Participants will not be responsible for any brokerage commissions, administration costs or other service charges in connection with the purchase by the Plan Agent of Plan Shares on behalf of the Participants. All such costs will be paid by the Corporation.

Plan Shares purchased on behalf of a Participant are purchased directly from the treasury of the Corporation, and as such there are no brokerage commissions.

Beneficial owners of Common Shares who wish to participate in the Plan through the broker, investment dealer, financial institution or other nominee who holds their Common Shares should consult that nominee to confirm what fees, if any, the nominee may charge to enroll all or any portion of such beneficial owners' Common Shares in the Plan on their behalf or whether the nominee's policies might result in any costs otherwise becoming payable by such beneficial owners.

## **4. The Plan Agent**

### **4.1 Administration of the Plan**

Computershare Trust Company of Canada has been appointed to administer the Plan on behalf of the Corporation and the Participants pursuant to an agreement between the Corporation and the Plan Agent. If Computershare Trust Company of Canada ceases to act as Plan Agent for any reason, another qualified entity will be designated by the Corporation to act as Plan Agent and Participants will be promptly notified of the change.

All funds received by the Plan Agent under the Plan (which consist of cash dividends received from the Corporation) will be applied to the purchase of Plan Shares. In no event will interest be paid to Participants on any funds held for reinvestment under the Plan.

Notwithstanding the foregoing, all issues of interpretation arising in connection with the Plan or its application shall be conclusively determined by the Corporation. See Section 9.5.

#### **4.2 Dealing in Corporation Securities**

The Plan Agent or its affiliates may, from time to time, for their own account or on behalf of accounts managed by them, deal in securities of the Corporation and will not be liable to account to the Corporation or to Participants in respect of such dealings.

#### **4.3 Adherence to Regulation**

The Plan Agent is required to comply with applicable laws, orders or regulations of any governmental authority which impose on the Plan Agent a duty to take or refrain from taking any action under the Plan and to permit any properly authorized person to have access to and to examine and make copies of any records relating to the Plan.

#### **4.4 Resignation of Plan Agent**

The Plan Agent may resign as Plan Agent under the Plan in accordance with the agreement between the Corporation and the Plan Agent, in which case the Corporation will appoint another agent as the Plan Agent.

### **5. Purchase of Common Shares Under the Plan**

#### **5.1 Aggregation of Dividends**

On each Dividend Payment Date, the Corporation will pay all cash dividends payable on Common Shares enrolled in the Plan to the Plan Agent. Those cash dividends, after deduction of any applicable withholding tax, will be aggregated and used by the Plan Agent to purchase Common Shares (including fractional Common Shares, calculated to six decimal places) (the "**Plan Shares**") by way of a Treasury Purchase in the manner specified below, on behalf of Participants.

#### **5.2 Fractional Shares**

Full reinvestment is possible under the Plan as the Plan Agent will credit to the account of each Participant, on each reinvestment made under the Plan, fractional Common Shares, calculated to six decimal places, for any amount that cannot be reinvested in whole Common Shares. The crediting of fractional Common Shares in favour of beneficial owners who participate in the Plan through a broker, investment dealer, financial institution or other nominee will depend on the policies of that broker, investment dealer, financial institution or other nominee.



In certain events described in the Plan, a Participant or its legal representative will be entitled to receive a cheque in payment of the value (less any applicable withholding tax) of any fractional Common Shares remaining in the Participant's account. Upon such payment being sent to the Participant or its legal representative, the Participant's fractional Common Shares will be deemed to be cancelled.

### **5.3 Purchase Date**

On the applicable Dividend Payment Date, or such other date or dates as soon as practicable thereafter, the Plan Agent will acquire the applicable aggregate number of Plan Shares, in the manner provided for herein.

### **5.4 Crediting of Accounts**

On the date of each Treasury Purchase, the Plan Shares acquired by the Plan Agent on such date will be credited to the accounts of the Participants (or, in the case of CDS, credited by the Plan Agent to CDS, which will each in turn credit the accounts of the applicable CDS Participants). The number of Plan Shares acquired by the Plan Agent on each date of acquisition, credited to each Participant's account on each such date, shall be determined, in each case, on a pro rata basis according to the relative entitlement of each Participant to Plan Shares pursuant to the Plan.

### **5.5 Source of Plan Shares**

The Plan Shares acquired by the Plan Agent under the Plan will be Common Shares issued from the treasury of the Corporation (which may be issued with or without a discount to the Average Market Price, as described in Section 5.6) (a "**Treasury Purchase**").

### **5.6 Price of Plan Shares**

Subject to the following paragraphs of this Section 5.6, the price allocated to each Plan Share, or fraction thereof, acquired by the Plan Agent through a Treasury Purchase will be 100 percent of the volume weighted average price of the Common Shares traded on the Toronto Stock Exchange during the last five trading days preceding the relevant Dividend Payment Date (the "**Average Market Price**").

The Board may, in its sole discretion, at any time, determine that Plan Shares issuable in respect of such dividend payment are to be issued at a discount to the Average Market Price (such discount not to exceed five (5) percent). Participants will be promptly notified by way of news release as to any such discount to the Average Market Price and until so notified, the Plan Shares will be issued at a three (3) percent discount to the Average Market Price.

In the event that the Board determines to amend the discount to the Average Market Price at which Plan Shares are to be issued, such discount will apply in respect of Plan Shares, if any, until such time as the Board, in its sole discretion, determines to further change or eliminate the discount then applicable in respect of Plan Shares.

Participants will be promptly notified of any further change by way of news release.

## **6. Withdrawal and Disposition of Plan Shares**

### **6.1 Withdrawal of Plan Shares**

Participants may withdraw some or all of their whole Plan Shares by duly completing the withdrawal portion of the voucher on the reverse of the Participant's periodic statement of account and sending such completed voucher to the Plan Agent by mail in the manner provided for in Section 10, at any time. Alternatively, Participants may follow the instructions at the Plan Agent's web portal at [www.investorcentre.com](http://www.investorcentre.com). The Plan Agent will confirm such withdrawal in the next statement of account mailed to the Participant pursuant to Section 8.2 following receipt of such request. On the withdrawal becoming effective, the Plan Agent will, in accordance with Section 8.1, send to the Participant a certificate representing all whole Common Shares held for the Participant's account under the Plan which have been withdrawn.

Beneficial holders of Common Shares who participate in the Plan must contact their broker, investment dealer, financial institution or other nominee who holds their Common Shares in order to withdraw their Common Shares from participation in the Plan.

### **6.2 Disposition of Plan Shares**

Plan Shares may not be sold, pledged, hypothecated, assigned or otherwise disposed of or transferred. Participants who wish to sell, pledge, hypothecate, assign, or otherwise dispose of or transfer all or any portion of their Plan Shares must withdraw such shares from the Plan in the manner specified in Section 6.1 prior to such sale, pledge, hypothecation, assignment, disposal or transfer.

### **6.3 Plan Shares Remaining in Plan**

If a Participant withdraws less than all of their Plan Shares, the participation of the Participant in the Plan will continue.

## **7. Termination of Enrollment**

### **7.1 Termination by Participant**

Participants may terminate their participation in the Plan by duly completing the termination portion of the voucher on the reverse of the Participant's periodic statement of account and sending such completed voucher to the Plan Agent, in the manner provided for in Section 10. Alternatively, Participants may follow the instructions at the Plan Agent's web portal at [www.investorcentre.com](http://www.investorcentre.com). On the termination becoming effective, the Plan Agent will, in accordance with Section 8.1, send to the Participant a certificate representing all whole Common Shares held for the Participant's account under the Plan and a cheque in payment of the value (less any applicable withholding tax) of any fractional Common Shares remaining in the

Participant's account based on the prevailing market price received at the time of sale.

If a notice of termination is not received by the Plan Agent before 4:00 p.m. (Toronto time) on the fifth (5th) Business Day immediately preceding a Dividend Record Date, the Participant's account will not be closed, and the Participant's enrollment in the Plan will not be terminated, until after the Dividend Payment Date to which that Dividend Record Date relates.

## **7.2 Death of a Participant**

An individual Participant's participation in the Plan will be terminated automatically upon receipt by the Plan Agent of appropriate evidence of the death of a Participant from such Participant's duly appointed legal representative and written instructions to terminate such Participant's participation in the Plan by mail to the Plan Agent in the manner provided for in Section 10. On the termination becoming effective, the Participant's account will be closed and the Plan Agent will, in accordance with Section 8.1, issue a certificate representing all whole Common Shares held for the Participant's account under the Plan together with a cheque in payment of the value (less any applicable withholding tax) of any fractional Common Shares remaining in the Participant's account based on the prevailing market price received at the time of sale. The certificate and cheque will be issued in the name of the deceased Participant.

If a notice of a Participant's death is not received by the Plan Agent before 4:00 p.m. (Toronto time) on the fifth (5th) Business Day immediately preceding a Dividend Record Date, the Participant's account will not be closed, and the Participant's enrollment in the Plan will not be terminated, until after the Dividend Payment Date to which that Dividend Record Date relates.

## **7.3 Termination by the Corporation**

On a Participant's participation in the Plan being terminated by the Corporation in the circumstances described under Section 3.5, the Plan Agent will send to the Participant a certificate representing all whole Common Shares held for the Participant's account under the Plan and a cheque in payment of the value (less any applicable withholding tax) of any fractional Common Shares remaining in the Participant's account based on the prevailing market price received at the time of sale.

## **8. Administration**

### **8.1 Registration of Plan Shares and Issuance of Certificates**

All Plan Shares purchased under the Plan for Participants other than CDS will be registered in the name of the Plan Agent or its nominee. This service protects against loss, theft or destruction of share certificates. The number of Common Shares held by each such Participant under the Plan (less the Common Shares which have previously been withdrawn from the Plan) will be shown on each statement of account provided under Section 8.2.

Certificates for Plan Shares will only be issued to Participants if the Plan is terminated by the Corporation, participation in the Plan is terminated by a Participant or by the Corporation, a Participant withdraws all or any portion of its Plan Shares from its account, or upon the death of the Participant. Physical certificates will only be issued in the name of the applicable Participant and will be issued within three weeks of the relevant event, or, in certain circumstances, in respect of beneficial owners of Common Shares whose Common Shares are enrolled in the Plan and registered in the name of CDS, Plan Shares may, where allowed for or permitted by applicable law and subject to the eligibility and participation by the Corporation, from time to time, in any applicable direct registration system, be electronically issued without a certificate as soon as practicable following the relevant event. No person shall be entitled to receive a certificate, by way of electronic issuance or otherwise, for any fraction of a Common Share.

## **8.2 Statements of Account**

An account will be maintained by the Plan Agent for each Participant with respect to purchases of Plan Shares under the Plan for the account of such Participant. An unaudited statement regarding purchases under the Plan will be mailed on a quarterly basis to each Participant setting out, among other things, the number of Plan Shares purchased through the Plan, the applicable purchase price per Plan Share and the amount of any applicable withholding tax. These statements are a Participant's continuing record of purchases of Plan Shares made on behalf of such Participant pursuant to the Plan and should be retained for income tax purposes.

Shareholders are responsible for calculating and monitoring their own adjusted cost base in Common Shares for Canadian federal income tax purposes, as certain averaging and other rules may apply and such calculations may depend on the cost of other Common Shares held by a Shareholder and certain other factors.

Beneficial owners of Common Shares who are enrolled in the Plan through a broker, investment dealer, financial institution or other nominee may or may not be provided with such reports or forms from their broker, investment dealer, financial institution or other nominee.

## **8.3 Liabilities of the Corporation and Plan Agent**

Neither the Corporation nor the Plan Agent will be liable:

- (a) for any act or omission to act, or will have any duties, responsibilities or liabilities except as expressly set forth in the Plan or required by law;
- (b) in respect of the prices at which Plan Shares are purchased on behalf of Participants under this Plan or the timing of purchases made under the Plan;
- (c) in respect of any decision to amend, suspend, terminate or replace the Plan in accordance with the terms hereof;

- (d) in respect of the involuntary termination of a shareholder's enrollment in the Plan in the circumstances described herein;
- (e) in respect of any failure to terminate an individual Participant's enrollment in the Plan upon such Participant's death before receipt of actual notice of death; or
- (f) in respect of income taxes or other liabilities payable by any Participant or beneficial owner in connection with their participation in the Plan.

Neither the Corporation nor the Plan Agent can assure a profit or protect against a loss on Plan Shares purchased under the Plan.

The Corporation and the Plan Agent shall have the right to reject any request regarding enrollment, withdrawal or termination from the Plan if such request is not received in proper form. Any such request will be deemed to be invalid until any irregularities have been resolved to the satisfaction of the Corporation and/or the Plan Agent. The Corporation and the Plan Agent are under no obligation to notify any Shareholder of an invalid request.

## **9. Miscellaneous**

### **9.1 Voting of Plan Shares**

Whole Common Shares held under the Plan by the Plan Agent for a Participant's account on the record date for a vote of Shareholders will be voted in accordance with the instructions of the Participant, or its duly appointed proxy, given on a form to be furnished to the Participant. Common Shares for which voting instructions are not received will not be voted. No voting rights will attach to any fractional Common Shares held for a Participant's account under the Plan.

### **9.2 Subdivisions and Consolidations**

In the event of a subdivision, consolidation or similar pro rata change in the number of outstanding Common Shares into a greater or lesser number of Common Shares, the Plan Agent will proportionately credit or debit the account of each Participant maintained under the Plan according to the number of Common Shares held for the account of that Participant prior to the effective time of the subdivision, consolidation or similar change.

### **9.3 Amendment, Suspension or Termination of the Plan**

The Corporation reserves the right to amend, suspend or terminate the Plan at any time, but such action shall have no retroactive effect that would prejudice the interests of Shareholders. In the event that the Corporation amends or suspends the Plan, no written notice of any such amendment or suspension will be sent to Participants unless the interests of Participants are, in the opinion of the Corporation, materially prejudiced as a result of such amendment or suspension. The Corporation will publically announce any suspension of the Plan. Generally, no notice will be given to

Participants regarding any amendments to the Plan intended to cure, correct or rectify any ambiguities, defective or inconsistent provisions, errors, mistakes or omissions. Where required, amendments to the Plan will be subject to the prior regulatory approvals, including those of stock exchanges.

In the event that the Corporation terminates the Plan, all Participants will be sent written notice of such termination and the Plan Agent will send to each Participant a certificate for whole Common Shares held for the Participant's accounts under the Plan and a cheque for the value (less any applicable withholding tax) of any remaining fractional Common Shares in such Participant's account based on the prevailing market price received at the time of sale. In the event that the Corporation suspends or terminates the Plan, no investment will be made by the Plan Agent on the Dividend Payment Date immediately following the effective date of such suspension or termination, and any cash dividends paid after the effective date of such termination that would, but for the suspension or termination, be reinvested under the Plan, will be remitted to Participants in the ordinary manner.

#### **9.4 Assignment**

A holder of Common Shares may not assign the holder's right to participate in the Plan.

#### **9.5 Rules**

The Corporation may make rules and regulations to facilitate the administration of this Plan and reserves the right to regulate and interpret the Plan text as the Corporation deems necessary or desirable. Any issues of interpretation arising in connection with the Plan or its application shall be conclusively determined by the Corporation. The Corporation may also adopt rules and regulations concerning the establishment of Internet-based or other electronic mechanisms with respect to the enrollment in this Plan, the communication of information concerning this Plan to the Participants and any other aspects of this Plan.

#### **9.6 Governing Law**

This Plan will be governed by and construed in accordance with the laws of the province of Alberta and the federal laws of Canada applicable therein.

### **10. Notices and Correspondence**

All notices or other documents required to be given to Participants under the Plan, including certificates for Common Shares and cheques, shall be mailed to Participants who are registered holders of Common Shares at their addresses as shown in the register of Shareholders maintained by the registrar and transfer agent of the Corporation.

Notices or inquiries to the Plan Agent shall be sent, in the manner directed by the Plan

or otherwise, as applicable, to:

By telephone: toll-free North America: 1-800-564-6253  
Toronto area: (514) 982-7555

By Mail: Computershare Trust Company of Canada  
Attention: Dividend Reinvestment Department  
10 University Ave. 8<sup>th</sup> Floor, North Tower,  
Toronto, Ontario M5J 2Y1

Or by visiting: [www.investorcentre.com/service](http://www.investorcentre.com/service)

Notices to the Corporation shall be sent to:

Aston Hill Financial Inc.  
Suite 500, 321 – 6<sup>th</sup> Ave. SW  
Calgary, Alberta T2P 3H3  
Attention: Larry Titley

By telephone: (403) 770-4800  
By Fax: (403) 770-4850

## **11. Effective Date**

The effective date of this Plan is **March 3**, 2014.

## INCOME TAX CONSIDERATIONS RELATING TO THE PLAN

The following is a general summary of the principal Canadian federal income tax considerations generally applicable to a beneficial owner of Common Shares who, at all relevant times and for the purposes of the *Income Tax Act* (Canada) (the "**Act**"), is or is deemed to be a resident of Canada, and (i) who is a Participant, or (ii) who is not a registered holder of Common Shares but who has instructed the CDS or a Nominee, as the case may be, to be a Participant on behalf of such beneficial owner (a "**Plan Participant**"). This summary is of a general nature only, is not exhaustive of all possible Canadian tax considerations and is not intended to be legal or tax advice to any particular Plan Participant. As a Plan Participant, it is your responsibility to consult your own tax advisor on the tax consequences of participating in the Plan, including those tax considerations applicable in your country of residence.

This summary is based on the provisions of the Act and the regulations thereunder, all specific proposals to amend the Act or the regulations publicly announced by the government of Canada, and the published administrative practices of the Canada Revenue Agency (the "**CRA**"), all as of **March 3, 2014**. This summary does not otherwise take into account or anticipate any changes in law or administrative practice, nor does it take into account provincial or territorial laws of Canada or the tax laws of any other country.

This summary assumes that all Common Shares held by a Plan Participant, including Common Shares acquired under the Plan, are held by the Plan Participant as capital property. Generally, the Common Shares will be considered to be capital property of a Plan Participant unless the Plan Participant holds the shares in the course of carrying on a business of trading or dealing in securities or otherwise as part of a business of buying and selling securities or the Plan Participant acquired the shares in one or more transactions considered to be part of an adventure or concern in the nature of trade. Certain Plan Participants who might not otherwise be considered to hold their Common Shares as capital property may, in certain circumstances, be entitled to make the irrevocable election under subsection 39(4) of the Act to treat all of their "Canadian securities" (as defined in the Act) as capital property.

This summary does not address the Canadian federal income tax considerations applicable to a Plan Participant that is subject to special rules, such as: (i) a "specified financial institution" (as defined in the Act); (ii) a Plan Participant an interest in which is a "tax shelter investment" (as defined in the Act); (iii) for the purposes of certain rules applicable to securities held by financial institutions (referred to as the "mark-to-market" rules), a "financial institution" (as defined in the Act); or (iv) a Plan Participant that has made a "functional currency" election under the Act to determine its Canadian tax results in a currency other than Canadian currency.

### Plan Participants

#### *Dividends*

The reinvestment of cash dividends pursuant to the Plan does not relieve a Plan Participant of



any liability for income taxes that may otherwise be payable on such amounts. A Plan Participant will be treated, for tax purposes, as having received, on each Dividend Payment Date, a taxable dividend equal to the full amount of the cash dividend payable on such date, which dividend will be subject to the same tax treatment accorded to taxable dividends received by the Plan Participant from a taxable Canadian corporation resident in Canada.

For example, in the case of a Plan Participant who is an individual, dividends will be subject to the gross-up and credit rules contained in the Act, and, in the case of a Plan Participant that is a "private corporation" or a "subject corporation" (both as defined in the Act), a refundable tax may apply to the amount of the dividend. The Corporation has designated that all of its taxable dividends paid on or after March 3, 2014 will be "eligible dividends" within the meaning of the Act unless otherwise stated. The fact that cash dividends are reinvested pursuant to the Plan will not affect the status of any dividend as an "eligible dividend" for the purposes of the Act.

#### *Acquisition of Common Shares at a Discount*

The Corporation may, in its sole discretion, permit the issuance of Plan Shares at a discount to the Average Market Price (the "**Discounted Average Market Price**"). Pursuant to the administrative position of the CRA, the acquisition of a Common Share by a Plan Participant at the Discounted Average Market Price should not result in a taxable benefit for the purposes of the Act, provided that the Discounted Average Market Price is not less than 95% of the fair market value of the Common Share.

#### *Capital Gains*

A Plan Participant who holds Common Shares as capital property may realize a capital gain (or loss) on the sale or exchange of whole and fractional Common Shares acquired through the Plan, equal to the amount by which the proceeds of disposition exceed (or are less than) the adjusted cost base to the Plan Participant of such Common Shares and reasonable costs of disposition. For purposes of determining the amount of any capital gain or capital loss which may result from the disposition of Common Shares, the adjusted cost base of Common Shares owned by a Plan Participant will be the average cost of all Common Shares owned and acquired by a Plan Participant, whether acquired through reinvesting dividends or otherwise acquired outside the Plan. The cost of a Common Share credited to a Plan Participant's account pursuant to the Plan will be equal to the Average Market Price (or Discounted Average Market Price, if applicable) of such Common Share, calculated in the manner described in Sections 5.6 and 5.7, as applicable.

One-half of any capital gain (a "**taxable capital gain**") realized by a Plan Participant on a disposition of Common Shares must be included in the Plan Participant's income for the year of disposition. One-half of any capital loss (an "**allowable capital loss**") generally must be deducted by the holder against taxable capital gains for the year of disposition. Any allowable capital losses in excess of taxable capital gains for the year of disposition generally may be carried back up to three taxation years or carried forward indefinitely and deducted against taxable capital gains in such other years to the extent and under the circumstances described in the Act. A Plan Participant that is throughout the relevant taxation year a "Canadian-controlled private corporation" (as defined in the Act) may be liable to pay an additional

refundable tax of 6 2/3% on its "aggregate investment income" (as defined in the Act) for the year which will include an amount in respect of taxable capital gains. If the Plan Participant is a corporation, the amount of any capital loss arising from a disposition or deemed disposition of such Common Shares may be reduced by the amount of dividends received or deemed to have been received by it on such shares to the extent and under circumstances prescribed by the Act. Similar rules may apply where a corporation is a member of a partnership or a beneficiary of a trust that owns Common Shares. Plan Participants to whom these rules may be relevant should consult their own tax advisors.

#### *Termination of Participation*

When a Plan Participant's participation in the Plan is terminated by the Plan Participant or the Corporation or when the Plan is terminated by the Corporation, the Plan Participant will receive a cash payment equal to the value of any fractional Common Share interest remaining in the Plan Participant's account. A deemed dividend may arise if the cash payment for a fractional Common Share exceeds the paid-up capital in respect of such fractional Common Share and a capital gain (or loss) may also be realized in certain circumstances. A deemed dividend is treated in the manner described above under the heading "Plan Participants – Dividends".

#### *Alternative Minimum Tax*

A capital gain realized, or a dividend received (or deemed to be received) by an individual or a trust (other than certain specified trusts) may give rise to a liability for alternative minimum tax.