NOTICE OF SPECIAL MEETING

OF COMMON SHAREHOLDERS OF

GMP CAPITAL INC.

To be held on August 6, 2019

MANAGEMENT INFORMATION CIRCULAR

The Board of Directors of GMP Capital Inc. recommends that Common Shareholders vote FOR the Resolutions set out in this Information Circular

July 8, 2019

July 8, 2019

Dear Common Shareholders,

On June 17, 2019, GMP Capital Inc. ("**GMP**" or the **"Company**") and certain of its wholly-owned subsidiaries (collectively, the "**Vendors**") entered into a securities and asset purchase agreement, (as may be subsequently amended, supplemented or otherwise modified, the "**Purchase Agreement**") with certain affiliates of Stifel Financial Corp. (collectively, the "**Purchasers**"), pursuant to which the Purchasers have agreed, subject to the terms and conditions of the Purchase Agreement, to acquire substantially all of GMP's capital markets business (the "**Sale Transaction**"). Pursuant to the Purchase Agreement, the Purchasers have agreed to pay a cash purchase price to be determined at closing of the Sale Transaction based on the tangible book value of the business at such time plus a premium of $45 million, subject to adjustment. For illustrative purposes, had the Sale Transaction closed on April 30, 2019, the purchase price would have been approximately $70 million.

Immediately following the closing of the Sale Transaction, GMP will continue to hold its 33% interest in Richardson GMP Limited ("**Richardson GMP**") together with approximately $198 million of net working capital (approximately $177 million after the Return of Capital (as defined below)). GMP intends to make wealth management the centerpiece of its growth strategy going forward as discussed in more detail in the accompanying management information circular. Accordingly, the board of directors of GMP has formed a special committee of independent directors, excluding any directors affiliated with Richardson Financial Group Limited ("**RFGL**"), to work towards acquiring 100% of Richardson GMP. Any such acquisition would be undertaken in accordance with the shareholders agreement governing Richardson GMP. There can be no assurance that any transaction involving Richardson GMP will be completed or on what terms or structure any such transaction may occur.

Following closing of the Sale Transaction, the Company will have sufficient financial means and shall continue to pay preferred share dividends in accordance with their terms. In addition, the board of directors of GMP expects to continue to pay regular quarterly dividends at the current rate to holders of GMP's common shares. The declaration and payment of such dividends remain at the discretion of the board of directors of GMP and will continue to be reviewed by the board of directors of GMP in the normal course.

The Sale Transaction may constitute a sale of substantially all of the assets of GMP under applicable corporate law; therefore we are seeking the approval of GMP's common shareholders. Consequently, you are invited to attend a special meeting of GMP's common shareholders (the "**Meeting**") that will be held at the offices of Stikeman Elliott LLP at 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, M5L 1B9, on August 6, 2019 at 10:00 a.m. (Prevailing Eastern Time) to vote on a special resolution to approve the Sale Transaction (the "**Transaction Resolution**"). In order to pass the Transaction Resolution, not less than two-thirds (66⅔%) of the votes cast by the holders of GMP's common shares at the Meeting must be voted **FOR** the Transaction Resolution.

Our board of directors has unanimously determined that the Sale Transaction is in the best interests of GMP and unanimously recommends that GMP's common shareholders vote **FOR** the Transaction Resolution.

In making its recommendation, our board of directors considered a number of factors, including, but not limited to, the following:

- ***Focus on Wealth Management*** – The decision to undertake the Sale Transaction reflects the belief of the board of directors that focusing on wealth management offers the greatest potential for long-term value creation for shareholders. The Company's capital markets business has suffered uneven financial performance in recent years attributable in part to declines in pricing and activity levels in the natural resource sector. Furthermore, the board of directors believes there are risks involved with respect to the sustainability of the capital markets business model in light of its lack of scale relative to actual and potential competitors and the volatility associated with changing competitive dynamics and activity levels in the cannabis and blockchain sectors. Accordingly, the Company intends to make wealth management the centerpiece of the Company's growth strategy going forward. The Sale Transaction will not only raise transaction proceeds but will also allow for the redeployment of considerable capital, which was previously largely used to support capital markets activities, to invest in wealth management. It is expected that following closing of the Sale Transaction, the Company will have approximately $198 million of net working capital (approximately $177 million after the Return of Capital) to accelerate the growth of the wealth management business (and to meet its other obligations) and to that end the board of directors has formed a special committee of independent directors, excluding any directors affiliated with RFGL, to work towards acquiring 100% of Richardson GMP.

- ***Strategic Alternatives*** – The auction process was a result of a review by the board of directors of strategic alternatives available to the Company. In reviewing strategic alternatives reasonably available to Company, the board of directors considered, among other things, continuing to operate the capital markets business, certain divestitures of assets and a potential wind-down of all or parts of the capital markets business of the Company. The board of directors also considered the sale of the Company as a whole. The board of directors concluded, after a thorough review and after receiving financial, legal and other professional advice, that the Sale Transaction is more favourable to the Company than the other strategic alternatives reasonably available to the Company.

- ***Auction Process*** – The Sale Transaction is the result of a broad auction process carried out by the Company, with the assistance of Lazard Canada Inc., and with oversight by the special committee of the Company. The auction process was conducted over a period of approximately six months. A potential transaction was discussed with 14 potential counterparties and negotiations were held with three potential counterparties. None of the potential counterparties submitted proposals for the acquisition of the Company as a whole. The Sale Transaction was the only actionable transaction which resulted from this process.

- ***Purchase Price/Fairness Opinions*** – The Purchasers will acquire substantially all of the Company's capital markets business for cash consideration to be determined at closing of the Sale Transaction based on the then tangible book value of the business plus $45 million, subject to adjustment. For illustrative purposes, had the Sale Transaction closed on April 30, 2019, the purchase price would have been approximately $70 million. Each of Lazard Canada Inc. and Sheumack & Co. GMA, LLC. has provided a fairness opinion to the effect that, subject to the scope of review, assumption, limitations and qualifications contained therein, as of June 16, 2019, the aggregate consideration to be paid to the Vendors pursuant to the Purchase Agreement is fair, from a financial point of view, to the Vendors.

For more information on the factors considered, please refer to "*Reasons for the Sale Transaction*" in the accompanying management information circular.

RFGL, GMP's largest shareholder, and members of the board of directors of GMP, collectively representing over 25.3% of the outstanding common shares of GMP (calculated on a non-diluted basis), have entered into voting agreements with the Purchasers pursuant to which they have agreed to vote their common shares of GMP in favour of the Sale Transaction at the Meeting.

If the Transaction Resolution is approved at the Meeting, Harris Fricker intends to step down as President and Chief Executive Officer of GMP shortly following the Meeting and the board of directors of GMP intends to appoint Kishore Kapoor, a current director of GMP, as Interim President and Chief Executive Officer at such time. Mr. Fricker will continue to be the President and Chief Executive Officer of the capital markets business pending the completion of the Sale Transaction and will continue to be a director of GMP.

At the Meeting, the holders of common shares of GMP, if the Transaction Resolution is approved, will also be asked to vote on a special resolution to approve a reduction of the stated capital of GMP's common shares (the "**Stated Capital Reduction Resolution**") by $0.275 per Common Share (approximately $20.7 million in the aggregate) pursuant to subsection 34(1) of the Business Corporations Act (Ontario) to permit a special distribution to be paid to common shareholders. Assuming the Sale Transaction is completed, the board of directors of GMP currently intends to pay to holders of common shares a special distribution through a one-time return of capital distribution in the amount of $0.275 per common share ("**Return of Capital**"). In order to pass this Stated Capital Reduction Resolution, not less than two-thirds (66⅔%) of the votes cast by the holders of GMP's common shares at the Meeting must be voted **FOR** the Stated Capital Reduction Resolution.

Our board of directors recommends that GMP's common shareholders vote **FOR** the Stated Capital Reduction Resolution.

The Transaction Resolution and the Stated Capital Reduction Resolution are distinct resolutions. Approval of the Transaction Resolution is not conditional on approval of the Stated Capital Reduction Resolution. However, if the Transaction Resolution is not approved, then common shareholders will not be asked to consider the Stated Capital Reduction Resolution at the Meeting. An adverse vote on the Stated Capital Reduction Resolution will have no effect on the Transaction Resolution.

If common shareholders approve the Sale Transaction, we hope to receive the necessary regulatory approvals and satisfy the other closing conditions to close the Sale Transaction during the second half of 2019.

The accompanying management information circular contains additional information about the Sale Transaction and the proposed reduction of stated capital. Please give this material your careful consideration and, if you require assistance, consult your financial, tax or other professional advisors or the Company's strategic shareholder advisor and proxy solicitation agent, Kingsdale Advisors, by telephone at 1-800-775-1986 (toll free in North America) or 416-867-2272 (collect outside North America), or by email at contactus@kingsdaleadvisors.com.

We look forward to your participation at the Meeting. If you are a registered holder of common shares, to vote your common shares at the Meeting, you can either return a duly completed and executed form of proxy enclosed with this letter and the management information circular by mail or by fax in order

to ensure your representation at the Meeting. Other acceptable methods of delivery of your proxy (telephone and internet) are set forth in the accompanying form of proxy and management information circular. If you are a non-registered (beneficial) holder of common shares and receive these materials from your broker or other intermediary, please complete and return the form of proxy or voting instruction form provided to you in accordance with the instructions provided by your broker or intermediary.

On behalf of the board of directors, we would like to express our gratitude for the support our shareholders and employees have demonstrated with respect to our decision to move ahead with the proposed sale of our capital markets business and we look forward to seeing you at the Meeting.

Sincerely,

"Donald Wright"
Donald A. Wright
Chair of the Board of Directors
GMP Capital Inc.

"Harris Fricker"
Harris A. Fricker
President and Chief Executive Officer
GMP Capital Inc.

NOTICE OF SPECIAL MEETING OF COMMON SHAREHOLDERS

NOTICE IS HEREBY GIVEN that a special meeting (including any postponement or adjournment thereof, the "**Meeting**") of the holders ("**Common Shareholders**") of common shares ("**Common Shares**") of GMP Capital Inc. ("**GMP**" or the "**Company**") will be held at the offices of Stikeman Elliott LLP at 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, M5L 1B9, on August 6, 2019 at 10:00 a.m. (Prevailing Eastern Time) for the following purposes:

(a) for the Common Shareholders to consider, and if deemed advisable, to approve a special resolution (the "**Transaction Resolution**"), the full text of which is included as Schedule B to the accompanying management information circular (the "**Information Circular**"), regarding the proposed sale of substantially all of the capital markets business carried on by the Company and its subsidiaries to certain affiliates of Stifel Financial Corp., which may constitute the sale of substantially all of the property of the Company other than in the ordinary course of business, pursuant to the securities and asset purchase agreement dated June 17, 2019 among the Company, Griffiths McBurney Canada Corp., FirstEnergy Capital LLP, Stifel Nicolaus Canada, Inc., Stifel Nicolaus Europe Limited and Thomas Weisel Partners Group Inc., as may be subsequently amended, supplemented or otherwise modified, as more particularly described in the Information Circular;

(b) for the Common Shareholders to consider, and if deemed advisable, to approve a special resolution (the "**Stated Capital Reduction Resolution**"), the full text of which is included as Schedule C to the Information Circular, approving a reduction of the stated capital of the Common Shares by $0.275 per Common Share (approximately $20.7 million in the aggregate) pursuant to subsection 34(1) of the *Business Corporations Act* (Ontario) (the "**OBCA**") to permit a special distribution to be paid to Common Shareholders, all as more particularly described in the Information Circular; and

(c) to transact such further and other business as may properly be brought before the Meeting.

The Transaction Resolution and the Stated Capital Reduction Resolution are distinct resolutions. Approval of the Transaction Resolution is not conditional on approval of the Stated Capital Reduction Resolution. However, if the Transaction Resolution is not approved, then Common Shareholders will not be asked to consider the Stated Capital Reduction Resolution at the Meeting. An adverse vote on the Stated Capital Reduction Resolution will have no effect on the Transaction Resolution.

In order to become effective, the Transaction Resolution and the Stated Capital Reduction Resolution must each be passed by an affirmative vote of not less than two-thirds (66⅔%) of the votes cast by Common Shareholders present in person or represented by proxy at the Meeting and voting thereon.

The record date for determination of Common Shareholders entitled to receive notice of and to vote at the Meeting is July 2, 2019 (the "**Record Date**"). Only Common Shareholders whose names have been entered in the register of Common Shares on the close of business on the Record Date will be

entitled to receive notice of and to vote at the Meeting. Shareholders who acquire Common Shares after the Record Date will not be entitled to vote such securities at the Meeting.

As a Common Shareholder, you are entitled to receive notice of and attend the Meeting and to cast one vote for each Common Share that you own as of the Record Date.

A Common Shareholder may attend the Meeting in person or may be represented by proxy. Common Shareholders are requested to date, sign and return the accompanying form of proxy for use at the Meeting. To be valid, the form of proxy must be received by AST Trust Company (Canada) no later than 10:00 a.m. (Prevailing Eastern Time) on August 1, 2019 (or at least 48 hours, excluding weekends and holidays, prior to any reconvened Meeting in the event of any adjournment or postponement of the Meeting): (i) by mail in the enclosed postage prepaid envelope; (ii) by internet at www.astvotemyproxy.com; (iii) by toll-free telephone at 1-(888)-489-7352; (iv) by email to proxyvote@astfinancial.com; (v) by delivery in person to 1 Toronto Street, Suite 1200, Toronto, Ontario, M5C 2V6; or (vi) by facsimile to (416) 368-2502 or 1-(866)-781-3111 (toll free), Attention: Proxy Department. Notwithstanding the foregoing, the Chair of the Meeting has the discretion to accept proxies received after such deadline. The time limit for deposit of proxies may be waived or extended by the Chair of the Meeting at his or her discretion, without notice. If you are a non-registered beneficial Common Shareholder, you must follow the instructions provided by your broker, securities dealer, bank, trust company or other similar intermediary in order to vote your Common Shares. The Information Circular explains the voting process in more detail.

Registered Common Shareholders have a right to dissent with respect to the Transaction Resolution and, if the Transaction Resolution becomes effective, to be paid the fair value of their Common Shares in accordance with the provisions of Section 185 of the OBCA. A Registered Common Shareholder may only exercise the right to dissent under Section 185 of the OBCA in respect of Common Shares which are registered in that shareholder's name. Failure to comply strictly with the provisions of the OBCA may result in the loss or unavailability of the right to dissent. The execution or exercise of a proxy does not constitute a written objection for the purposes of Section 185 of the OBCA.

A dissenting Common Shareholder must submit to the Company a written objection to the Transaction Resolution at or before the Meeting, which dissent notice if delivered before the Meeting must be received by the Company, at 145 King Street West, Suite 300, Toronto, Ontario, M5H 1J8 Attention: Krista Coburn, Managing Director, General Counsel, and must otherwise strictly comply with the dissent procedures prescribed by the OBCA. A Registered Common Shareholder's right to dissent is more particularly described in the Information Circular, and the text of Section 185 of the OBCA is set forth in Schedule F to the Information Circular.

Persons who are beneficial owners of Common Shares registered in the name of a broker, securities dealer, bank, trust company or other similar intermediary who wish to dissent should be aware that only the Registered Common Shareholders are entitled to dissent. Accordingly, a beneficial owner of Common Shares desiring to exercise the right to dissent must make arrangements for the Common Shares beneficially owned by such holder to be registered in such holder's name prior to the time the written objection to the Transaction Resolution is required to be received by the Company or, alternatively, make arrangements for the Registered Common Shareholders of such Common Shares to dissent on behalf of the beneficial holder.

The proxyholder has discretion under the accompanying form of proxy or voting instruction form with respect to any amendments or variations of the matters of business to be acted on at the Meeting or any other matters properly brought before the Meeting, in each instance, to the extent permitted by law. As of the date hereof, management of the Company knows of no amendments, variations or other matters to come before the Meeting other than the matters set forth in this notice of meeting. Common Shareholders that are planning on returning the accompanying form of proxy or voting instruction form are encouraged to review the Information Circular carefully before submitting the form of proxy or voting instruction form.

If you have any questions or require assistance with voting your proxy, please contact the Company's strategic shareholder advisor and proxy solicitation agent, Kingsdale Advisors, at 1-800-775-1986 toll free in North America, or call collect outside North America at +1-416-867-2272 or by email at contactus@kingsdaleadvisors.com.

BY ORDER OF THE BOARD OF DIRECTORS

"Deborah Starkman"

Toronto, Ontario
July 8, 2019

Deborah J. Starkman
Chief Financial Officer and Corporate Secretary

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ADDENDA

MANAGEMENT INFORMATION CIRCULAR

Unless stated otherwise, the information in this Information Circular is dated as of July 8, 2019. All capitalized terms used in this Information Circular but not otherwise defined herein have the meanings set forth under the Glossary of Terms attached as Schedule A to this Information Circular. All references to dollar amounts are references to Canadian dollars ($), unless stated otherwise.

This Information Circular is furnished in connection with the solicitation of proxies by or on behalf of management of the Company to all of the Common Shareholders, for use at the Meeting, together with the notice of meeting and form of proxy.

No person has been authorized to give any information or make any representation in connection with the Sale Transaction or any other matters to be considered at the Meeting other than those contained in this Information Circular and, if given or made, any such information or representation must not be relied upon as having been authorized. Common Shareholders are encouraged to obtain independent legal, tax, financial and investment advice in their jurisdiction of residence with respect to this Information Circular, and the consequences of the Sale Transaction.

Unless the context indicates otherwise, all references to “GMP”, the “Company”, “our”, or “we” refer to GMP Capital Inc. and, as applicable, its predecessor, GMP Capital Trust. All references to “GMP Group” refer to GMP, together with the operations controlled and consolidated by it, unless otherwise indicated.

FORWARD-LOOKING INFORMATION

This Information Circular contains certain forward-looking statements and forward-looking information (collectively referred to herein as forward-looking statements) within the meaning of applicable Canadian securities laws. All statements other than statements of present or historical fact are forward-looking statements. Forward-looking information is often, but not always, identified by the use of words such as “anticipate”, “believe”, “plan”, “intend”, “objective”, “continuous”, “ongoing”, “estimate”, “expect”, “may”, “will”, “project”, “should”, or similar words suggesting future outcomes. In particular, this Information Circular contains forward-looking statements including, without limitation, in relation to:

- the estimated timing of and the steps required to complete the Sale Transaction and the likelihood of completion;
- the obtaining of shareholder approval and all regulatory and third party approvals required in order to complete the Sale Transaction;
- the belief of GMP that the Vendors can satisfy all of the conditions precedent in relation to the Purchase Agreement;
- the filing of all applications with, and notices and submissions to Governmental Entities;
- the timing of the Meeting and matters to be discussed thereat;
- any cash distribution to Common Shareholders and tax consequences for certain Common Shareholders;
- the expectation that GMP will have cash and cash equivalents which exceed its obligations following the closing of the Sale Transaction;

- the amount of funds available for distribution to Common Shareholders and the timing of distributions to Common Shareholders;
- the payments expected to be made to certain officers of GMP in connection with the "termination" provisions in their respective employment agreements;
- the anticipated paid-up capital of the Common Shares;
- GMP's strategy, business plan, its financial position and prospects and the performance and success of operations both before and following completion of the Sale Transaction;
- the nature of GMP's growth strategy going forward and execution on any of the potential plans (including the potential acquisition of 100% of Richardson GMP); and
- the anticipated benefits of the Sale Transaction.

The forward-looking statements are based on certain key expectations and assumptions of GMP concerning, among other things: anticipated financial performance, business prospects, strategies, regulatory developments, exchange rates, tax laws, the sufficiency of budgeted capital expenditures in carrying out planned activities, the availability and cost of labour and services, the structure and effect of the Sale Transaction being completed in accordance with the terms of the Purchase Agreement and in accordance with the timing currently anticipated, all conditions precedent in the Purchase Agreement being satisfied or waived, including shareholder approval of the Transaction Resolution, the timely receipt of any and all Regulatory Approvals and third party consents to the Sale Transaction, and there being no intervening events that will materially reduce the Company's net working capital following completion of the Sale Transaction. All of these assumptions are subject to change based on market conditions and potential timing delays. Although management considers these assumptions to be reasonable based on information currently available to it, they may prove to be incorrect.

By their very nature, forward-looking statements involve inherent risks and uncertainties (both general and specific) and risks that forward-looking statements will not be achieved. Undue reliance should not be placed on forward-looking statements, as a number of important factors could cause the actual results to differ materially from the beliefs, plans, objectives, expectations and anticipations, estimates and intentions expressed in the forward-looking statements, including those set out below and those detailed elsewhere in this Information Circular (including under the heading "*Risk Factors*"):

- the risk that the Sale Transaction may not be completed on a timely basis, if at all;
- possible failure of a party to the Purchase Agreement to satisfy the conditions precedent set out in the Purchase Agreement;
- the risk of not obtaining required third party, regulatory or contractual consents or approvals, including the Regulatory Approvals and shareholder approval of the Transaction Resolution;
- possible termination of the Purchase Agreement by a party to the Purchase Agreement;
- the risk that the Sale Transaction may involve unexpected costs, liabilities or delays;
- the risk that, prior to the completion of the Sale Transaction, GMP's or Richardson GMP's businesses may experience significant disruptions, including loss of clients or employees, due to transaction related uncertainty or other factors and the resulting risks that the conditions to closing the Sale Transaction may not be satisfied;

- risks that the Purchase Price may be adversely affected by a reduction in the Closing Tangible Book Value or a $5.0 million reduction in certain specified circumstances;
- uncertainty as to the actual amount of net working capital available to the Company following closing of the Sale Transaction including due to the incurrence of certain transaction, severance and other costs;
- third parties with which GMP currently does business may cease to do so;
- the possibility that legal proceedings may be instituted against GMP, the Vendors and/or others relating to the Sale Transaction and the outcome of such proceedings;
- the possible occurrence of an event, change or other circumstance that could result in the termination of the Sale Transaction;
- risks related to the diversion of management's attention from GMP's and Richardson GMP's ongoing business operations;
- restrictions on GMP from soliciting third parties to make an Acquisition Proposal;
- risks related to GMP's and Richardson GMP's strategy going forward, including the risk that no transaction will occur for the acquisition by the Company of 100% of Richardson GMP;
- the Purchase Agreement restricts the Company's business following completion of the Sale Transaction;
- other risks inherent in the financial and wealth management industries;
- cash reserves following the Sale Transaction may be insufficient;
- a substantial number of Common Shareholders could exercise their dissent rights in respect of the Transaction Resolution; and
- potential tax liability for Common Shareholders who may be required to pay taxes depending on the cost base of the Common Shares.

Readers are cautioned that the foregoing list is not exhaustive. The information contained in this Information Circular identifies additional factors that could affect the operating results and performance of GMP. See "*Risk Factors*." Additional information on other risk factors that could affect the operations or financial results of GMP can be found under "*Risk Factors*" in GMP's annual information form dated February 28, 2019, and management's discussion and analysis for the three months ended March 31, 2019, which are both available on SEDAR (www.sedar.com). GMP urges you to carefully consider those factors.

The forward-looking statements contained herein are expressly qualified in their entirety by this cautionary statement. The forward-looking statements included in this Information Circular are made as of the date of this Information Circular and GMP undertakes no obligation to publicly update such forward-looking statements to reflect new information, subsequent events or otherwise unless so required by applicable securities laws.

GENERAL VOTING INFORMATION

WHO CAN VOTE

You are entitled to vote at the Meeting if you were a holder of Common Shares at the close of business on the Record Date, being July 2, 2019. On the Record Date, there were 75,446,182 Common Shares issued and outstanding.

Each Common Share you own as of the close of business on the Record Date entitles you to one vote.

NO NOTICE AND ACCESS

GMP has elected not to use notice and access to distribute this Information Circular, the notice of meeting and the form of proxy. Both Registered Common Shareholders and Beneficial Common Shareholders will be mailed a paper copy of the notice of meeting and this Information Circular, together with a form of proxy or voting instruction form (as the case may be), unless a Beneficial Common Shareholder has waived the right to receive them. Registered Common Shareholders and non-objecting Beneficial Common Shareholders will be mailed these materials directly by, or on behalf of, GMP.

VOTING BY PROXY

Voting by proxy means you are giving the persons or person named in your form of proxy the authority to attend the Meeting and vote your Common Shares for you. **The enclosed form of proxy names the Chair and his alternate, each a director or officer of GMP, as your proxyholder. You have the right to appoint another person or company to be your proxyholder other than the Chair and his alternate as set out on the form of proxy.** To do so, fill in that person's name in the blank space located near the top of the enclosed form of proxy and cross out the name of the Chair and his alternate. If you return the attached form of proxy to AST Trust Company (Canada), and have left the line for the proxyholder's name blank, then the Chair (or his alternate) will automatically become your proxyholder.

HOW YOUR PROXY WILL BE VOTED

On your form of proxy, you can indicate how you want your proxyholder to vote on the matters listed in the notice of meeting by checking the appropriate boxes on the form of proxy. The Common Shares represented by your form of proxy will be voted or withheld from voting in accordance with your instructions on any ballot that may be called for at the Meeting. If you have specified on the form of proxy how you want to vote on a particular matter, then your proxyholder must cast your votes as instructed.

If you have NOT specified how to vote on a particular matter, your proxyholder is entitled to vote your Common Shares as he or she sees fit. Please note that if your form of proxy does not specify how to vote on any particular matter, and if you have authorized the Chair (or his alternate) to act as your proxyholder (by leaving the line for the proxyholder's name blank on the form of proxy), your Common Shares will be voted at the Meeting FOR the Transaction Resolution and FOR the Stated Capital Reduction Resolution.

For more information on these matters, please refer to "*Business of the Meeting*" in this Information Circular. **If any other matters properly arise at the Meeting that are not described in the notice of meeting, or if any amendments or variations are proposed to the matters described in the notice of meeting, your proxyholder is entitled to vote your Common Shares as he or she sees fit.** The notice of meeting sets out all the matters to be determined at the Meeting that are known to the management of GMP as of July 8, 2019.

SOLICITATION OF PROXIES

The solicitation of your proxy (your vote) is made by or on behalf of management of GMP. GMP requests that you fill out your form of proxy to ensure your votes are cast at the Meeting. If you leave the form of proxy blank, and if you do not specify how your Common Shares are to be voted on particular resolutions, the Chair (or his alternate) will vote your Common Shares as described above under "*General Voting Information – How Your Proxy Will Be Voted*."

GMP will pay the cost related to the foregoing solicitation of your proxy. This solicitation is expected to be made primarily by mail. Regular employees of GMP, may also ask for proxies to be returned, but will not be paid any additional compensation for doing so.

The Company has retained Kingsdale Advisors to provide strategic advisory services, as well as the following services in connection with the Meeting: review and analysis of this Information Circular, liaising with proxy advisory firms, developing and implementing shareholder communication and engagement strategies, advice with respect to the Meeting and proxy protocol, reporting and reviewing the tabulation of proxies, and the solicitation of proxies including contacting Common Shareholders by telephone. In connection with their services in respect of the Meeting, Kingsdale is expected to receive a fee of $65,000 plus reasonable out-of-pocket expenses. The Company may also reimburse brokers and other persons holding Common Shares in their name or in the name of nominees for their costs incurred in sending proxy material to their principals in order to obtain their proxies.

VOTES REQUIRED FOR APPROVAL

The Transaction Resolution and the Stated Capital Reduction Resolution are distinct resolutions. Approval of the Transaction Resolution is not conditional on approval of the Stated Capital Reduction Resolution. However, if the Transaction Resolution is not approved, then Common Shareholders will not be asked to consider the Stated Capital Reduction Resolution at the Meeting. An adverse vote on the Stated Capital Reduction Resolution will have no effect on the Transaction Resolution.

In order to become effective, the Transaction Resolution and the Stated Capital Reduction Resolution must each be passed by an affirmative vote of not less than two-thirds (66⅔%) of the votes cast by Common Shareholders present in person or represented by proxy at the Meeting and voting thereon.

QUORUM

The quorum for the transaction of business at the Meeting is at least two shareholders entitled to vote thereat, whether present in person or represented by proxy, holding or representing at least 25% of the total number of issued and outstanding Common Shares entitled to vote at the Meeting.

OWNERS OF 10% OR MORE OF OUR COMMON SHARES

As at the date hereof, the following table sets forth the only persons or companies who, to the knowledge of the directors and the executive officers of GMP, based on available public records, beneficially own, or control or direct, directly or indirectly, voting securities of GMP carrying 10% or more of the voting rights attached to any class of voting securities of GMP.

Name	Number of Common Shares	Percentage of Class	Percentage of Votes
James Richardson & Sons, Limited[(1)]	18,170,575	24.1%[(2)]	24.1%[(2)]
Fidelity Investments Canada ULC	8,058,260	10.68%	10.68%

(1) Common Shares are held indirectly through James Richardson & Sons, Limited's subsidiary, Richardson Financial Group Limited.
(2) Calculated on a non-diluted basis.

VOTING INSTRUCTIONS – REGISTERED COMMON SHAREHOLDERS

You are a registered Common Shareholder (a "**Registered Common Shareholder**") if the Common Shares you own are registered in your name and appear on a Common Share certificate as of the Record Date.

If you are a Registered Common Shareholder, you are able to vote on the items of business set out in this Information Circular by completing the form of proxy.

To be valid, Registered Common Shareholders must submit the form of proxy to AST Trust Company (Canada) no later than 10:00 a.m. (Prevailing Eastern Time) on August 1, 2019 (or at least 48 hours, excluding weekends and holidays, prior to any reconvened Meeting in the event of any adjournment or postponement of the Meeting): (i) by mail in the enclosed postage prepaid envelope; (ii) by internet at www.astvotemyproxy.com; (iii) by toll-free telephone at 1-(888)-489-7352; (iv) by email to proxyvote@astfinancial.com; (v) by delivery in person to 1 Toronto Street, Suite 1200, Toronto, Ontario, M5C 2V6; or (vi) by facsimile to (416) 368-2502 or 1-(866)-781-3111 (toll free), Attention: Proxy Department. Notwithstanding the foregoing, the Chair of the Meeting has the discretion to accept proxies received after such deadline. The time limit for deposit of proxies may be waived or extended by the Chair of the Meeting at his or her discretion, without notice.

If you wish to vote in person at the Meeting, complete and return the enclosed form of proxy appointing yourself to be in attendance at the Meeting. When you arrive at the Meeting, please register your attendance with the scrutineers from AST Trust Company (Canada). If a vote by ballot is called at the Meeting you will be asked to complete a ballot in order for your shares to be included.

If you do not wish to attend the Meeting, you may still authorize another person – called a proxyholder – to attend the Meeting and represent your Common Shares for you. This is called voting by proxy. You may either tell your proxyholder how you want to vote or let him or her choose for you. To do so, **you will need to complete the enclosed form of proxy and return it to AST Trust**

Company (Canada). If a vote by ballot is called at the Meeting your proxyholder will be asked to complete a ballot in order for your shares to be included.

If you have any questions or require assistance with voting your proxy, please contact the Company's strategic shareholder advisor and proxy solicitation agent, Kingsdale Advisors, at 1-800-775-1986 toll free in North America, or call collect outside North America at +1-416-867-2272 or by email at contactus@kingsdaleadvisors.com.

RETURNING YOUR PROXY – REGISTERED COMMON SHAREHOLDERS

If you are a Registered Common Shareholder, to ensure your vote is recorded, your form of proxy must be filled out, correctly signed (exactly as your name appears on the form of proxy), and returned to AST Trust Company (Canada) by **10:00 a.m. (Prevailing Eastern Time) on August 1, 2019** (or at least 48 hours, excluding weekend and holidays, prior to any reconvened Meeting in the event of any adjournment or postponement of the Meeting). Your proxyholder may then vote on your behalf at the Meeting.

REVOKING YOUR PROXY – REGISTERED COMMON SHAREHOLDERS

If you want to revoke your proxy after you have signed and delivered it to AST Trust Company (Canada), but prior to it being acted upon, you may do so by any one of the following methods:

- delivering another properly executed form of proxy bearing a later date and delivering it as set out above under the heading "*Voting Instructions – Registered Common Shareholders – Returning Your Proxy*" above; or
- by clearly indicating in writing that you want to revoke your proxy and delivering this written document to the Corporate Secretary of GMP at GMP Capital Inc., 145 King Street West, Suite 300, Toronto, Ontario M5H 1J8, or by fax: (416) 943-6671, at any time up to and including the last business day preceding the day of the Meeting (or a reconvened Meeting in the event of an adjournment of the Meeting) at which the Form of Proxy is to be used; or
- by clearly indicating in writing that you want to revoke your proxy and delivering this written document to the Chair of the Meeting prior to the commencement of the Meeting (or a reconvened Meeting in the event of an adjournment of the Meeting); or
- any other manner permitted by law.

If you revoke your proxy and do not replace it with another form of proxy that is deposited with AST Trust Company (Canada) on or before the deadline, **10:00 a.m. (Prevailing Eastern Time) on August 1, 2019**, you may still vote your own Common Shares in person at the Meeting provided you are a Registered Common Shareholder whose name appeared on the shareholders' register of GMP as at the Record Date.

VOTING INSTRUCTIONS – BENEFICIAL COMMON SHAREHOLDERS

You are a non-Registered Common Shareholder (a "**Beneficial Common Shareholder**") if the Common Shares you own are registered in the name of an intermediary such as your broker, an agent or nominee of that broker or another intermediary. Most Common Shareholders are Beneficial Common Shareholders. If you are a Beneficial Common Shareholder, along with this Information

Circular, you will receive a voting instruction form from your intermediary, which will relate to those Common Shares that are held on your behalf. If you attend the Meeting in person, we may not have records of your shareholdings or entitlement to vote as a Beneficial Common Shareholder, so you must follow carefully the instructions from your intermediary to vote. These instructions are found on your voting information form.

If you wish to vote in person at the Meeting you may only do so as a proxyholder for the registered intermediary holder. If you wish to do this, **you must follow the instructions of your intermediary on how to vote your Common Shares by proxy. Beneficial Common Shareholders who appoint themselves as proxyholder should, upon arrival, register with the scrutineers from AST Trust Company (Canada). If a vote by ballot is called at the Meeting you will be asked to complete a ballot in order for your Common Shares to be included.**

If you do not wish to attend the Meeting and vote in person you can instruct your intermediary as to how you want your Common Shares to be voted at the Meeting by completing the voting instruction form provided by your intermediary. Your intermediary is required by Canadian securities laws to seek voting instructions from you as a Beneficial Common Shareholder in advance of the Meeting. **If you are a Beneficial Common Shareholder, you should carefully follow the voting instructions provided by your intermediary in order to ensure that your Common Shares are voted at the Meeting.**

If you have any questions or require assistance with voting your proxy, please contact the Company's strategic shareholder advisor and proxy solicitation agent, Kingsdale Advisors, at 1-800-775-1986 toll free in North America, or call collect outside North America at +1-416-867-2272 or by email at contactus@kingsdaleadvisors.com

RETURNING YOUR VOTING INSTRUCTION FORM – BENEFICIAL COMMON SHAREHOLDERS

If you are a Beneficial Common Shareholder, return your voting instruction form as instructed by your intermediary. Remember that your intermediary must receive your voting instruction form in sufficient time for your intermediary to act on it. **You should carefully follow the voting instructions provided by your intermediary in order to ensure that your Common Shares are voted at the Meeting.**

REVOKING YOUR PROXY – BENEFICIAL COMMON SHAREHOLDERS

If you have already sent your completed voting instruction form or form of proxy to your intermediary and you want to revoke your voting instruction form or proxy, or want to vote in person at the Meeting, contact your intermediary to determine whether this is possible and the exact procedures to follow.

BUSINESS OF THE MEETING

The Transaction Resolution and the Stated Capital Reduction Resolution are distinct resolutions. Approval of the Transaction Resolution is not conditional on approval of the Stated Capital Reduction Resolution. However, if the Transaction Resolution is not approved, then Common Shareholders will not be asked to consider the Stated Capital Reduction Resolution at the Meeting. An adverse vote on the Stated Capital Reduction Resolution will have no effect on the Transaction Resolution.

THE SALE TRANSACTION

At the Meeting, Common Shareholders will be asked to consider, and if deemed advisable, to approve the Transaction Resolution, the full text of which is included as Schedule B to this Information Circular. Common Shareholders should review this Information Circular carefully when considering the Sale Transaction. In particular, see "*The Sale Transaction*."

In order to become effective, the Transaction Resolution must be passed by an affirmative vote of not less than two-thirds (66⅔%) of the votes cast by Common Shareholders present in person or represented by proxy at the Meeting and voting thereon.

The Board of Directors unanimously recommends that Common Shareholders vote FOR the Transaction Resolution.

THE REDUCTION OF STATED CAPITAL

At the Meeting, Common Shareholders will also be asked to consider, and if deemed advisable, to approve the Stated Capital Reduction Resolution, the full text of which is included as Schedule C to this Information Circular. Common Shareholders should review this Information Circular carefully when considering the Stated Capital Reduction Resolution. In particular, see "*Reduction of Stated Capital*."

In order to become effective, the Stated Capital Reduction Resolution must be passed by an affirmative vote of not less than two-thirds (66⅔%) of the votes cast by Common Shareholders present in person or represented by proxy at the Meeting and voting thereon.

The Board of Directors recommends that Common Shareholders vote FOR the Stated Capital Reduction Resolution.

THE SALE TRANSACTION

GENERAL

On June 17, 2019, GMP, the Vendors and the Purchasers entered into the Purchase Agreement, pursuant to which, the Purchasers have agreed to purchase from the Vendors the Purchased Business, being substantially all of the capital markets business currently carried on by the Company Group, other than the business relating to the Excluded Assets and the business of acting as a carrying broker. In connection with the Purchase Agreement, Stifel also entered into the Guarantee pursuant to which it has guaranteed the obligations of the Purchasers under the Purchase Agreement and RFGL and members of the Board of Directors, collectively representing over 25.3% of the outstanding Common Shares (calculated on non-diluted basis) entered into Voting Agreements. Pursuant to the

Purchase Agreement, the purchase price payable by the Purchasers under the Purchase Agreement is all cash and will be determined at closing of the Sale Transaction based on the then tangible book value of the Purchased Business at such time plus a premium of $45 million, subject to adjustment. The Purchasers will generally not be acquiring the cash and cash equivalents associated with the Purchased Business and those amounts will, therefore, not be included in the tangible book value of the Purchased Business at Closing. For illustrative purposes, had the Sale Transaction closed on April 30, 2019, the purchase price would have been approximately $70 million.

BACKGROUND TO THE SALE TRANSACTION

The following is a summary of the main events leading up to the negotiation and entering into of the Purchase Agreement (and related documents) and meetings, negotiations, discussions and actions between the parties that preceded the execution of the Purchase Agreement and public announcement of the Sale Transaction.

As part of its continuing mandate to strengthen the business of the Company and enhance value, the Board of Directors and senior management of the Company routinely consider and assess possible strategic and other opportunities reasonably available to the Company. Accordingly, over the past several years, the Company has evaluated and considered certain strategic alternatives, including potential change of control transactions, divestitures, wind-downs and strategic acquisitions in the context of the Company's long-term business plan.

In this regard, the Company completed its acquisition of FirstEnergy Capital Holdings Corp. in September 2016. The acquisition of FirstEnergy Capital Holdings Corp, an industry leader, provided the Company with scale in the energy business.

The Company had been continually evaluating its strategy regarding its investment in Richardson GMP. In November 2016, in response to ongoing speculation regarding the Company's equity holding in Richardson GMP and in the wake of having amended the Richardson GMP Liquidity Mechanism in May 2015 and the Board of Directors' ongoing assessment of alternatives to unlock the value of the Company's interest in Richardson GMP, the Company announced that it was retaining its investment in Richardson GMP and, further, that Richardson GMP would be staying the course as a leading independent Canadian wealth management firm.

Subsequent to these events and as a result of a prolonged down-turn in the capital markets business, in 2017, the Board of Directors retained a global management consulting firm to assist it with a review of the Company's business and to consider strategic alternatives reasonably available to the Company. As a result of this review, the Board of Directors determined that the status quo was not in the best interests of the Company and that pro-active steps should be taken in an effort to enhance value for its shareholders. It was the belief of the Board of Directors at this time that a strategy more focused on wealth management, through Richardson GMP, was the most likely strategy to maximize long-term stakeholder value.

During the review of strategic alternatives, the Company benefitted from substantial reductions to the fixed cost side of its business and the exiting of certain underperforming and underutilized businesses in international jurisdictions, including the sale of the U.S. fixed income business which closed in early 2019. In 2018, the Company also further streamlined the Canadian capital markets business to better align its operations with existing business opportunities.

In November 2018, the Board of Directors formed the Special Committee, comprised entirely of independent directors, with a mandate to consider and oversee strategic transactions available to the Company. Stikeman Elliott LLP was retained as legal counsel to the Special Committee.

Shortly thereafter, the Company interviewed several investment banks to act as financial advisor to the Special Committee. Lazard was ultimately selected as financial advisor to the Special Committee based on its qualifications, expertise and experience in the industry and in mergers and acquisitions. Lazard and the Company's management team, with assistance from Stikeman Elliott LLP and oversight from the Special Committee, commenced preparations for the strategic review process including the development of a confidential information memorandum and a draft confidentiality agreement to be used with potential counterparties.

On December 7, 2018, the Special Committee met to receive a presentation from Lazard regarding an overview of the proposed strategic review process which included a discussion of potential counterparties to be approached as well as an indicative process timeline. At this meeting, the Special Committee authorized Lazard to begin contacting potential counterparties on the Special Committee's behalf. A total of 14 potential counterparties, including Stifel, were identified as Tier 1 candidates for a transaction based on their likely interest in, and ability to complete, a transaction. The process was not limited to a sale of the Company's capital markets business, although the Special Committee anticipated that potential counterparties might not be interested in acquiring the whole Company because of the inherent challenges they would face in considering the acquisition of a minority interest in Richardson GMP. The Special Committee determined that non-binding indications of interest would be solicited from counterparties by January 30, 2019.

On December 20, 2018, the Special Committee met with Lazard, Stikeman Elliott LLP and management of the Company to receive an update regarding interactions with various potential counterparties including each party's level of interest and engagement and whether each party had entered into a confidentiality agreement with the Company or whether they were in the process of doing so.

On January 8, 2019, the Special Committee met with Lazard and management of the Company to receive an update regarding the process. At this meeting, those present discussed the potential benefits and risks associated with broadening the process beyond the Tier 1 candidates, the feedback received to date from potential counterparties and certain financial metrics with respect to the Company. The Special Committee concluded not to expand beyond the Tier 1 candidates because of the low likelihood that expanding beyond the Tier 1 candidates would result in a superior transaction and the high degree of risk that doing so would result in a leak of the review process, potentially resulting in significant harm to the process and the Company. At this time, it appeared evident that the most likely transaction would involve the disposition of the Company's capital markets business. As a result, those present discussed this transaction structure in more detail including considerations relevant to the Company's various stakeholders should the Special Committee and the Board of Directors ultimately decide to pursue a transaction of this nature. The Special Committee requested that its advisors consider these matters in further detail for discussions at subsequent meetings of the Special Committee. In addition, those present discussed various factors with respect to an enhanced focus on wealth management should the Company sell its capital markets business, including a potential acquisition by the Company of 100% of Richardson GMP. It was decided that should discussions progress with respect to such a transaction, an additional committee of independent directors, excluding any directors affiliated with JRSL and RFGL, should be formed to lead those discussions on behalf of the Company.

On January 22, 2019, the Special Committee met to receive input from its advisors regarding, and to discuss, considerations relevant to the Company's various stakeholders should the Special Committee and the Board of Directors ultimately decide to pursue a sale of the Company's capital markets business. Those present also discussed the Company's enhanced focus on wealth management in this transaction scenario.

Of the 14 potential counterparties that were approached, three executed confidentiality agreements with the Company, each of whom submitted a non-binding indication of interest in late January 2019. The indications of interest each pertained to a potential acquisition of the Company's capital markets business.

Following a review of the non-binding indications of interest by the Special Committee, the Special Committee directed Lazard to engage with the three parties and request that they re-submit their proposals with certain terms improved and/or clarified. During this process, two of the potential counterparties re-submitted revised proposals (being "**Party B**" and Stifel) while one of the potential counterparties withdrew its interest.

During the period from February 6, 2019 to February 19, 2019, the Special Committee continued to analyze and consider the indications of interest with its advisors and management of the Company. Through its advisors, the Special Committee communicated with each of Party B and Stifel on several occasions. During this time frame, the Special Committee considered, among other things, the price being offered, culture, plans for retention of employees of the capital markets business, each party's approach with respect to U.S. cannabis, deal certainty and the risk that one of either party may withdraw its interest in a potential transaction. Ultimately, it was determined by the Special Committee on February 19, 2019, that Party B should be granted exclusivity for a period of time to complete confirmatory due diligence and to negotiate and enter into a definitive agreement in respect of a transaction. An exclusivity agreement was entered into between the Company and Party B on February 20, 2019.

Effective March 5, 2019, the Special Committee retained Sheumack to provide a fairness opinion in respect of a proposed transaction on a "flat-fee" basis.

During the period from February 20, 2019 and March 12, 2019, Party B undertook confirmatory due diligence and a draft purchase agreement was circulated to Party B and its advisors. On or about March 12, 2019, Party B indicated to the Special Committee that it was no longer willing to proceed with the proposed transaction and it was mutually agreed that the exclusivity agreement would terminate effective as of March 12, 2019.

Following the termination of discussions with Party B, the Company and Lazard contacted Stifel to gauge its interest in re-engaging with respect to a potential transaction. Stifel indicated that it remained interested in pursuing a potential transaction and it was provided with due diligence access and attended management meetings, under supervision of the Special Committee, on March 20, 2019.

On April 17, 2019, Stifel submitted a revised non-binding indication of interest offering to acquire the capital markets business of the Company at a purchase price of a premium of $40 million over the closing date tangible book value of the business structured as a share and asset acquisition. As part of its indication of interest, Stifel also put forward a plan to retain certain key employees of the capital markets business which included retention payments in the form of restricted share units to be granted to such employees.

On April 18, 2019, the Special Committee met to consider Stifel's latest proposal. Following certain discussions and negotiations with Stifel, the Company and Stifel agreed to allow Stifel additional access to materials for the purposes of confirmatory due diligence and agreed to commence negotiating definitive documentation in respect of the transaction. A draft purchase agreement for the transaction was provided by Stikeman Elliott LLP to Stifel and its advisors on April 27, 2019.

Between the period of April 27, 2019 and June 16, 2019, the parties and their advisors continued negotiations in respect of the transaction and Stifel continued with its confirmatory due diligence. During this time period, the Special Committee held various formal and informal meetings to receive updates from its advisors and to oversee negotiations regarding outstanding business issues in respect of the transaction. During this time period, the Board of Directors also met several times to receive updates from the Special Committee and to consider alternative uses of proceeds from a potential transaction, including the potential use of part of the proceeds from the Sale Transaction to fund a special distribution to Common Shareholders by way of a reduction in the stated capital maintained in respect of the Common Shares. The Special Committee also considered the fact that the Sale Transaction would allow for the redeployment of considerable capital, which was previously largely used to support capital markets activities, to invest in wealth management.

During the course of negotiating the definitive documentation and, in particular, the terms of the indemnity provisions, on or about May 17, 2019, certain agreements were reached by the parties, including: (i) the Company would remain responsible for pre-closing liabilities; (ii) the transaction structure would primarily be a sale of assets rather than the equity of certain indirect Subsidiaries of the Company, including GMP Securities L.P.; and (iii) the purchase price premium to closing date tangible book value was increased to $45 million.

During the week of June 10, 2019, as Stifel assessed its due diligence findings and certain identified risks, Stifel indicated that, due to such risks, it would only be prepared to proceed with the proposed transaction if the purchase price premium was subject to a $5 million downward adjustment in certain specified circumstances. Following discussions with its legal and financial advisors, the Special Committee indicated to Stifel it was prepared to proceed on this basis.

The Special Committee and the Board of Directors met the afternoon of June 16, 2019 to receive an update and to receive the resolution of the issues which remained outstanding with respect to the definitive documentation. Lazard then reviewed its financial analyses and rendered an oral opinion to the Special Committee, confirmed by delivery of the Lazard Fairness Opinion, to the effect that, as of the date of the opinion and subject to the assumptions made, procedures followed, matters considered and limitations on review undertaken, that the aggregate consideration to be received by the Vendors pursuant to the Purchase Agreement was fair, from a financial point of view, to the Vendors. Sheumack also rendered its oral opinion to the Special Committee, confirmed by delivery of the Sheumack Fairness Opinion, to the effect that, as of the date of the opinion and subject to the assumptions made, procedures followed, matters considered and limitations on review undertaken, that the Purchase Price was fair, from a financial point of view, to the Vendors. Following these presentations, and following further discussions, the unanimous determination of the Special Committee was that: (i) the Sale Transaction is in the best interests of the Company; and (ii) approval of the Sale Transaction be recommended to the Board of Directors and that the Board of Directors recommend that the Common Shareholders vote in favour of the Transaction Resolution. The Chair of the Special Committee presented the recommendations of the Special Committee to the Board of Directors and, after discussion, the Board of Directors unanimously determined that: (i) the Sale Transaction is in the best interests of the Company; and (ii) the unanimous recommendation of the Board of Directors to the

Common Shareholders is that they vote in favour of the Transaction Resolution. Accordingly, the Board of Directors authorized and approved the entering into by the Company of the Purchase Agreement. At this meeting, the Board of Directors also authorized the Company to submit the Stated Capital Reduction Resolution to Common Shareholders and recommend that the Common Shareholders vote in favour the Stated Capital Reduction Resolution.

Following the conclusion of the meeting of the Board of Directors, the Purchase Agreement and the other definitive transaction documentation were executed and the Company and Stifel publicly announced the Sale Transaction before the opening of markets on June 17, 2019.

RECOMMENDATION OF THE SPECIAL COMMITTEE

As described above under "*Background to the Sale Transaction*", the Board of Directors established a Special Committee to, among other things, oversee and supervise the strategic review process, including responsibility for the oversight, review, and consideration of the Sale Transaction and to make a recommendation to the Board of Directors with respect to the Sale Transaction. The Special Committee is comprised entirely of independent directors and it met on numerous occasions both as a committee with solely its members and advisors present and with management and the full Board of Directors present, where appropriate. In camera meetings of both the Special Committee and the Board of Directors were held on numerous occasions.

The Special Committee, having taken into account such matters as it considered relevant and after receiving legal and financial advice, unanimously determined that the Sale Transaction is in the best interests of the Company and unanimously recommended that the Board of Directors approve the Sale Transaction and unanimously recommend that the Common Shareholders vote **FOR** the Transaction Resolution.

In forming its recommendation to the Board of Directors, the Special Committee considered a number of factors, including, without limitation, those listed below under "*Reasons for the Sale Transaction*." The Special Committee based its recommendation upon the totality of the information presented to and considered by it in light of the members of the Special Committee's knowledge of the business, financial condition and prospects of the Company and the Purchased Business and after taking into account the advice of the Company's financial, legal and other advisors and the advice and input of management of the Company.

RECOMMENDATION OF THE BOARD OF DIRECTORS

After careful consideration and taking into account, among other things, the recommendation of the Special Committee, the Board of Directors, after receiving legal and financial advice, has unanimously determined that the Sale Transaction is in the best interests of the Company. **Accordingly, the Board of Directors unanimously recommends that the Common Shareholders vote FOR the Transaction Resolution.**

In forming its recommendation, the Board of Directors considered a number of factors, including, without limitation, the recommendation of the Special Committee and the factors listed below under "*Reasons for the Sale Transaction*." The Board of Directors based its recommendation upon the totality of the information presented to and considered by it in light of the knowledge of the members of the Board of Directors' of the business, financial condition and prospects of the Company and the

Purchased Business and after taking into account the advice of the Company's financial, legal and other advisors and the advice and input of management of the Company.

REASONS FOR THE SALE TRANSACTION

As described above, in making its recommendation, each of the Special Committee and the Board of Directors carefully considered a number of factors, including those listed below.

The following summary of the information and factors considered by the Special Committee and the Board of Directors is not intended to be exhaustive but includes a summary of the material information and factors considered in the consideration of the Sale Transaction. In view of the variety of factors and the amount of information considered in connection with the consideration of the Sale Transaction, the Special Committee and the Board of Directors did not find it practicable to, and did not, quantify or otherwise attempt to assign any relative weight to each of the specific factors considered in reaching its conclusions and recommendations. All members of the Board of Directors were present at the June 16, 2019 meeting at which the Sale Transaction was approved.

- ***Focus on Wealth Management*** – The decision to undertake the Sale Transaction reflects the belief of the Board of Directors that focusing on wealth management offers the greatest potential for long-term value creation for shareholders. The Company's capital markets business has suffered uneven financial performance in recent years attributable in part to declines in pricing and activity levels in the natural resource sector. Furthermore, the Board of Directors believes there are risks involved with respect to the sustainability of the capital market's business model in light of its lack of scale relative to actual and potential competitors and the volatility associated with changing competitive dynamics and activity levels in the cannabis and blockchain sectors. Accordingly, the Company intends to make wealth management the centerpiece of the Company's growth strategy going forward. The Sale Transaction will not only raise transaction proceeds but will also allow for the redeployment of considerable capital, which was previously largely used to support capital markets activities, to invest in wealth management. It is expected that following the closing of the Sale Transaction, the Company will have approximately $198 million of net working capital (approximately $177 million after the Return of Capital) to accelerate the growth of the wealth management business (and to meet its other obligations) and to that end the Board of Directors has formed an additional special committee of independent directors, excluding any directors affiliated with RFGL, to work towards acquiring 100% of Richardson GMP. See "*GMP Following the Sale Transaction.*"

- ***Strategic Alternatives*** – The auction process was a result of a review by the Board of Directors of strategic alternatives available to the Company. In reviewing strategic alternatives reasonably available to Company, the Board of Directors considered, among other things, continuing to operate the capital markets business, certain divestitures of assets and a potential wind-down of all or parts of the capital markets business of the Company. The Board of Directors also considered the sale of the Company as a whole. The Board of Directors concluded, after a thorough review and after receiving financial, legal and other professional advice, that the Sale Transaction is more favourable to the Company than the other strategic alternatives reasonably available to the Company.

- ***Auction Process*** – The Sale Transaction is the result of a broad auction process carried out by the Company, with the assistance of Lazard, with oversight by the Special Committee. The

auction process was conducted over a period of approximately six months. A potential transaction was discussed with 14 potential counterparties and negotiations were held with three potential counterparties. None of the potential counterparties submitted proposals for the acquisition of the Company as a whole. The Sale Transaction was the only actionable transaction which resulted from this process.

- ***Purchase Price/Fairness Opinions*** – The Purchasers will acquire substantially all of the Company's capital markets business for cash consideration to be determined at closing of the Sale Transaction based on the then tangible book value of the business plus $45 million, subject to adjustment. For illustrative purposes, had the Sale Transaction closed on April 30, 2019, the Purchase Price would have been approximately $70 million. Each of the Financial Advisors has provided a Fairness Opinion to the effect that, subject to the scope of review, assumption, limitations and qualifications contained therein, as of June 16, 2019, the aggregate consideration to be paid to the Vendors pursuant to the Purchase Agreement is fair, from a financial point of view, to the Vendors.

- ***Special Committee Oversight*** – The auction process was overseen and directed by the Special Committee, which is comprised entirely of independent directors. The Purchase Agreement is the result of extensive and deliberate arm's length negotiations.

- ***Credibility of Purchaser*** – Stifel has a market capitalization of more than US$4 billion annual net revenue of US$3.1 billion, and over 7,500 associates worldwide. Stifel has demonstrated commitment, credit worthiness and a track record of completing similar transactions which is indicative of the ability of the Purchasers to complete the Sale Transaction and has guaranteed obligations of the Purchasers under the Purchase Agreement. The Sale Transaction is not subject to a financing condition.

- ***Limited Conditionality and Execution Risk*** – The Purchasers' obligation to complete the Sale Transaction is subject to a limited number of conditions and the obligations of the Purchasers under the Purchase Agreement are guaranteed by Stifel. In addition, the Special Committee considered the likelihood of receiving the required Regulatory Approvals for closing of the Sale Transaction in the time period set out in the Purchase Agreement including by the Outside Date.

- ***Shareholder Approval*** – The Sale Transaction must be approved by not less than two-thirds ($66^{2/3}$%) of the votes cast by Common Shareholders at the Meeting.

- ***Dissent Rights*** – Registered Common Shareholders will have the right to exercise statutory dissent and appraisal rights in connection with the Sale Transaction.

- ***Company Stakeholders*** – The view of the Special Committee is that the terms of the Purchase Agreement and the Sale Transaction treat stakeholders of the Company equitably and fairly. Other than certain employees who will remain with the Company as part of its head office or continuing carrying broker functions, the Company's employees will be offered employment with the Purchaser and certain key employees have already entered into retention agreements with the Purchaser. The Board of Directors believes that such employees will enjoy substantial benefit from the expanded opportunities and critical mass of a large financial institution such as Stifel. In addition, following closing of the Sale Transaction (i) the Company will retain its approximate 33% ownership interest in Richardson GMP which

provides dividend income to the Company and (ii) it is expected that the Company will have approximately $198 million of net working capital (approximately $177 after the Return of Capital) to allow the Company to meet its other obligations to stakeholders. The Company will have sufficient financial means following closing of the Sale Transaction to pay Preferred Share dividends in accordance with their terms and intends to continue to pay regular dividends on the Common Shares at the current rate (with the declaration and payment of dividends remaining at the discretion of the Board of Directors and in the normal course will continue to be reviewed by the Board of Directors).

- ***Voting Agreements*** – The Purchasers have entered into Voting Agreements with the Supporting Shareholders who collectively beneficially own or control approximately 25.3% of the issued and outstanding Common Shares which provide, among other things, that such Common Shareholders will vote in favour of the Sale Transaction and the approval of the Transaction Resolution subject to the terms and conditions of the Voting Agreements.

- ***Fiduciary Out*** – Under the Purchase Agreement, the Board of Directors, in certain circumstances, is able to consider, accept and enter into a definitive agreement with respect to an unsolicited Superior Proposal and, provided that the Purchasers do not exercise their right to match, terminate the Purchase Agreement. The Termination Fee payable in those circumstances is reasonable in the circumstances and not preclusive of other offers.

In the course of its deliberations, the Special Committee and the Board of Directors also identified and considered a variety of risks (as described in greater detail under "*Risk Factors*") and potentially negative factors relating to the Sale Transaction, including the following:

- Following Closing of the Sale Transaction, GMP will be dependent, to a significant extent, on the performance of the wealth management business and in particular Richardson GMP and will no longer be impacted by the results of the Purchased Business, which historically generated a substantial portion of GMP's results.

- The announcement and pending completion of the Sale Transaction, whether or not completed, may cause uncertainty around the Company's capital markets business and Richardson GMP's wealth management business.

- The Purchase Agreement exposes the Company to certain contingent liabilities in connection with indemnification and other obligations.

- The Purchase Price to be received by the Company may be adversely affected by a reduction of tangible book value as at the Closing Date or a $5.0 million reduction in certain specified circumstances.

- The restrictions imposed pursuant to the Purchase Agreement on the conduct of the Company's business during the period between execution of the Purchase Agreement and the consummation of the Sale Transaction or the termination of the Purchase Agreement.

- A substantial number of Registered Common Shareholders could exercise their right to dissent in respect of the Sale Transaction.

- The limitations contained in the Purchase Agreement on the Company's ability to solicit alternative transactions from third parties, as well as the fact that if the Purchase Agreement is terminated in certain circumstances the Company may be required to pay the Termination Fee, which may adversely affect the Company's financial condition.

- The fact that in connection with the Sale Transaction, certain of the Company's executive officers and other employees may receive benefits that differ from, or which may be in addition to, the interests of Common Shareholders. See "*Interest of Certain Persons or Companies in Matters to be Acted Upon*."

- Completion of the Sale Transaction is conditional on the receipt of the Regulatory Approvals which may not be obtained in a timely manner or at all. See "*Risk Factors – Completion of the Sale Transaction is Conditional on the Receipt of Regulatory Approvals*."

- Although the Board of Directors has formed an additional special committee of independent directors, excluding any directors affiliated with RFGL, to work towards acquiring 100% of Richardson GMP, there can be no assurance that any transaction involving Richardson GMP will be completed or on what terms or structure any transaction may occur.

- Completion of the Sale Transaction is subject to a condition precedent that Designated Employees representing at least 65% of the value of the retention payments made by Stifel or its affiliates have (1) entered into a retention agreement or offer letter with Stifel or its affiliates, and (2) not terminated their employment with the applicable Vendor or GMP, as applicable, or given notice of resignation, which may not be satisfied or waived. See "*Risk Factors – Loss of Key People*."

- Under the Purchase Agreement, the Company has agreed to certain non-competition and non-solicitation covenants that will restrict the Company's business for a period of three years following the completion of the Sale Transaction. See "*Risk Factors – The Purchase Agreement Restricts the Company's Business following Completion of the Sale Transaction*."

The Special Committee and the Board of Directors' reasons for recommending the Sale Transaction also include certain assumptions relating to forward-looking information, and such information and assumptions are subject to various risks. See "*Forward-Looking Information" and "Risk Factors.*"

FAIRNESS OPINIONS

Lazard Fairness Opinion

In connection with the evaluation by the Special Committee and the Board of Directors of the Purchase Agreement, the Special Committee received the Lazard Fairness Opinion as to the fairness as of June 16, 2019, from a financial point of view, to the Vendors of the aggregate consideration to be paid to the Vendors pursuant to the terms and subject to the conditions of the Purchase Agreement. The Lazard Fairness Opinion was only one of many factors considered by the Special Committee and the Board of Directors in evaluating the Purchase Agreement and was not determinative of the views of the Special Committee and the Board of Directors with respect to the Purchase Agreement or the aggregate consideration set forth in the Purchase Agreement. **The following summary of the Lazard Fairness Opinion is qualified in its entirety by reference to the full text of the Lazard Fairness**

Opinion attached as Schedule D to this Information Circular. Common Shareholders are urged to, and should, read the Lazard Fairness Opinion in its entirety.

Lazard was engaged by the Special Committee pursuant to an engagement agreement dated as of December 10, 2018. Pursuant to the engagement agreement with Lazard, Lazard agreed to provide, among other things, financial analysis and advice and if requested, to deliver to the Special Committee an opinion as to the fairness, from a financial point of view, of the aggregate consideration to be received by the Company or the Common Shareholders in certain specified transactions.

At the meeting of the Special Committee held on June 16, 2019, Lazard delivered an oral opinion, subsequently confirmed in writing, that, subject to the scope of review, assumption, limitations and qualifications contained therein, as of June 16, 2019, the aggregate consideration to be paid to the Vendors pursuant to the terms and subject to the conditions of the Purchase Agreement is fair, from a financial point of view, to the Vendors.

The full text of the Lazard Fairness Opinion, which sets forth among other things, assumptions made, matters considered, information reviewed and limitations on the review undertaken by Lazard in connection with the Lazard Fairness Opinion, is attached as Schedule D to this Information Circular. **The Lazard Fairness Opinion was provided solely for use by the Special Committee in connection with the Special Committee's evaluation of the Sale Transaction and the Lazard Fairness Opinion may not be relied upon by any other person for any purpose. The Lazard Fairness Opinion is not and is not intended to be and does not constitute a recommendation as to how the Common Shareholders should vote in respect of the Transaction or any matter relating thereto.**

Pursuant to the terms of the engagement agreement with Lazard, the Company is obligated to pay Lazard certain fees for its services, a portion of which was payable upon delivery of the Lazard Fairness Opinion to the Special Committee (which portion was not contingent on completion of the Purchase Agreement) and a significant portion of which is contingent on completion of the Sale Transaction. The Company has also agreed to reimburse Lazard for its reasonable expenses and to indemnify Lazard and certain related parties for certain liabilities and other items arising out of or related to the engagement of Lazard.

In addition to the services being provided under the engagement agreement with the Company, Lazard has in the past provided and/or may in the future provide investment banking and other financial services to the Company, the Purchasers and affiliated entities or other companies not directly related to the Sale Transaction.

Sheumack Fairness Opinion

In connection with the evaluation by the Special Committee and the Board of Directors of the Purchase Agreement, the Board of Directors received the Sheumack Fairness Opinion as to the fairness as of June 16, 2019, from a financial point of view, to the Vendors of the aggregate consideration to be paid to the Vendors pursuant to the terms and subject to the conditions of the Purchase Agreement. The Sheumack Fairness Opinion was only one of many factors considered by the Special Committee and the Board of Directors in evaluating the Purchase Agreement and was not determinative of the views of the Special Committee and the Board of Directors with respect to the Purchase Agreement or the aggregate consideration set forth in the Purchase Agreement. **The following summary of the Sheumack Fairness Opinion is qualified in its entirety by reference to the full text of the**

Sheumack Fairness Opinion attached as Schedule E to this Information Circular. Common Shareholders are urged to, and should, read the Sheumack Fairness Opinion in its entirety.

Sheumack was engaged by the Company, on behalf of the Board of Directors pursuant to an engagement agreement dated as of February 28, 2019. Pursuant to the engagement agreement with Sheumack, Sheumack agreed to, among other things; deliver to the Board of Directors an opinion as to the fairness, from a financial point of view, of the aggregate consideration to be received by the Vendors or the Common Shareholders in certain specified transactions.

At the meeting of the Special Committee held on June 16, 2019, Sheumack delivered an oral opinion, subsequently confirmed in writing, that, subject to the scope of review, assumption, limitations and qualifications contained therein, as of June 16, 2019, the Purchase Price is fair, from a financial point of view, to the Vendors.

The full text of the Sheumack Fairness Opinion, which sets forth among other things, assumptions made, matters considered, information reviewed and limitations on the review undertaken by Sheumack in connection with the Sheumack Fairness Opinion, is attached as Schedule E to this Information Circular. **The Sheumack Fairness Opinion was provided solely for use of the Special Committee and the Board of Directors in connection with the Special Committee and the Board of Director's evaluation of the Sale Transaction and the Sheumack Fairness Opinion may not be relied upon by any other person. The Sheumack Fairness Opinion is not and is not intended to be and does not constitute a recommendation as to how the Common Shareholders should vote in respect of the Transaction Resolution.**

Pursuant to the terms of the engagement agreement with Sheumack, the Company is obligated to pay Sheumack certain fees for its services, a portion of which was payable upon delivery of the Sheumack Fairness Opinion to the Board of Directors and a portion of which was payable upon inclusion of the Sheumack Fairness Opinion in the Information Circular. The Company's obligations to pay the fees are without regard to (i) to the conclusion set forth in the Sheumack Fairness Opinion; (ii) whether Sheumack determines that a favorable Sheumack Fairness Opinion cannot be delivered and; (iii) whether the Company consummates the Sale Transaction. The Company has also agreed to reimburse Sheumack for its reasonable expenses and to indemnify Sheumack and certain related parties for certain liabilities and other items arising out of or related to the engagement of Sheumack.

In addition to the services being provided under the engagement agreement with the Company, Sheumack has in the past provided and/or may in the future provide investment banking and other financial services to the Company, the Purchasers and affiliated entities or other companies not directly related to the Sale Transaction.

THE PURCHASE AGREEMENT

The following is a summary of the material provisions of the Purchase Agreement, and is not intended to be complete in terms of the information Common Shareholders should consider in advance of voting. This summary is qualified in its entirety by the full text of the Purchase Agreement, a copy of which is filed under the Company's profile on SEDAR at www.sedar.com. Common Shareholders should read the Purchase Agreement in its entirety.

STRUCTURE OF THE SALE TRANSACTION

The sale of the capital markets business currently carried on by the Company Group, other than the business relating to the Excluded Assets and the business of acting as a carrying broker (the "**Purchased Business**") is structured as a sale of the Purchased Assets to the Asset Purchasers by the Asset Vendors and the sale of the shares (the "**Purchased Securities**") of Griffiths McBurney Corp. (the "**Purchased Entity**") to the Securities Purchaser by the Securities Vendor. However, at the Purchasers' option, in lieu of purchasing the Purchased Securities, the Purchasers may purchase the assets of the Purchased Entity.

PURCHASED ASSETS

Subject to Closing, the Purchasers will acquire the undertaking and all of the property and assets of every kind and description and wheresoever situated, of the Purchased Business owned by each Asset Vendor as of Closing on the Closing Date, other than the Excluded Assets (collectively, the "**Purchased Assets**"), including: cash and cash equivalents associated with any of the Purchased Assets (e.g. cash in trust accounts); supplies and furniture; accounts receivables, prepaid expenses, Purchased Contracts, Leased Properties; intellectual property, and IT-related assets; books and records; and claims.

EXCLUDED ASSETS

The Purchased Assets do not include any of the following assets (collectively, the "**Excluded Assets**"): cash and cash equivalents not part of Purchased Assets; any equity interests in any member of the Company Group; minute books and corporate records of each Asset Vendor; Excluded Contracts; Excluded Intellectual Property; Authorizations; and income tax refunds and other Tax refunds receivable by each Asset Vendor and all Tax Returns pertaining to corporate income taxes of each Asset Vendor.

ASSUMED LIABILITIES

Subject to Closing, each Asset Purchaser agrees to discharge, perform and fulfill all obligations and liabilities with respect to the Purchased Business and the Purchased Assets, other than Excluded Liabilities (collectively, the "**Assumed Liabilities**"), including: all current liabilities relating to the Purchased Business that are due or accruing due after the Closing Date; all obligations and liabilities under the Purchased Contracts and the Leases arising in respect of the period after the Closing Date and not related to any default existing at or prior to the Closing Date; all obligations and liabilities set forth in the Closing Statement; and all other obligations and liabilities expressly assumed under the Purchase Agreement.

EXCLUDED LIABILITIES

The Asset Purchasers shall not assume and shall have no obligation to discharge, perform or fulfil, the following liabilities and obligations of any of the Asset Vendors, except to the extent they constitute the Assumed Liabilities (the "**Excluded Liabilities**"): the Pre-Closing Liabilities; liabilities incurred or accruing due prior to the Closing Date under the Purchased Contracts and the Leases, except if reflected as an Assumed Liability; liabilities and obligations under the Excluded Contracts; liabilities and obligations incurred under material contracts as a result of a change in control of the Purchased Business, including, for the avoidance of doubt, incurred under any Employee Plan; any assessment

or reassessment for Taxes of any of the Asset Vendors relating to the Purchased Business or Purchased Assets, if incurred or accruing due prior to the Closing Date; any other obligation or liability which any of the Asset Vendors expressly retains under the Purchase Agreement; except as described below under the section "*The Purchase Agreement – Canada Employee Matters*", any Employee Plan and liabilities and obligations related to any Employee Plan; the liabilities and obligations remaining with the Asset Vendor described below under the sections "*The Purchase Agreement – UK Employee Matters*" and "*The Purchase Agreement – Canada Employee Matters*"; and liabilities and obligations in respect of all Excluded Employees.

PURCHASE PRICE

The Purchase Price shall be equal to the amount of the Closing Tangible Book Value as set forth on the Closing Statement, plus a premium of $45 million (subject to $5 million reduction upon certain specified circumstances), less the Change in Control Payments, if any, that are payable by the Purchasers following Closing. The Purchasers will generally not be acquiring the cash and cash equivalents associated with the Purchased Business and those amounts will, therefore, not be included in the tangible book value of the Purchased Business at Closing. The Purchase Price is also subject to customary post-closing purchase price true-up adjustments, including any Change in Control Payments. The Company does not expect that there will be any such Change in Control Payments that will reduce the Purchase Price.

REPRESENTATIONS AND WARRANTIES

The Purchase Agreement contains customary representations and warranties made by each of the Vendors, the Company and the Purchasers. The assertions embodied in those representations and warranties are solely for the purposes of the Purchase Agreement. Certain representations and warranties may not be accurate or complete as of any specified date because they are qualified by certain disclosure provided by the Vendors and the Company to the Purchasers or are subject to a standard of materiality or are qualified by a reference to Material Adverse Effect. Therefore, Common Shareholders should not rely on the representations and warranties as statements of factual information.

The Purchase Agreement contains customary representations and warranties of the Purchased Business relating to the following: incorporation and qualification; no conflict; required authorizations; purchased contracts required consents; authorized and issued capital; no other agreements to purchase; corporate records; conduct of business in ordinary course; no material adverse effect; compliance with laws; authorizations; title to the assets; sufficiency of assets; no options, etc. to purchase assets; owned property; Leases; material contracts; no breach of material contracts; intellectual property; software and technology; books and records; securities law matters; financial statements in the Company filings; financial information of the Purchased Business; internal controls; no liabilities; environmental matters; employees; employee plans; insurance; litigation; corrupt practices legislation; privacy; taxes; the Investment Canada Act; and promissory notes issued in connection with the acquisition of FirstEnergy Capital Holdings Corp.

The Purchase Agreement contains customary representations and warranties of the Vendors and the Company relating to the following: incorporation and qualification; corporate authorization; solvency; required authorizations; execution and binding obligation; no other agreements to purchase; title to purchased securities; title to purchased assets; litigation; transactions with related parties; residence; opinions of financial advisors; no brokers; and special committee and board approval.

The Purchase Agreement contains certain representations and warranties of the Purchasers relating to the following: incorporation and corporate power; corporate authorization; no conflict; required authorizations; execution and binding obligation; litigation; board approval; no shareholder vote required; the Investment Canada Act; funds available; security ownership; independent investigation; and GST/HST and QST registration.

COVENANTS REGARDING NON-SOLICITATION

Non-Solicitation

Except as provided in Article 6 of the Purchase Agreement, the Company shall not, and none of its Subsidiaries nor any of its or its Subsidiaries' directors and officers shall, and the Company shall instruct its and its Subsidiaries' investments bankers, attorneys, accountants and other advisors or representatives (such directors, officers, investments bankers, attorneys, accountants and other advisors or representatives, collectively, "**Representatives**") not to, directly or indirectly:

(a) solicit, initiate, knowingly encourage or otherwise knowingly facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or any of its Subsidiaries) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal;

(b) enter into or otherwise engage or participate in any substantive discussions or negotiations with any Person (other than with the Purchasers or any Person acting jointly or in concert with the Purchasers) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, an Acquisition Proposal; provided that, for greater certainty, the Company shall be permitted to: (i) communicate with any Person for the purposes of clarifying the terms of any inquiry, proposal or offer made by such Person; (ii) advise any Person of the restrictions of the Purchase Agreement; and (iii) advise any Person making an Acquisition Proposal that the Board of Directors has determined that such Acquisition Proposal does not constitute or is not reasonably expected to constitute or lead to a Superior Proposal;

(c) withdraw, amend, modify or qualify, in a manner adverse to the Purchasers, the Board Recommendation;

(d) accept, approve, endorse or recommend any Acquisition Proposal, or take no position or remain neutral with respect to any publicly announced Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to a publicly announced Acquisition Proposal for a period of no more than ten business days following the public announcement of such Acquisition Proposal will not be considered to be in violation of the Purchase Agreement provided the Board of Directors has rejected such Acquisition Proposal and affirmed the Board Recommendation before the end of such ten business day period); or

(e) enter into (other than a confidentiality agreement permitted by and in accordance with the second paragraph under "*Covenants Regarding Non-Solicitation – Acquisition Proposals*" below) any agreement in respect of an Acquisition Proposal.

The Company shall, and shall cause its Subsidiaries and its Representatives to, immediately cease and terminate, any solicitation, encouragement, discussion or negotiation commenced prior to the date

of the Purchase Agreement with any Person (other than with the Purchasers or any Person acting jointly or in concert with the Purchasers) with respect to any inquiry, proposal or offer that constitutes, or may reasonably be expected to constitute or lead to, an Acquisition Proposal, and in connection therewith, the Company will:

(a) promptly discontinue access to and disclosure of all confidential information in respect of a possible Acquisition Proposal, including any data room and any access to the properties, facilities, books and records of the Company or of any of its Subsidiaries; and

(b) within two business days of the date of the Purchase Agreement, request (i) the return or destruction of all copies of any confidential information regarding the Company or any of its Subsidiaries provided to any Person (other than the Purchasers) since June 30, 2018 in respect of a possible Acquisition Proposal, and (ii) the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding the Company or any of its Subsidiaries, using its commercially reasonable efforts to ensure that such requests are complied with in accordance with the terms of such rights.

The Company agrees that it shall (i) use commercially reasonable efforts to enforce any confidentiality, standstill or similar agreement or restriction to which the Company or any of its Subsidiaries is a party, (ii) not release any Person from, or waive, amend, suspend or otherwise modify any Person's obligations respecting the Company, or any of its Subsidiaries, under any confidentiality, standstill or similar agreement or restriction to which the Company or any of its Subsidiaries is a party (it being acknowledged by the Purchasers that the automatic termination or release of any standstill restrictions of any such agreements as a result of the entering into and announcement of the Purchase Agreement shall not be a violation of the foregoing).

Acquisition Proposals

If the Company or any of its Subsidiaries receives any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to the Company or any of its Subsidiaries in relation to a possible Acquisition Proposal, the Company shall promptly notify the Purchasers, at first orally, and then within 48 hours, in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its material terms and conditions and the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request. At the Purchasers' reasonable request, the Company shall keep the Purchasers informed of the status of material developments and negotiations with respect to any Acquisition Proposal, inquiry, proposal, offer or request, including any material changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request.

Notwithstanding the provisions under "*Covenants Regarding Non-Solicitation – Non-Solicitation*" above, or any other agreement between the Parties or between the Company and any other Person, if, at any time prior to obtaining the approval of the Common Shareholders of the Transaction Resolution, the Company receives an Acquisition Proposal, the Company and its Representatives may engage in or participate in discussions or negotiations with such Person regarding such Acquisition Proposal, and, subject to entering into a confidentiality and standstill agreement with such Person containing terms that are not materially less favourable to the Company than those contained in the Confidentiality Agreement (it being understood and agreed that such confidentiality and standstill agreement need not restrict the making of a confidential Acquisition Proposal and related communications to the Company or the Board of Directors), a copy of which shall be provided to the

Purchasers prior to providing such Person with any such copies, access or disclosure, the Company and its Representatives may provide copies of, access to or disclosure of information, properties, facilities, books or records of the Company or its Subsidiaries, if and only if:

(a) such Acquisition Proposal was in writing;

(b) the Board of Directors first determines in good faith, after consultation with its financial advisor, that such Acquisition Proposal constitutes or could reasonably be expected to constitute or lead to a Superior Proposal; and

(c) the Company has been, and continues to be, in compliance with its obligations described under "*Covenants Regarding Non-Solicitation – Non-Solicitation*" above in all material respects.

Right to Match

If the Company receives an Acquisition Proposal that constitutes a Superior Proposal prior to obtaining the approval of the Common Shareholders of the Transaction Resolution, the Board of Directors (i) may, or may cause the Company and/or any of its Subsidiaries to, enter into a definitive agreement with respect to such Superior Proposal and/or (ii) may submit the Transaction Resolution to the Common Shareholders without recommendation (although the resolutions approving the Purchase Agreement may not be rescinded or amended), in which event the Board of Directors may communicate the basis for its lack of recommendation to the Common Shareholders in the applicable management information circular or an appropriate amendment or supplement thereto to the extent required by Law, if and only if:

(a) the Company has been, and continues to be, in compliance with its obligations under "*Covenants Regarding Non-Solicitation – Non-Solicitation*" above in all material respects;

(b) the Company or its Representatives have delivered to the Purchasers a written notice of the determination of the Board of Directors that such Acquisition Proposal constitutes a Superior Proposal and of the intention to enter into a definitive agreement with respect to such Superior Proposal;

(c) the Company or its Representatives have provided to the Purchasers a copy of the proposed definitive agreement for the Superior Proposal;

(d) at least five business days (the "**Matching Period**") have elapsed from the date that is the later of the date on which the Purchasers received the Superior Proposal Notice and the date on which the Purchasers received a copy of the proposed definitive agreement for the Superior Proposal;

(e) during any Matching Period, the Purchasers have had the opportunity (but not the obligation), in accordance with the immediately following paragraph, to offer to amend the Purchase Agreement and the Sale Transaction in order for such Acquisition Proposal to cease to be a Superior Proposal; and

(f) after the Matching Period, the Board of Directors has determined in good faith (i) after consultation with its legal counsel and financial advisor, that such Acquisition Proposal continues to constitute a Superior Proposal and, if applicable, compared to the terms of the

Sale Transaction as proposed to be amended by the Purchasers under the immediately following paragraph and (ii) after consultation with its legal counsel, that the failure to take the relevant action would be inconsistent with its fiduciary duties.

During the Matching Period, or such longer period as the Company may approve in writing for such purpose: (a) the Board of Directors shall review any offer made by the Purchasers under clause (e) of the immediately preceding paragraph to amend the terms of the Purchase Agreement and the Sale Transaction in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (b) the Company shall negotiate in good faith with the Purchasers to make such amendments to the terms of the Purchase Agreement as would enable the Purchasers to proceed with the Sale Transaction on such amended terms. If the Board of Directors determines that such Acquisition Proposal would cease to be a Superior Proposal, the Company shall promptly so advise the Purchasers and the Parties shall amend the Purchase Agreement to reflect such offer made by the Purchasers, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

Each successive amendment to any Acquisition Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the Vendors or Common Shareholders, as the case may be, or other material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of the provisions under "*Covenants Regarding Non-Solicitation - Right to Match*", provided that the Matching Period in respect of such new Acquisition Proposal shall extend only until the later of the end of the initial five business day Matching Period and three business days after the Purchasers received the Superior Proposal Notice for the new Superior Proposal and a copy of the proposed definitive agreement for the new Superior Proposal.

If the Company provides a Superior Proposal Notice to the Purchasers on a date that is less than five business days before the Meeting, the Company shall either proceed with or shall postpone the Meeting, as directed by the Purchasers acting reasonably, to a date that is not more than five business days after the scheduled date of the Meeting but in any event the Meeting shall not be postponed to a date which would prevent the Closing from occurring on or prior to the Outside Date.

Nothing contained in the Purchase Agreement shall prohibit the Board of Directors from making any disclosure to any securityholders of the Company prior to the Closing Date in response to an Acquisition Proposal (including by responding to an Acquisition Proposal under a directors' circular under applicable Securities Laws) if, in the good faith judgment of the Board of Directors, after consultation with outside legal counsel, failure to take such action or make such disclosure would reasonably be expected to be inconsistent with the Board of Directors exercise of its fiduciary duties or such action or disclosure is otherwise required by Law; provided that, for greater certainty, in the event of a Change in Recommendation and a termination by the Purchasers of the Purchase Agreement, the Company shall be obligated to pay the Termination Fee. In addition, nothing contained in the Purchase Agreement shall prohibit the Company or the Board of Directors from calling and/or holding a meeting of Common Shareholders requisitioned by Common Shareholders in accordance with the OBCA or taking any other action to the extent ordered or otherwise mandated by a Governmental Entity.

CONDUCT OF BUSINESS PRIOR TO CLOSING

Between signing and closing, each Vendor shall, and shall cause the Purchased Entity to, conduct the Purchased Business in the Ordinary Course and use their commercially reasonable efforts to preserve intact the current business organization of the Purchased Business. The Purchase Agreement contains other customary covenants with respect to the operation of the Purchased Business between signing and closing.

REGULATORY APPROVALS

The Parties have agreed to use their commercially reasonable efforts to obtain all regulatory approvals required in connection with the Sale Transaction, including the Regulatory Approvals.

The Purchasers shall not be required to take any action in connection with, or agree to any condition on, or request with respect to, any Regulatory Approval that would (i) require the Purchasers or any of their affiliates to make any material covenants or commitments to which the Purchased Business is not currently subject under applicable Law other than those relating to matters addressed in clause (iii) below and any requirement imposed to make any change to the clearing arrangements of the Purchased Entity that is not material to the Purchased Business, or complete any divestitures, whether prior to or subsequent to the Closing, (ii) result in a Material Adverse Effect on the Purchased Business, or (iii) impose any capital or reserve requirement or other economic limitation on the Purchased Business materially in excess of capital or reserve requirements or other economic limitations applicable to the Purchased Business under applicable Law (including the rules and regulations of IIROC) (any of the foregoing, a "**Burdensome Condition**"), it being acknowledged and agreed that (a) any action, commitment or covenant required in connection with the Clearing Agreement that does not exceed the requirements typical for a Type 3 Introducing Broker/Carrying Broker arrangement and (b) any requirement imposed upon the Purchased Entity to obtain clearing services from another provider where those services can be obtained on market terms will not constitute a Burdensome Condition.

CONDITIONS TO COMPLETION OF THE SALE TRANSACTION

The completion of the Sale Transaction is subject to the following conditions being satisfied on or prior to the Closing Date, which conditions are for the exclusive benefit of the Purchasers and may be waived, in whole or in part, by the Purchasers in their sole discretion:

(a) **Truth of Representations and Warranties.** The representations and warranties of the Vendors and the Company contained in Article 3 of the Purchase Agreement (other than the representations and warranties of the Vendors and the Company, as applicable, contained in Section 3.1(a) (Incorporation and Qualification), Section 3.1(b)(i) (No Conflict), Section 3.2(a) (Incorporation and Qualification), Section 3.2(b) (Corporate Authorization), Section 3.2(e) (Execution and Binding Obligation), and Section 3.2(f) (No Other Agreements to Purchase) of the Purchase Agreement, which shall be true and correct in all material respects on the date of the Purchase Agreement and as of the Closing Date as if made on and as of the Closing Date without giving effect to any "Material Adverse Effect" qualifications or other materiality qualifications) shall, without giving effect to any "Material Adverse Effect" qualifications or other materiality qualifications contained in such representations and warranties, be true and correct on the date of the Purchase Agreement and as of the Closing Date as if made on and as of the Closing Date (other than representations and warranties which address matters only as of a certain date, which shall be true and correct only as of such date) except where the failure

of such representations and warranties to be so true and correct have not had, and would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect and each of the Vendors and the Company shall have executed and delivered to the Purchasers a certificate, executed by a senior officer, to that effect.

(b) **Performance of Covenants.** All of the covenants and agreements contained in the Purchase Agreement to be complied with by the Vendors or the Company on or before the Closing shall have been complied with in all material respects and each of the Vendors and the Company shall have executed and delivered to the Purchasers a certificate, executed by a senior officer, to that effect.

(c) **Transaction Resolution.** The Transaction Resolution has been approved and adopted by the Common Shareholders at the Meeting in accordance with Law.

(d) **Regulatory Approvals.** Each of the Regulatory Approvals shall have been made, given or obtained and shall not have imposed a Burdensome Condition.

(e) **No Illegality.** No order or Law shall have been made, issued or enacted by any Governmental Entity enjoining or prohibiting the Sale Transaction.

(f) **Material Adverse Effect.** Since the date of the Purchase Agreement, there shall not have occurred a Material Adverse Effect which is continuing.

(g) **Employees.** Designated Employees representing at least 65% of the value of the retention payments have (1) entered into a retention agreement or offer letter substantially in the form provided to them, and (2) not terminated their employment with the applicable Vendor or the Company, as applicable, or given notice of resignation.

(h) **Deliveries.** The Vendors shall deliver or cause to be delivered to the Purchasers the items listed in Section 7.1(h) of the Purchase Agreement.

The completion of the Sale Transaction is subject to the following conditions being satisfied on or prior to the Closing Date, which conditions are for the exclusive benefit of the Vendors and the Company and may be waived, in whole or in part, by the Vendors and the Company in their sole discretion:

(a) **Truth of Representations and Warranties**. The representations and warranties of the Purchasers contained in Article 4 of the Purchase Agreement which are qualified by references to materiality are true and correct as of the Closing Date in all respects (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date) and all other representations and warranties of the Purchasers set forth in the Purchase Agreement are true and correct as of the Closing Date in all material respects (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date), and each of the Purchasers shall have executed and delivered to each of the Vendors and the Company a certificate, executed by a senior officer, to that effect.

(b) **Performance of Covenants.** All of the covenants and agreements contained in the Purchase Agreement to be complied with by the Purchasers on or before Closing shall have been complied with in all material respects and each of the Purchasers shall have executed and

delivered to each of the Vendors and the Company a certificate, executed by a senior officer, to that effect.

(c) **Transaction Resolution.** The Transaction Resolution has been approved and adopted by the Common Shareholders at the Meeting in accordance with Law.

(d) **Regulatory Approvals.** Each of the Regulatory Approvals shall have been made, given or obtained and shall not have imposed a Burdensome Condition.

(e) **No Illegality.** No order or Law shall have been made, issued or enacted by any Governmental Entity enjoining or prohibiting the Sale Transaction.

(f) **Deliveries.** The Purchasers shall deliver or cause to be delivered to the Vendors the items listed in Section 7.2(f) of the Purchase Agreement.

TERMINATION

The Purchase Agreement may, by notice in writing given on or prior to the Closing Date, be terminated:

(a) by mutual consent of the Company and the Purchasers;

(b) by either the Company or the Purchasers if:

(i) the Meeting is duly convened and held and the Transaction Resolution is voted on by the Common Shareholders and not approved by the Common Shareholders as required by Law;

(ii) after the date of the Purchase Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Sale Transaction illegal or otherwise prohibits or enjoins the Vendors, the Company or the Purchasers from consummating the Sale Transaction, and such Law has, if applicable, become final and non-appealable, provided that the Party seeking to terminate the Purchase Agreement pursuant to this paragraph has used its best efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Sale Transaction and provided further that the enactment, making, enforcement or amendment of such Law was not primarily due to the failure of such Party (and in the case of the Company, either or both of the Company and the Vendors) to perform any of its or their covenants or agreements under the Purchase Agreement; or

(iii) the Closing does not occur on or prior to the Outside Date, provided that a Party may not terminate the Purchase Agreement pursuant to this paragraph if the failure of the Closing to so occur has been caused by, or is a result of, a breach by such Party (and in the case of the Company, either or both of the Company and the Vendors) of any of its representations or warranties or the failure of such Party (and in the case of the Company, either or both of the Company and the Vendors) to perform any of its covenants or agreements under the Purchase Agreement;

(c) by the Purchasers if:

(i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Vendors or the Company under the Purchase Agreement occurs that would cause any condition in Section 7.1(a) [*Company Representations and Warranties*] or Section 7.1(b) [*Company Covenants*] of the Purchase Agreement not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 5.6(3) of the Purchase Agreement; provided that any wilful breach shall be deemed to be incapable of being cured and the Purchasers are not then in breach of the Purchase Agreement so as to cause any condition in Section 7.2(a) [*Purchasers Representations and Warranties*] or Section 7.2(b) [*Purchasers Covenants*] of the Purchase Agreement not to be satisfied; or

(ii) prior to the approval by the Common Shareholders of the Transaction Resolution, (A) the Board of Directors fails to recommend or withdraws, amends, modifies or qualifies, in a manner adverse to the Purchasers, the Board Recommendation, (B) the Board of Directors accepts, approves, endorses or recommends an Acquisition Proposal or takes no position or remains neutral with respect to a publicly announced Acquisition Proposal for more than ten business days (together with any of the matters set forth in (A), a "**Change in Recommendation**"), (C) the Board of Directors enters into (other than a confidentiality agreement permitted by and in accordance with Section 6.3 of the Purchase Agreement) any written agreement in respect of an Acquisition Proposal; or (D) the Company wilfully breaches Section 6.1 (non-solicitation) of the Purchase Agreement;

(d) by the Company if (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchasers under the Purchase Agreement or the Guarantor under the Guarantee occurs that would cause any condition in Section 7.2(a) [*Purchasers Representations and Warranties*] or Section 7.2(b) [*Purchasers Covenants*] of the Purchase Agreement not to be satisfied, and such breach or failure is incapable of being cured or is not cured in accordance with the terms of Section 5.6(3) of the Purchase Agreement; provided that any wilful breach shall be deemed to be incapable of being cured and neither the Vendors nor the Company is then in breach of the Purchase Agreement so as to cause any condition in Section 7.1(a) [*Company Representations and Warranties*] or Section 7.1(b) [*Company Covenants*] of the Purchase Agreement not to be satisfied; and

(ii) if prior to the approval by the Common Shareholders of the Transaction Resolution, the Board of Directors authorizes the Company and/or any of its Subsidiaries to enter into a written agreement (other than a confidentiality agreement permitted by and in accordance with the Purchase Agreement) with respect to a Superior Proposal in accordance with Section 6.4 of the Purchase Agreement, provided the Company is then in compliance with Section 6.1 of the Purchase Agreement in all material respects and that prior to or concurrent with such termination the Company pays the Termination Fee.

TERMINATION FEE

Despite any other provision in the Purchase Agreement relating to the payment of fees and expenses, including the payment of brokerage fees, if a Termination Fee Event occurs, GMCC shall pay the

Purchasers $2.625 million (the "**Termination Fee**"). For the purposes of the Purchase Agreement, ("**Termination Fee Event**") means the termination of the Purchase Agreement:

(a) by the Purchasers, pursuant to Section 8.1(1)(c)(ii) [*Change in Recommendation or Wilful Breach of Non-Solicit*] of the Purchase Agreement;

(b) by the Company, pursuant to Section 8.1(1)(e) [*Entry into Superior Proposal*] of the Purchase Agreement; or

(c) by the Company or the Purchasers pursuant to Section 8.1(1)(b)(i) [*Failure of Shareholders to Approve*] of the Purchase Agreement, if:

(i) following the date hereof and prior to the Meeting, a bona fide Acquisition Proposal shall have been publicly announced by any Person (other than the Purchasers or any of their affiliates or any Person acting jointly or in concert with any of the foregoing);

(ii) such Acquisition Proposal has not expired or been publicly withdrawn prior to the Meeting; and

(iii) within nine months following the date of such termination (A) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (i) above) is consummated, or (B) the Company enters into a contract in respect of an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (i) above) and such Acquisition Proposal is later consummated.

EXPENSE REIMBURSEMENT

Except as otherwise expressly provided in the Purchase Agreement, each Party will pay for its own costs and expenses (including the fees and expenses of legal counsel, accountants and other advisors) incurred in connection with the Purchase Agreement, and ancillary agreements, and the Sale Transaction or the transactions contemplated by such ancillary agreements.

INDEMNIFICATION

Indemnification in favour of Purchasers

Each Vendor shall indemnify and save the Purchasers harmless of and from, and shall pay for, any damages suffered by, imposed upon or asserted against any of the Purchasers as a result of, arising out of or in respect of:

(a) for a period of 12 months following the Closing, any breach of any representation or warranty made by any Vendor under Article 3 (other than Section 3.1(hh) (*taxes*)) of the Purchase Agreement, it being understood that for purposes of this clause (a) any reference in the text of any such representation or warranty to "material" or "Material Adverse Effect" shall be disregarded (except when used in Section 3.1(i)) of the Purchase Agreement for purposes of determining whether such representation or warranty was breached;

(b) for a period of three years following the Closing, any breach of any covenant or agreement to be performed by the Vendors pursuant to the Purchase Agreement;

(c) any of the Excluded Liabilities (other than the Excluded Liabilities that constitute Excluded Liabilities pursuant to Section 2.6(e) (*taxes*) of the Purchase Agreement which are to be covered solely under clause (e) below);

(d) subject to clause (c) above, for a period of three years following the Closing, any liabilities arising out of or relating to the conduct or operation of the Purchased Entity prior to the Closing; and

(e) for a period of thirty days following the end of the applicable statute of limitations:

(i) any breach of any representation or warranty made by any Vendor under Section 3.1(hh) (taxes) of the Purchase Agreement;

(ii) any of the Excluded Liabilities that constitute Excluded Liabilities pursuant to Section 2.6(e) (*taxes*) of the Purchase Agreement;

(iii) any Taxes owing or that may become owing by the Purchased Entity in respect of any period ending on or before the Balance Sheet Date in excess of the amount of the provisions for Taxes in the Financial Statements; and

(iv) any Taxes owing or that may become owing by the Purchased Entity in respect of any period commencing after the Balance Sheet Date and ending on or prior to the Closing Date.

Indemnification in favour of Vendors

The Purchasers shall indemnify and save the Vendors harmless of and from, and shall pay for, any Damages suffered by, imposed upon or asserted against the Vendors as a result of, arising out of or in respect of:

(a) for a period of 12 months following the Closing, any breach of any representation or warranty made by the Purchasers under Article 4 of the Purchase Agreement, it being understood that for purposes of this clause (a) any reference in the text of any such representation or warranty to “material” or “Material Adverse Effect” shall be disregarded for purposes of determining whether such representation or warranty was breached;

(b) for a period of three years following the Closing, any breach of any covenant or agreement to be performed by the Purchasers pursuant to the Purchase Agreement;

(c) any of the Assumed Liabilities; and

(d) any liabilities arising out of or relating to the conduct or operation of the Purchased Entity after the Closing.

Limitations on Indemnification

The Parties shall not have any liability for Damages incurred by the other Party or any obligation to make any payment for Damages incurred by the other Party under Section 9.1 of the Purchase Agreement (other than Section 9.1(c) and Section 9.1(e)) or Section 9.2 (other than Section 9.2(c)) for any individual claim or series of related claims where Damages relating thereto is less than $50,000 and will not incur any liability for Damages unless and until the aggregate amount of identifiable damages exceeds $1,000,000 (excluding any individual claim or series of related claims where Damages relating thereto is less than $50,000), and then only for Damages in excess of that amount. The maximum aggregate amount of Damages which any Party shall be entitled to recover under Article 9 (other than Section 9.1(e)) of the Purchase Agreement shall be an amount equal to $10,000,000.

TAX MATTERS

The Company shall file or cause to be filed when due all Tax Returns that are required to be filed by or with respect to any Purchased Asset or any income or gains derived with respect thereto for all Pre-Closing Tax Periods, and shall pay any Taxes due in respect of such Tax Returns, and the Purchasers shall file or cause to be filed when due all Tax Returns that are required to be filed by or with respect to any Purchased Asset or any income or gains derived with respect thereto for all taxable years or periods ending after the Closing Date (including any Straddle Periods) and shall remit any Taxes due in respect of such Tax Returns. The Company shall pay to the Purchasers any Taxes for which the Company is liable pursuant to Section 2.6(e) of the Purchase Agreement (but which are payable with Tax Returns to be filed by the Purchasers pursuant to the previous sentence) within three business days prior to the due date for the filing of such Tax Returns or the due date for the payment of such Taxes, whichever is later.

The Company shall be entitled to any refunds or credits of or against any Taxes for which the Company is responsible under Section 9.1(e) of the Purchase Agreement; provided, however, that the Company shall not be entitled to any such refunds or credits received by the Purchasers to the extent such refunds or credits (i) were reflected as an asset in the Closing Statement or (ii) are received after the date that is four (4) years after the Closing Date. The Purchasers shall be entitled to any refunds or credits received by the Purchasers other than refunds or credits to which the Company is entitled pursuant to the foregoing sentence. Each Party shall pay, or cause its affiliates to pay, to the Party entitled to a refund or credit of Taxes under Section 10.2(b) of the Purchase Agreement, the amount of such refund or credit (including any interest paid thereon and net of any Taxes to the party receiving such refund or credit in respect of the receipt or accrual of such refund or credit) in readily available funds within 15 days of the actual receipt of the refund or credit or the application of such refund or credit against amounts otherwise payable.

Each Party shall promptly notify the other in writing upon receipt of notice of any pending or threatened audits or assessments with respect to Taxes for which the other Party (or the other Party's affiliates) may be liable hereunder. The Company shall be entitled to participate at its expense in the defense of any Tax audit or administrative or court proceeding relating to Taxes for which it may be liable, and to employ counsel and other advisors of its choice at its expense. Neither Party may agree to settle any claim for Taxes for which the other may be liable without the prior written consent of such other Party, which consent shall not be unreasonably withheld. In the event of any conflict or overlap between the provisions of Section 10.2(d) of the Purchase Agreement and Article 9, the provisions of Section 10.2(d) shall control.

USE OF LICENSED MARKS AND OTHER IP RIGHTS

By no later than June 30, 2020 or five business days following the conclusion of the next meeting of Common Shareholders following the Meeting (such period, the "**Phase-Out Period**"), each of the Company and its Subsidiaries shall cease to use the Licensed Marks.

Effective as of Closing and solely during the Phase-Out Period, the Purchasers hereby grant to the Company a limited, worldwide, royalty-free, non-transferable, sublicensable only to the Vendor Sublicensees, non-exclusive (other than certain specified domain names which shall be an exclusive license), irrevocable, license to use and display the Licensed Marks, solely in a manner that is substantially similar to that used by each of the Company and Vendor Sublicensees as of or in the twelve months prior to Closing, and solely in connection with the continued operation of each of their businesses during the Phase-Out Period.

FIRSTENERGY ESCROW AGREEMENT

The Purchasers shall provide all information that is reasonably required by the Company for the proper and timely administration of the FirstEnergy Escrow Agreement and the Awards (as defined in the Share Incentive Plan) under the Share Incentive Plan, including:

(a) upon the termination of an Employee who is (i) an Escrow Vendor (as defined in the FirstEnergy Escrow Agreement) from employment with the applicable Purchaser prior to September 15, 2020 or (ii) a holder of Awards from employment with the applicable Purchaser prior to December 1, 2021, in each case, the Purchasers shall promptly provide a written notice to the Company specifying the date and the reason for such termination; and

(b) at the reasonable request of the Company from time to time, the Purchasers shall confirm the continued employment of Employees that are Escrow Vendors or holders of Awards.

NON COMPETITION; NO HIRE

For a period of three years from the Closing, the Company shall not, and shall cause its Subsidiaries and affiliates not to, directly or indirectly, alone or in association with another Person:

(a) engage in, continue in, carry on, or control, operate, manage or have any ownership or financial interest in, any business or Person that principally engages in the Purchased Business, including investment banking, advisory and underwriting, participate as a syndicate member in an underwriting of a securities offering, research and sales and trading services, to the small- to mid-cap segments of the capital markets, the origination of investment banking business and underwriting of securities offerings by institutions (collectively, a "**Competitive Business**");

(b) cause, induce or encourage any actual or prospective client, customer or supplier of the Purchased Business or any other Person who has a material business relationship with the Purchased Business to terminate or modify any such actual or prospective relationship;

(c) solicit or induce employment or engagement as an independent contractor of any Person who is or was an Employee, except pursuant to a general solicitation that is not directed specifically to Employees, unless such Person has been separated from his or her employment or other

relationship with the Purchased Business for 12 consecutive months at time of solicitation or inducement (professional service firms excluded); or

(d) engage in any practice a primary purpose of which is to evade the provisions of the covenant not to compete or solicit.

Notwithstanding the foregoing, the Company, Richardson GMP and their respective subsidiaries and affiliates shall not be restricted from, directly or indirectly, alone or in association with another Person:

(a) engaging in, acquiring, continuing in, carrying on, or controlling, operating, managing or having any ownership or financial interest in, any business or Person that principally engages in a wealth management business and any other businesses ancillary thereto; or

(b) acquiring any Person or business that operates a Competitive Business, and thereafter continuing to engage in, carry on, control, operate, manage and have an ownership or financial interest in any such Person or business, provided that such Competitive Business is less than 20% of the revenues of such acquired business or Person and the annual revenues of such Competitive Business are less than $50 million; provided, however, that if the revenues of such Competitive Business in any 12 month period during the restricted period are greater than $50 million, the Company shall promptly pay to the Purchasers an amount of $25 million; or

(c) holding as a passive investor not more than 3% of the issued and outstanding securities of a Person, the securities of which are listed on a recognized stock exchange.

The restrictions set out above shall terminate upon the completion of, in a single transaction or series of related transactions (a) any take-over bid, tender offer, arrangement, amalgamation, merger, consolidation or other transaction, where, immediately after the consummation of such transaction, the shareholders of the Company immediately prior thereto do not beneficially own, directly or indirectly, either (A) outstanding voting securities representing more than 50% of the combined outstanding voting power of the Company or the surviving or resulting entity in such transaction, as applicable, or (B) more than 50% of the combined outstanding voting power of the Company or the parent of the surviving or resulting entity in such transaction, as applicable, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Company immediately prior to such transaction; or (b) the sale to a person or acquisition by a person not affiliated with the Company, Richardson GMP or their respective subsidiaries of assets of the Company or its Subsidiaries having a value greater than 50% of the fair market value of the assets of the Company and its Subsidiaries determined on a consolidated basis prior to such sale whether such sale or acquisition occurs by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, arrangement, merger, transfer, sale or otherwise (each of the foregoing transactions, a "**Change of Control Transaction**"); provided that if the counterparty in such Change of Control Transaction is principally engaged in a Competitive Business (a "**Competitor Change of Control Transaction**"), the Company shall be required to promptly pay to the Purchasers upon completion of such Competitor Change of Control Transaction a Competitor Change of Control Payment. For the avoidance of doubt, (x) the Company shall not be required to make a Competitor Change of Control Payment with respect a Change of Control Transaction with a counterparty not principally engaged in a Competitive Business or with respect to any Change of Control Transaction completed on or following the third anniversary of the Closing Date and (y) in no event shall the Company be required to make more than one Competitor Change of Control Payment.

Notwithstanding the foregoing, the restrictions set forth in this paragraph shall not terminate as a result of a Change of Control Transaction pursuant to which the current shareholders of Richardson GMP acquire more than 50% of the combined outstanding voting power of the Company or the surviving or resulting entity in such transaction and the Company shall not be required to make any Competitor Change of Control Payment with respect thereto.

For a period of three years, the Purchasers shall not, and shall cause their Subsidiaries and affiliates not to, directly or indirectly, alone or in association with another Person, solicit or induce employment or engagement as an independent contractor of any Person who is or was an employee of the Company and its Subsidiaries and affiliates, except pursuant to a general solicitation that is not directed specifically to employees, unless such Person has been separated from his or her employment or other relationship with the Company and its Subsidiaries and affiliates for 12 consecutive months at time of solicitation or inducement (professional service firms excluded).

The geographic scope of the covenants to not solicit pursuant to the terms of the Purchase Agreement shall extend throughout Canada and the United Kingdom.

EMPLOYEES GENERALLY

The Purchasers agree that the Employees as of Closing who remain employed with the Purchased Entity (including with any of the Purchasers or any such Purchaser's affiliates) shall, between Closing and December 31, 2020, be provided with base salary or base wage, benefits and participation in discretionary bonus pools in accordance with the applicable forms of employee offer letters, or with respect to UK Transferring Employees, that are no less favorable than to those provided to the UK Transferring Employees prior to Closing.

UK EMPLOYEE MATTERS

Notwithstanding any other provision in the Purchase Agreement, the UK Asset Purchaser shall indemnify the Vendors from and against all Losses incurred, suffered or paid by the Vendors where the cause of the Losses arises directly out of or in connection with:

(a) the employment or termination of employment by the UK Asset Purchaser of any UK Transferring Employee occurring after the Closing Date;

(b) any failure by the UK Asset Purchaser to comply with its legal obligations in respect of any of the UK Transferring Employees after the Closing Date;

(c) any failure by the UK Asset Purchaser in relation to its or their obligations under regulation 13(4) of TUPE; and

(d) a claim by any UK Transferring Employee who has objected to the transfer under regulation 4(9) of TUPE in relation to an act or omission or proposed act or omission by the UK Asset Purchaser before, on or after the Closing Date which would involve a substantial change in working conditions to the material detriment of such UK Transferring Employee or any claim by any UK Transferring Employee under Regulation 4(11) of TUPE in relation to an act or omission or proposed act or omission by the UK Asset Purchaser before, on or after the Closing Date.

Notwithstanding any other provision in the Purchase Agreement, the UK Asset Purchaser shall not assume or be responsible for, and the UK Vendor shall indemnify the UK Asset Purchaser from and against all Losses incurred, suffered or paid by the UK Asset Purchaser where the cause of the Losses arises directly out of or in connection with:

(a) the employment or termination of employment by the UK Vendor of any UK Transferring Employee occurring on or before the Closing Date;

(b) any failure by the UK Vendor to comply with its legal obligations in respect of any of the UK Transferring Employees on or before the Closing Date;

(c) any failure by the UK Vendor in relation to its obligations under regulation 13 of TUPE (save to the extent that such a failure arises out of a breach by the Purchaser in relation to its obligations under regulation 13(4) of TUPE);

(d) the employment or termination of employment of any person (other than the UK Transferring Employees) who alleges that their employment transfers to the Purchaser or any contractor of the Purchaser by virtue of the operation of TUPE to the Sale Transaction contemplated by the Purchase Agreement; and

(e) the transfer to the Purchaser or any contractor of the Purchaser of any liability in connection with the termination of employment of any person by the UK Vendor up to and including the Closing Date.

CANADA EMPLOYEE MATTERS

The Canadian Asset Purchaser will offer or cause an affiliate of the Canadian Asset Purchaser to offer employment to each Target Employee in the form attached to the Purchase Agreement, conditional on the Closing occurring and effective on the Closing Date.

Vendors shall use reasonable efforts to encourage the Target Employees to accept offers of employment made by the Canadian Asset Purchaser or an affiliate of the Canadian Asset Purchaser; provided that such reasonable efforts shall not require the Canadian Asset Purchaser to make any payments to the Target Employees. In the event that a Target Employee does not accept his or her offer of employment made by the Canadian Asset Purchaser and does not become a Canadian Transferring Employee, then the Vendors may terminate the employment of the Target Employee and the Vendors shall bear the liability for such termination of employment.

The Canadian Asset Purchaser will continue the employment of the Quebec Employees on the terms and conditions set forth in the form attached to the Purchase Agreement, conditional on the Closing occurring and effective on the Closing Date.

Notwithstanding any other provision in the Purchase Agreement, the Canadian Asset Purchaser shall indemnify the Vendors from and against all Losses incurred, suffered or paid by the Vendors where the cause of the Losses arises directly or indirectly out of or in connection with:

(a) the employment or termination of employment by one of the Purchasers or an affiliate thereof of any Canadian Transferring Employee or Quebec Employee occurring on or after the Closing Date;

(b) the termination of employment with any of the Vendors of any Employee to whom the Purchasers do not make an offer of employment, including all liabilities in respect of all notice of termination, termination payments, severance payments, under any Employee Plans, damages for wrongful dismissal, constructive dismissal and all related costs (collectively, "**Severance Costs**") in respect of the termination of the employment of any such individual; provided that the maximum aggregate amount of Severance Costs payable by the Purchasers in respect of all such terminated Employees set forth in the Disclosure Letter shall not exceed certain maximum amounts set out therein (collectively, the **"Maximum Severance Cost**"); and

(c) any failure by one of the Purchasers or an affiliate thereof to comply with its legal obligations in respect of Employee Plans and compensation relating to employment of all Canadian Transferring Employees and Quebec Employees on or subsequent to the Closing Date.

Notwithstanding any other provision in the Purchase Agreement, the Canadian Asset Purchaser shall not assume or be responsible for, and the Vendors shall indemnify the Canadian Asset Purchaser from and against all Losses incurred, suffered or paid by the Canadian Asset Purchaser where the cause of the Losses arises directly or indirectly out of or in connection with:

(a) the employment or termination of employment by the Vendors of any Target Employees or Quebec Employees occurring before the Closing Date;

(b) any liabilities in excess of the Maximum Severance Cost in respect of Severance Costs with respect to the Employees terminated pursuant to Section 12.2(6)(b) of the Purchase Agreement; and

(c) any failure by the Vendors to comply with their legal obligations in respect of any of the Target Employees or Quebec Employees before the Closing Date.

ANCILLARY AGREEMENTS

VOTING AGREEMENTS

Contemporaneously with the execution of the Purchase Agreement by the Parties, the Supporting Shareholders entered into the Voting Agreements. Among other things, the Voting Agreements provide that each Supporting Shareholder shall (i) vote or cause to be voted all Common Shares owned or controlled by it in favor of the approval of the Transaction Resolution and (ii) vote all such Common Shares against any action, transaction, or agreement that would reasonably be expected to result in a breach in any respect of any covenant, representation or warranty of the Company or the Vendors under the Purchase Agreement or its respective Voting Agreement.

Each Supporting Shareholder has made customary representations and warranties in its Voting Agreement in favour of the Purchasers. Similarly, the Purchasers have made customary representations and warranties in the Voting Agreements in favour of the Supporting Shareholders.

In addition, each Voting Agreement remains in effect until the earliest to occur of: (i) the day following the date on which the Meeting is held (or any adjournment or postponement thereof), (ii) the effective date of any termination of the Purchase Agreement in accordance with its terms, and (iii) the

termination of the Voting Agreement in accordance with its terms, but in no event later than the Outside Date.

Each Voting Agreement may be terminated: (i) at any time upon the written agreement of the Purchasers and the Supporting Shareholder; (ii) by the Supporting Shareholder due to a breach of any covenant, representation or warranty under the Voting Agreement by the Purchasers and (iii) by the Purchasers due to breach of any covenant, representation or warranty under the Voting Agreement by the Supporting Shareholder.

Notwithstanding anything in the Voting Agreement to the contrary, each Supporting Shareholder may terminate its respective Voting Agreement should the Purchasers: (i) decrease the consideration payable to the Vendors pursuant to the Sale Transaction, except as explicitly set forth in the Purchase Agreement; (ii) change the amount or form of consideration payable to the Vendors pursuant to the Sale Transaction (other than to increase the total consideration payable or to add additional consideration); (iii) extend the Outside Date beyond the ultimate Outside Date as contemplated in the Purchase Agreement; (iv) impose any additional material conditions to completion of the Sale Transaction; or (v) otherwise vary the Sale Transaction or any terms or conditions thereof in a manner that is material and averse to shareholders of the Company.

GUARANTEE

Contemporaneously with the execution of the Purchase Agreement by the Parties, GMP and the Vendors (collectively, the "**Guaranteed Parties**"), and Stifel (the "**Guarantor**") entered into a guarantee agreement (the "**Guarantee**") whereby the Guarantor agreed to absolutely and unconditionally guarantee to the Guaranteed Parties, among other things, the (1) due and punctual performance of the obligations of the Purchasers to (i) pay the Purchase Price, (ii) pay any amounts owed by the Purchasers in connection with certain taxes (e.g., VAT, stamp duty, transfer taxes) and costs and expenses incurred in connection with obtaining Regulatory Approvals and (iii) to indemnify the Vendors and the Company pursuant to the terms of the Purchase Agreement, and (2) that it will cause the Purchasers to fulfill their covenants, obligations and undertakings under the Purchase Agreement (collectively, the "**Guaranteed Obligations**"). If, for any reason any such Purchaser fails to duly perform the Guaranteed Obligations in accordance with the terms of the Purchase Agreement, the Guarantor shall forthwith perform, or cause to be performed, the Guaranteed Obligations in accordance with the terms of the Purchase Agreement.

RETENTION AGREEMENTS

Contemporaneously with the execution of the Purchase Agreement by the Parties, certain Employees of the Company Group entered into retention agreements with one of the Purchasers or their affiliates, pursuant to which, among other things, such employees will be (i) entitled to retention awards and (ii) given prescribed notice of resignation periods, said agreement to be effective as of the Closing Date. Ten percent of the retention awards consist of cash payments at Closing and the remainder consists of other forms of retention with a three year vesting period. The retention agreements also stipulate that, between Closing and December 31, 2020, the Employees will be compensated in accordance with past compensation practices of the Purchased Business.

REGULATORY APPROVALS

The completion of the Sale Transaction is conditional on the following regulatory approvals: (i) Competition Act Approval, (ii) IIROC Approval, (iii) registration of Canadian Asset Purchaser as an

investment dealer with the Canadian Securities Administrators in all jurisdictions of Canada and, only to the extent required or desired, as a derivatives dealer in the Province of Quebec, (iv) obtainment of IIROC membership by the Canadian Asset Purchaser, (v) NI 31-103 No Objection, (vi) FINRA Approval, (vii) Exchange Approvals, (viii) acceptance of Canadian Asset Purchaser as a member of (x) the Toronto Stock Exchange and (y) the TSX Venture Exchange, and, only to the extent required or desired, (z) the Montreal Exchange, and (ix) if, and only to the extent required, approval under Part XII of the Bank Act (collectively, the "**Regulatory Approvals**").

Competition Act Approval

Part IX of the Competition Act requires that each of the parties to a transaction that exceeds the thresholds set out in sections 109 and 110 of the Competition Act (a "**Notifiable Transaction**") provide the Commissioner of Competition with pre-closing notification filings ("**Notifications**") in respect of their Notifiable Transaction. The parties to a Notifiable Transaction cannot complete the transaction until the applicable statutory waiting period under section 123 of the Competition Act has expired or been terminated, an advance ruling certificate ("**ARC**") has been issued by the Commissioner of Competition pursuant to section 102 of the Competition Act, or an appropriate waiver of the requirement to submit Notifications has been provided by the Commissioner of Competition via the issuance of a No-Action Letter. In lieu of filing Notifications, the parties to a Notifiable Transaction may submit a request for an ARC or, in the alternative, a No-Action Letter (an "**ARC Request**") and, if an ARC or a No-Action Letter together with an appropriate waiver of the requirement to submit Notifications is issued, there is no requirement to submit Notifications.

The Sale Transaction constitutes a Notifiable Transaction under the Competition Act. On June 27, 2019. the Parties filed with the Commissioner of Competition an ARC Request.

Bank Act Approval

Completion of the Sale Transaction is also subject to the obtaining by Stifel of the approval of the Minister of Finance pursuant to Part XII of the Bank Act. This ordinary course approval is required because Stifel is related to a bank outside of Canada.

IIROC Approval

IIROC Dealer Member Rule 17.12 requires an IIROC Dealer Member to provide prior written notice to IIROC of a proposed disposition of all or substantially all of its assets, such as the Purchased Assets. As a result, as an IIROC Dealer Member, the Canadian Asset Vendor, is required to provide notice of the Sale Transaction to IIROC. IIROC may, upon receipt of the notice, submit the Sale Transaction for approval by the applicable IIROC District Council.

NI-31-103 Notice

Part 11 of NI 31-103 requires a registered dealer, adviser or investment fund manager to provide notice to its principal securities regulator if it proposes to acquire all or a substantial part of the assets of another registered firm. In anticipation of becoming registered as an investment dealer, the Canadian Asset Purchaser is therefore required to provide notice of the Sale Transaction to the Ontario Securities Commission (as its principal regulator) pursuant to Part 11 of NI 31-103 and seek the Ontario Securities Commission's approval or non-objection in respect of same. The securities

regulators in each jurisdiction of Canada will have the opportunity to raise objections to the Sales Transaction.

FINRA Approval

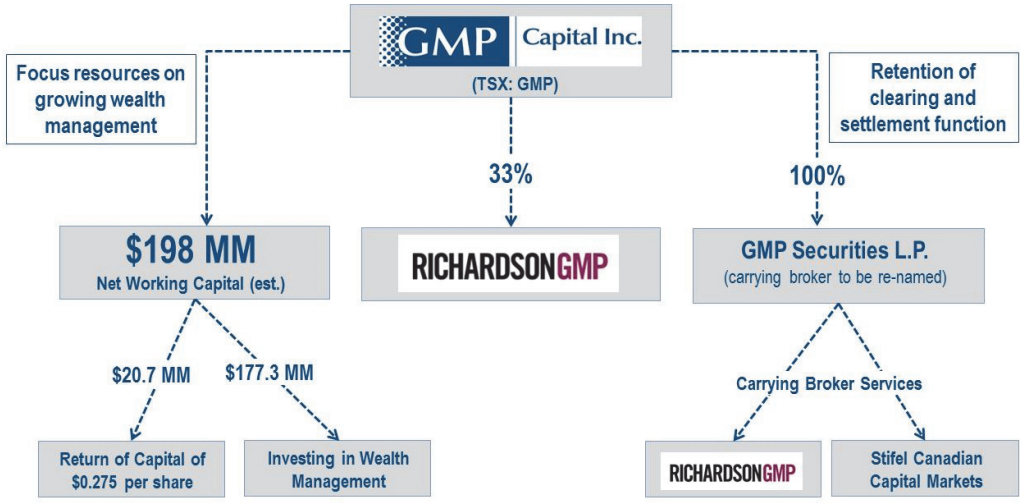
The Sale Transaction requires the Purchased Entity, as a member of FINRA, to seek approval from FINRA.

Registrations and Membership

In order to carry on the Purchased Business as a Type 3 introducing broker following the closing of the Sale Transaction, the Canadian Asset Purchaser intends to seek registration as an investment dealer in each jurisdiction of Canada and obtain membership with IIROC and each of the Toronto Stock Exchange and the TSX Venture Exchange.

GMP FOLLOWING THE SALE TRANSACTION

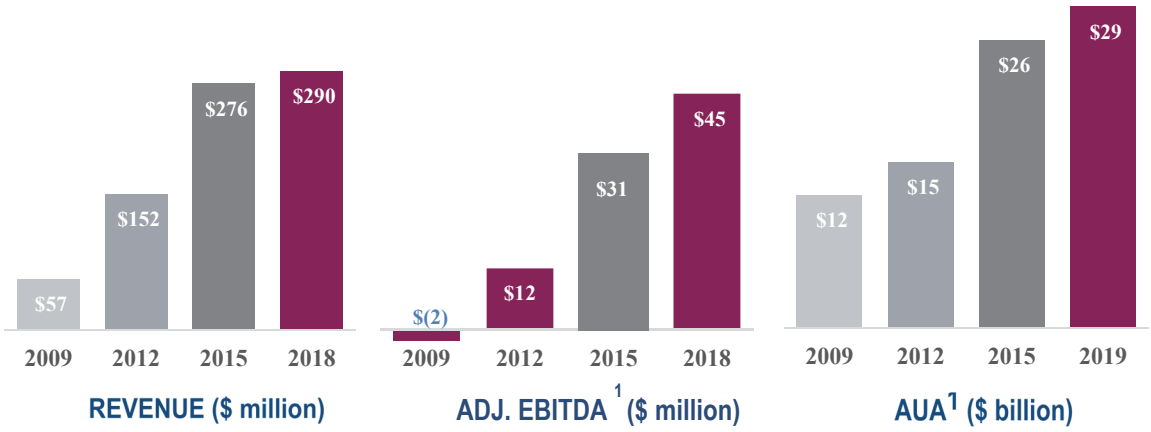
Immediately following the closing of the Sale Transaction, as depicted below, it is expected that the Company will have approximately $198 million of net working capital (approximately $177 million after the Return of Capital), own 100% of a carrying broker (GMP Securities L.P. to be renamed following closing of Sale Transaction) and will continue to hold its 33.33% interest in Richardson GMP. RFGL also owns 33.33% of the shares in Richardson GMP and the balance is largely held by Richardson GMP's investment advisors, management and employees. The Company will also continue to have outstanding the Preferred Shares (with an aggregate par value of $115 million and an aggregate market capitalization of approximately $63.7 million based on the closing prices of the Preferred Shares on the Toronto Stock Exchange as of July 5, 2019) and promissory notes issued in connection with the acquisition of FirstEnergy Capital Holdings Corp. whose liability will not be assumed by affiliates of Stifel in connection with the Sale Transaction in an aggregate principal amount of approximately $12.6 million (as of June 30, 2019), and will be subject to indemnity obligations, as well as any additional severance and transaction expenses, in connection with the Sale Transaction. See "*The Purchase Agreement – Indemnification*" *and* "*Risk Factors – Incurrence of Certain Costs and Expenses in Connection with the Sale Transaction*."



Focus on Wealth Management

If completed, the Sale Transaction will be the first step in a wider strategy of the Board of Directors to transform the Company by unlocking significant capital devoted to an uncertain capital markets business and deploying it to what the Board of Directors believes is a stable, predictable and growing wealth management business. The next step envisions the Company acquiring 100% of Richardson GMP and making wealth management the core business for future growth in value of the Company.

Richardson GMP is one of Canada's leading wealth management firms, providing exclusive and innovative investment solutions, including investment advisory, tax, estate and succession planning, insurance and the inter-generational transfer of wealth advice to successful families and entrepreneurs across Canada. Since 2010, Richardson GMP has been awarded top ranking in the Investment Executive Brokerage Report Card for products and services dedicated to high net worth and ultra-high net worth investors. Most recently, Richardson GMP was recognized as one of Canada's Best Workplaces™ for 2019. Richardson GMP has approximately $29 billion in client assets (as at March 31, 2019) administered by 160 advisory teams and approximately $290 million in annual revenues (with approximately 70% in fee based recurring revenues). Key financial highlights include:



1. Considered to be a non-GAAP financial measure. Non-GAAP financial measures do not have any standardized meaning prescribed by generally accepted accounting principles (GAAP) under IFRS and are therefore unlikely to be comparable to similar measures presented by other issuers. This data should be read in conjunction with the "Presentation of Financial Information and Non-GAAP Measures" section in the Company's management discussion and analysis for the quarter ended March 31, 2019.

The Company believes that the acquisition of Richardson GMP, with its proven and scalable wealth management platform, will allow it to:

- partner with the Richardson family, through RFGL (GMP's largest shareholder and owner of approximately 33% of Richardson GMP), to bring to the Company a powerful brand, reputation/expertise and rich history in creating wealth in a variety of industries including financial services over more than five generations;

- accelerate its vision to build a top-tier wealth management business that becomes a fully integrated financial services firm able to provide a comprehensive suite of client solutions across the entire family household balance sheet;

- deploy its excess net working capital and public company currency to aggressively grow the business through recruitment of financial advisers, acquisition of complimentary wealth management businesses and capabilities, development and introduction of new product and service offerings and investing in a variety of operating and revenue initiatives to improve the service offering to investment advisors and their clients, and expand margins; and

- provide Common Shareholders the greatest potential for long term value creation through ownership in a business that is focused exclusively on serving the wealth management needs of a growing number of investment advisors and their high and ultra-high net worth clients looking for independent, non-bank points of access for advice.

It is with these goals in mind that the Board of Directors has formed an additional special committee of independent directors, excluding any directors affiliated with RFGL, to work towards acquiring 100% of Richardson GMP. If the Company is successful in acquiring 100% of Richardson GMP, it will result in a publicly traded pure-play wealth management business. Access to approximately $177 million in net working capital (after the Return of Capital), when combined with an ability to use publicly traded equity as currency, will provide Richardson GMP with the opportunity to become a powerful force in the wealth management space in Canada as an independent, non-bank-owned firm alternative.

Any such acquisition would be undertaken in accordance with the Richardson GMP Liquidity Mechanism in the shareholders agreement governing Richardson GMP, pursuant to which the Company and RFGL have agreed, among other things, that in certain circumstances they will negotiate, in good faith, for the acquisition by the Company of the common shares of Richardson GMP that are not owned by the Company. The Richardson GMP shareholders' agreement requires that the consideration to be paid for any acquisition of Richardson GMP shall consist entirely of Common Shares, subject to certain exceptions. Details of the material aspects of the Richardson GMP Liquidity Mechanism can be found in the Company's Annual Information Form dated February 28, 2019.

If the Transaction Resolution is approved at the Meeting, Harris Fricker intends to step down as President and Chief Executive Officer of the Company shortly following the Meeting and the Board of Directors intends to appoint Kishore Kapoor, a current director of the Company, as Interim President and Chief Executive Officer at such time. Mr. Fricker will continue to be the President and Chief Executive Officer of the capital markets business pending the completion of the Sale Transaction and will continue to be a director of the Company.

Among other roles, Mr. Kapoor has been President of Wellington West Holdings Inc., the parent company of a number of subsidiaries that provided wealth management and corporate finance services to retail and institutional clientele in Canada, and was the cofounder, as well as Executive Vice-President, Corporate Development, of Assante Corporation, previously one of the largest wealth management firms in Canada. Mr. Kapoor is also currently a director of RFGL and serves on its Audit Committee. Mr. Kapoor will work with the management team at Richardson GMP led by Andrew Marsh, its President and Chief Executive Officer, as the Company focuses on the potential that wealth management offers for long-term value creation for shareholders.

In accordance with the Purchase Agreement, the Company and Richardson GMP will take steps to change their corporate names to better reflect the brand they believe will best resonate with Richardson GMP's clients. See "*The Purchase Agreement – Use of Licensed Marks and Other IP Rights*".

Any acquisition of 100% of Richardson GMP would be completed after the Sale Transaction, subject to approval of the Common Shareholders, required regulatory approvals and other customary closing conditions. There can be no assurance that any transaction involving Richardson GMP will be completed or on what terms or structure any transaction may occur.

Carrying Broker Services

Whether or not the acquisition of 100% of Richardson GMP is completed following the Sale Transaction, the Company will also operate a wholly owned subsidiary that will continue to provide Type 2 carrying broker services to Richardson GMP and will provide Type 3 carrying broker services to Stifel's Canadian capital markets business.

RISK FACTORS

Common Shareholders should carefully consider the risk factors relating to the Sale Transaction listed below and those identified elsewhere in this Information Circular before deciding how to vote on the Transaction Resolution. GMP believes that the risk factors described below are the most material risks related to the Sale Transaction, but there may be other risks that could materially and adversely affect the Sale Transaction, the business of GMP and the interests of Common Shareholders.

NO CERTAINTY THAT ALL OF THE CONDITIONS PRECEDENT WILL BE SATISFIED OR WAIVED

The completion of the Sale Transaction is subject to a number of conditions precedent, certain of which are outside the control of GMP, the Vendors and the Purchasers, including receipt of any required regulatory approval, receipt of shareholder approval and other customers closing conditions. Although the Parties are obligated to use their commercially reasonable efforts to satisfy the closing conditions, there can be no certainty, nor can the Parties provide any assurance, that all conditions precedent to the Sale Transaction will be satisfied or waived, nor can there be any certainty as to the timing of their satisfaction or waiver. Moreover, a substantial delay in obtaining satisfactory approvals and consents could result in the Sale Transaction not being completed, being completed on different terms, or not being completed on time. If the Sale Transaction is not completed, there is no assurance that GMP will be able to find an alternative transaction, or that the terms of any alternative transaction would be more or less favourable than the terms set forth in the Purchase Agreement.

INCURRENCE OF CERTAIN COSTS AND EXPENSES IN CONNECTION WITH THE SALE TRANSACTION

Certain non-recurring costs relating to the Sale Transaction, such as legal, accounting and financial advisory fees as well as the cost of obtaining the Fairness Opinions must be paid by GMP even if the Sale Transaction is not completed. If the Sale Transaction is not consummated, GMP will bear some or all of these costs without recognizing any of the anticipated benefits of the Sale Transaction.

In addition, following the completion of the Sale Transaction, certain employees (including executive officers and directors) who do not transfer to the Purchasers may no longer have the same positions with GMP going forward. Under certain circumstances, certain such employees may be entitled to severance or other payments. As described above under "*The Purchase Agreement – Excluded Liabilities*" and "*The Purchase Agreement – Canada Employee Matters*", GMP has agreed to remain responsible for these and other liabilities associated with such employees. The incurrence of the foregoing costs, expenses, and liabilities may have a material adverse effect upon the business,

financial condition and results of operations of GMP and may cause the value of the Common Shares to decline.

THE PURCHASE AGREEMENT MAY BE TERMINATED IN CERTAIN CIRCUMSTANCES

GMP and the Purchasers have the right to terminate the Purchase Agreement in certain circumstances. Accordingly, there is no certainty, nor can GMP provide any assurance, that the Purchase Agreement will not be terminated before completion of the Sale Transaction. If the Purchase Agreement is terminated, there is no assurance that GMP will be able to find an alternative transaction, or that the terms of any alternative transaction would be more or less favourable than the terms set forth in the Purchase Agreement. In addition, GMP may be required to pay the Termination Fee, depending on the circumstances of the termination. The payment of the Termination Fee may have a material adverse effect upon the business, financial condition and results of operations of GMP and may cause the value of the Common Shares to decline. In addition, if the Sale Transaction is not completed, the market price of the Common Shares may be negatively impacted to the extent that the market price reflects a market assumption that the Sale Transaction will be completed.

THE PURCHASE PRICE IS SUBJECT TO ADJUSTMENT

The Purchase Agreement provides that the Purchase Price is subject to customary post-closing purchase price true-up adjustments based on Closing Tangible Book Value. The Purchase Price, therefore, may be adversely affected by a reduction in the Closing Tangible Book Value or a $5.0 million reduction in certain specified circumstances. See "*The Purchase Agreement – Purchase Price*" above.

RESTRICTIONS ON SOLICITING ACQUISITION PROPOSALS

The Purchase Agreement restricts GMP from soliciting any transaction as an alternative to the Sale Transaction. These terms as well as the requirement of GMP to pay the Termination Fee in certain circumstances may reduce the likelihood that any third party will express interest in GMP or the Purchased Business.

THE PURCHASE AGREEMENT EXPOSES GMP TO CERTAIN CONTINGENT LIABILITIES IN CONNECTION WITH INDEMNIFICATION AND OTHER OBLIGATIONS UNDER THE PURCHASE AGREEMENT

Each Vendor has agreed to indemnify the Purchasers for breaches of representations, warranties and covenants and other specified matters, subject to certain time limitations, thresholds and caps on such potential liabilities. In addition, the Vendors have agreed under the Purchase Agreement to remain responsible for the Excluded Liabilities. Significant indemnification claims by the Purchasers and/or Excluded Liabilities could have a material adverse effect on GMP's financial condition. See "*The Purchase Agreement – Indemnification*" above.

LOSS OF KEY PEOPLE

There is a risk that before the completion of the Sale Transaction key personnel could leave GMP and/or its related entities. If the Sale Transaction ultimately does not close, any personnel departures prior to the Closing Date by key people could impair GMP. In addition, certain head office personnel, and employees involved in the carrying broker business are due to remain with the Company. Should any of these individuals decide to leave, GMP could be adversely affected.

Further, the completion of the Sale Transaction is subject to a conditions precedent that Designated Employees representing at least 65% of the value of the retention payments made by Stifel or its affiliates have (1) entered into a retention agreement or offer letter with Stifel or its affiliates, and (2) not terminated their employment with the applicable Vendor or GMP, as applicable, or given notice of resignation. Contemporaneously with the entering into the Purchase Agreement by the Parties, each Designated Employees entered into a retention agreement or offer letter with Stifel or its affiliates, however there can be no assurances that such Designated Employees will not terminate their employment with the applicable Vendor or GMP, as applicable, or give notice of resignation prior to the Closing of the Sale Transaction.

FUTURE RELIANCE ON WEALTH MANAGEMENT BUSINESS

Following Closing of the Sale Transaction, GMP will be dependent, to a significant extent, on the performance of the wealth management business and in particular Richardson GMP and will no longer be impacted by the results of the Purchased Business, which historically generated a substantial portion of GMP's results.

The profitability of Richardson GMP is directly related to its ability to grow, accumulate and retain assets under administration ("**AUA**"). The level of AUA is influenced by several factors, including investment performance, mix of assets being managed, additions and withdrawals of assets by clients and successful recruitment and retention of investment advisors. Richardson GMP devotes considerable resources to recruiting new investment advisors, which may involve a lengthy recruitment process. There can be no assurance that the steps Richardson GMP has taken or will take to recruit new investment advisors will be sufficient in light of, among other things, the intense and increasing competition for experienced professionals in the wealth management industry or that Richardson GMP will be able to recruit new investment advisors with the desired qualifications on terms that are consistent with Richardson GMP's hiring strategy. As well, the market for investment advisors is increasingly characterized by the movement of investment advisors among different firms. Individual independent investment advisors of Richardson GMP have regular direct contact with clients, which can lead to a strong and personal client relationship based on the client's trust in the individual investment advisor. The loss of investment advisors could lead to the loss of client accounts, which may reduce AUA. Although Richardson GMP uses a combination of competitive compensation structures, including equity incentive arrangements, as a means of seeking to retain investment advisors, there can be no assurance that investment advisors will remain with Richardson GMP. Significant declines in AUA may have a material adverse effect on Richardson GMP's financial results and would also adversely impact our Wealth Management segment through our non-controlling interest in Richardson GMP.

NO CERTAINTY THAT THE TRANSACTION TO ACQUIRE 100% OF RICHARDSON GMP WILL OCCUR

The Board of Directors has formed an additional special committee of independent directors, excluding any directors affiliated with RFGL, to work towards acquiring 100% of Richardson GMP. Any such acquisition would be undertaken in accordance with the shareholders agreement governing Richardson GMP. There can be no certainty nor can GMP provide any assurance that any transaction involving Richardson GMP will be completed or on what terms or structure any such transaction may occur. If the acquisition of 100% of Richardson GMP is not completed, the failure to complete such a transaction could have a material adverse impact on the Company's share price, its current business

relationships (including with future and prospective employees, clients and partners) and on the current and future operations, financial condition and prospects of both the Company and Richardson GMP.

KEY RELATIONSHIPS

Third parties with whom GMP, Richardson GMP and its related entities currently do business or may do business with in the future may experience uncertainty associated with the Sale Transaction, including with respect to current or future relationships with GMP, the Vendors, Richardson GMP or the Purchasers. Such uncertainty could have a material and adverse effect on the business, financial condition, and results of operations or prospects of GMP.

THE PURCHASE AGREEMENT RESTRICTS THE COMPANY'S BUSINESS FOLLOWING COMPLETION OF THE SALE TRANSACTION

Under the Purchase Agreement, the Company has agreed to certain non-competition and non-solicitation covenants that will restrict the Company's business for a period of three years following the completion of the Sale Transaction. Under the certain circumstances, the Company has also agreed to make a specified payment to the Purchasers up to $15 million in connection with these covenants. See "*The Purchase Agreement – Non Competition; No Hire*."

A SUBSTANTIAL NUMBER OF COMMON SHAREHOLDERS COULD EXERCISE THEIR RIGHT TO DISSENT IN RESPECT OF THE SALE TRANSACTION

Registered Common Shareholders have the right to dissent to the Transaction Resolution and demand payment of the fair value of their Common Shares in cash in accordance with the OBCA. Although the Supporting Shareholders have agreed in the Voting Agreements that they will not exercise Dissent Rights, Dissent Rights may be exercised by any other Registered Common Shareholder. No assurance can be given as to the number of Common Shares in respect of which Dissent Rights may be exercised or the ultimate outcome of the process required to deal with the exercise of Dissent Rights, including the amount a court may determine to be the fair value of the Common Shares in respect of which Dissent Rights are exercised and the amount of cash GMP may be required to pay to Dissenting Shareholders as a result thereof.

THE MARKET PRICE AND TRADING VOLUME OF THE COMMON SHARES AND PREFERRED SHARES MAY MATERIALLY DECREASE OR EXPERIENCE INCREASED FLUCTUATION

The market price and trading volume of the Common Shares and/or the Preferred Shares may materially decrease or experience increased fluctuation due to a variety of factors relating to the Sale Transaction - whether or not it is completed - and GMP's business and assets, including announcements of new developments pertaining to the Sale Transaction or GMP's ongoing business and operations, the valuation of the GMP's remaining assets and investments, the manner in which the net proceeds from the Sale Transaction may be used, changes in credit ratings, fluctuations in GMP's operating results, performance of Richardson GMP, public announcements made with respect to the Sale Transaction, GMP's ability to pay dividends and general market conditions of the worldwide economy. The effects of these and other factors on the market prices of the Common Shares and/or the Preferred Shares may result in volatility in the trading prices of the Common Shares and/or the Preferred Shares. There can be no assurance that the market price of the Common Shares and/or the Preferred Shares will not materially decrease or experience significant fluctuations in the future,

whether or not the Sale Transaction is completed, including fluctuations that are unrelated to the Sale Transaction and GMP's performance.

There can be no assurance that the credit ratings on the Preferred Shares will be maintained. Following the announcement of the Sale Transaction, a credit rating agency placed its rating on the Preferred Shares under review to assess the Company's capital structure and balance sheet following completion of the Sale Transaction as well as its go forward strategy. The credit ratings are based on certain assumptions about the future performance and capital structure of GMP that may or may not reflect the actual performance and capital structure of GMP. Completion of the Sale Transaction will result in a significant change in GMP's business. Changes in credit ratings of the Preferred Shares may affect the market price or value and the liquidity of such Preferred Shares. There is no assurance that any credit rating assigned to the Preferred Shares will remain in effect for any given period of time or that any rating will not be lowered or withdrawn entirely by the relevant rating agency.

COMPLETION OF THE SALE TRANSACTION IS CONDITIONAL ON THE RECEIPT OF REGULATORY APPROVALS

The completion of the Sale Transaction is conditional on the receipt of the Regulatory Approvals, which have yet to be obtained. Governmental Entities could refuse to grant the Regulatory Approvals or could impose conditions on those approvals. These could rise to the level of Burdensome Conditions in which case the Purchasers will not be obligated to complete the Sale Transaction as described in "*The Purchase Agreement – Regulatory Approvals*." As a result, there can be no assurances that the Regulatory Approvals will be obtained in a timely manner or at all.

DISSENT RIGHTS

The following description of the rights of Dissenting Shareholders is not a comprehensive statement of the procedures to be followed by a Dissenting Shareholder who seeks payment of the fair value of its Common Shares and is qualified in its entirety by the reference to the full text of Section 185 of the OBCA, which is set forth in Schedule F hereto. Dissenting Shareholders are given rights under the OBCA. A Dissenting Shareholder who intends to exercise Dissent Rights should carefully consider and comply with the provisions of Section 185 of the OBCA. Failure to comply with the provisions of that section, and to adhere to the procedures established therein may result in the loss of all rights thereunder.

Each Registered Common Shareholder has a right, in addition to any other rights the holder may have, to dissent with respect to the Transaction Resolution and, if the Transaction Resolution is adopted, to be paid the fair value of the Common Shares held by the Dissenting Shareholder in respect of which such Dissenting Shareholder dissents, determined as at the close of business on the day before the Transaction Resolution is adopted. Beneficial Common Shareholders who wish to dissent should be aware that only Registered Common Shareholders are entitled to dissent. A Dissenting Shareholder may only dissent with respect to all Common Shares held on behalf of any one Beneficial Common Shareholder and registered in the name of such Dissenting Shareholder. Accordingly, a Beneficial Common Shareholder desiring to exercise Dissent Rights must make arrangements for the Common Shares beneficially owned by such Beneficial Common Shareholder to be registered in the Beneficial Common Shareholder's name prior to the time the written objection to the Transaction Resolution is required to be received by GMP or, alternatively, make arrangements for the registered holder of such Common Shares to dissent on the Beneficial Common Shareholder's behalf. It is strongly suggested that any Beneficial Common Shareholder wishing to dissent seek independent legal advice, as the

failure to comply strictly with the provisions of Section 185 of the OBCA may prejudice such Beneficial Common Shareholder's right to dissent.

A Dissenting Shareholder must submit to GMP a written objection to the Transaction Resolution (a "**Dissent Notice**") at or before the Meeting, which Dissent Notice if delivered before the Meeting must be received by GMP, at 145 King Street West, Suite 300, Toronto, Ontario, M5H 1J8 Attention: Krista Coburn, Managing Director, General Counsel, and must otherwise strictly comply with the dissent procedures prescribed by the OBCA.

GMP is required within ten days after Common Shareholders adopt the Transaction Resolution to notify each Dissenting Shareholder that the Transaction Resolution has been adopted. Such notice is not required to be sent to any Common Shareholder who voted in favour of the Transaction Resolution or who has withdrawn its Dissent Notice.

A Dissenting Shareholder who has not withdrawn its Dissent Notice prior to the Meeting must, within 20 days after receipt of notice that the Transaction Resolution has been adopted, or if the Dissenting Shareholder does not receive such notice, within 20 days after learning that the Transaction Resolution has been adopted, send to GMP, a Demand for Payment. Within 30 days after sending the Demand for Payment, the Dissenting Shareholder must send to GMP or AST Trust Company (Canada) certificates representing the Dissenting Shares. GMP or AST Trust Company (Canada) will endorse on share certificates received from a Dissenting Shareholder a notice that the holder is a Dissenting Shareholder and will forthwith return the share certificates to the Dissenting Shareholder. A Dissenting Shareholder who fails to make a Demand for Payment in the time required, or to send certificates representing Dissenting Shares in the time required, has no right to make a claim under Section 185 of the OBCA.

Under Section 185 of the OBCA, after sending a Demand for Payment, a Dissenting Shareholder ceases to have any rights as a Common Shareholder in respect of its Dissenting Shares other than the right to be paid the fair value of the Common Shares held by the Dissenting Shareholder in respect of which such Dissenting Shareholder dissents, unless: (i) the Dissenting Shareholder withdraws its Demand for Payment before GMP makes an Offer to Pay; (ii) GMP fails to make an Offer to Pay in accordance with Subsection 185(15) of the OBCA and the Dissenting Shareholder withdraws the Demand for Payment; or (iii) the directors abandon the Sale Transaction without further approval of Common Shareholders, in which case the Dissenting Shareholder's rights as a Common Shareholder are reinstated as of the date that the Demand for Payment notice was sent.

GMP is required, not later than seven days after the later of the Closing Date and the date on which a Demand for Payment is received by GMP from a Dissenting Shareholder, to send to each Dissenting Shareholder who has sent a Demand for Payment an Offer to Pay for its Dissenting Shares in an amount considered by the Board of Directors of GMP to be the fair value of such Common Shares, accompanied by a statement showing the manner in which the fair value was determined. Every Offer to Pay for Common Shares must be on the same terms. GMP must pay for the Dissenting Shares of a Dissenting Shareholder within ten days after an Offer to Pay has been accepted by the Dissenting Shareholder, but any such Offer to Pay lapses if GMP does not receive an acceptance thereof within 30 days after the Offer to Pay has been made.

If GMP fails to make an Offer to Pay for a Dissenting Shareholder's Common Shares, or if a Dissenting Shareholder fails to accept an Offer to Pay that has been made, GMP may, within 50 days after the Closing Date or within such further period as a court may allow, apply to a court to fix a fair value for

the Dissenting Shares. If GMP fails to apply to a court, a Dissenting Shareholder may apply to a court for the same purpose within a further period of 20 days or within such further period as a court may allow. A Dissenting Shareholder is not required to give security for costs in such an application.

On the making of any such application to a court, GMP will be required to notify each affected Dissenting Shareholder of the date, place and consequences of the application and of the Dissenting Shareholder's right to appear and be heard in person or by counsel. Upon an application to a court, all Dissenting Shareholders who have not accepted an Offer to Pay will be joined as parties and be bound by the decision of the court. Upon any such application to a court, the court may determine whether any other person is a Dissenting Shareholder who should be joined as a party, and the court will then fix a fair value for the Dissenting Shares of all Dissenting Shareholders. The final order of a court will be rendered in favour of each Dissenting Shareholder for the amount of the fair value of its Dissenting Shares as fixed by the court. The court may, in its discretion, allow a reasonable rate of interest on the amount payable to each Dissenting Shareholder from the Closing Date until the date of payment.

In no case shall GMP, or any other person be required to recognize any Dissenting Shareholder as a Common Shareholder after the closing time, and the names of such Dissenting Shareholders shall be removed from the register of Common Shareholders at the closing time.

Dissenting Shareholders who are ultimately determined to be entitled to be paid the fair value for their Dissenting Shares shall be deemed to have transferred such Dissenting Shares to GMP at the closing time. Dissenting Shareholders who are ultimately determined not to be entitled, for any reason, to be paid the fair value for their Dissenting Shares, shall be deemed to have participated in the Sale Transaction on the same basis as any non-Dissenting Shareholder of the Common Shares as at and from the closing time.

Common Shareholders who are considering exercising Dissent Rights should be aware that there can be no assurance that the fair value of their Common Shares as determined under the applicable provisions of the OBCA will be more than or equal to the ultimate distributions to Common Shareholders as a result of the Sale Transaction. In addition, any judicial determination of fair value will result in delay of receipt by a Dissenting Shareholder of consideration for such Dissenting Shareholder's Dissenting Shares. Furthermore, Common Shareholders who are considering exercising Dissent Rights should be aware of the consequences under Canadian federal income tax laws of exercising Dissent Rights in respect of the Sale Transaction.

The above summary does not purport to provide a comprehensive statement of the procedures to be followed by Dissenting Shareholders who seek payment of the fair value of their Common Shares. Section 185 of the OBCA requires adherence to the procedures established therein and failure to do so may result in the loss of all rights thereunder. Accordingly, each Dissenting Shareholder who is considering exercising Dissent Rights should carefully consider and comply with the provisions of that section, the full text of which is set out in Schedule F hereto and consult their own legal advisor.

REDUCTION OF STATED CAPITAL

GENERAL

Following the Closing of the Sale Transaction, the Board of Directors expects GMP will have approximately $198 million in net working capital, after transaction expenses related to the sale are deducted. If the Common Shareholders approve the Stated Capital Reduction Resolution, they will be authorizing a reduction of the stated capital of Common Shares by $0.275 per Common Share (approximately $20.7 million in the aggregate), which will be paid to Common Shareholders as a return of capital (the "**Return of Capital**"). Assuming the Sale Transaction is completed, the Board of Directors currently intends to pay to Common Shareholders a one-time Return of Capital of $0.275 per Common Share (approximately $20.7 million in the aggregate) which would leave the Company with approximately $177 million in net working capital.

The OBCA allows a corporation to reduce its stated capital provided there is no reasonable grounds for believing that: (a) the corporation is, or would after the reduction be, unable to pay its liabilities as they become due, or (b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities. As of the date of this Information Circular, the Board of Directors have concluded that the Company satisfies these tests.

RECOMMENDATION OF THE BOARD OF DIRECTORS

The Board of Directors recommends that the Common Shareholders vote **FOR** the Stated Capital Reduction Resolution.

CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of certain Canadian federal income tax considerations generally applicable under the Tax Act to Common Shareholders that deal at arm's length, and who are not "affiliated", with GMP or the Vendors in respect of the Return of Capital.

This summary is based on the current provisions of the Tax Act and the regulations thereunder, taking into account the current administrative and assessing policies and practices published in writing by the Canada Revenue Agency prior to the date hereof, and all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof ("**Tax Proposals**"). This summary assumes the Tax Proposals will be enacted in the form proposed. There can be no assurance that the Tax Proposals will be implemented in their current form or at all. This summary does not otherwise take into account or anticipate any changes in income tax law or administrative practice, whether by judicial, governmental or legislative decision or action, nor does it take into account provincial, territorial or foreign tax considerations, which may differ significantly from those discussed herein.

This summary is not applicable to a person that is a "financial institution" as defined in the Tax Act for the purposes of the "mark to market" rules, a person that is a "specified financial institution" as defined in the Tax Act, a person who has made an election under the functional currency rules in Section 261 of the Tax Act, a person an interest in which is a "tax shelter investment" as defined in the Tax Act, or a person who has entered into a "derivate forward agreement" or "synthetic disposition arrangement" in respect of Common Shares, each as defined in the Tax Act. This summary does not address the

tax consequences applicable to a Dissenting Shareholder. Any such shareholders should consult their own tax advisors in connection with the matters described in this Information Circular.

This summary is not exhaustive of all Canadian federal income tax considerations. This summary is of a general nature only and is not intended to be, nor should it be considered to be, legal or tax advice to any particular Common Shareholder and no representation is made with respect to the income tax consequences to any particular Common Shareholder. Accordingly, Common Shareholders should consult their own tax advisors concerning the application and effect of the income and other taxes of Canada and of any other relevant country, province, territory, state or local tax authority, having regard to their particular circumstances.

RETURN OF CAPITAL

An amount paid by a public corporation (such as GMP) to its shareholders on a reduction of paid up capital (as defined in the Tax Act) ("**PUC**") in respect of any class of its shares is generally deemed to be a dividend by virtue of subsection 84(4.1) of the Tax Act, unless (A) the amount may reasonably be considered to have been derived from proceeds of disposition realized by the corporation from a transaction that occurred (i) outside the ordinary course of the business of the corporation and (ii) within the period that commenced 24 months before the payment, and (B) no other amount that may reasonably be considered to have been derived from such proceeds was paid by the corporation as an earlier reduction of PUC.

The funds for the Return of Capital will be derived from the Sale Transaction. Management of GMP is of the view that the Return of Capital can reasonably be considered to have been derived from proceeds of disposition realized by GMP from a transaction that occurred outside the ordinary course of its business and that no amount that may reasonably be considered to have been derived from such proceeds will have been paid by GMP as a reduction of PUC prior to the Return of Capital. As a result, subsection 84(4.1) should not apply to deem the amount of the Return of Capital paid to Common Shareholders to be a dividend. This determination is not free from doubt and no legal opinion or advance tax ruling has been sought or obtained in this regard. If the Return of Capital is deemed to be a dividend under the Tax Act, the income tax considerations described herein may be materially different and adverse.

RESIDENTS OF CANADA

The following portion of the summary is applicable to Common Shareholders who, at all relevant times and for the purposes of the Tax Act, are resident or deemed to be resident in Canada ("**Resident Common Shareholders**") and hold their Common Shares as "capital property".

Generally, Common Shares will be considered to be capital property to a Resident Common Shareholder provided that the Resident Common Shareholder does not hold the Common Shares in the course of carrying on a business of trading or dealing in securities and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Certain Resident Common Shareholders whose Common Shares might not otherwise qualify as capital property may, in certain circumstances, make an irrevocable election in accordance with Subsection 39(4) of the Tax Act to have the Common Shares, and every "Canadian security" as defined in the Tax Act owned by such Resident Common Shareholder in the taxation year of the election and in all subsequent taxation years, deemed to be capital property. Common Shareholders considering making such election should consult their own tax advisors in this regard.

Return of Capital

The amount of the Return of Capital will be paid to Common Shareholders by GMP as a single distribution on a reduction of the stated capital of the Common Shares by GMP, which will reduce the PUC of the Common Shares, for purposes of the Tax Act, by an equivalent amount. A Resident Common Shareholder that receives its pro-rata portion of the Return of Capital will not be considered to have received a dividend in respect of such distribution and such distribution will not be included in the income of the Resident Common Shareholder.

However, a Resident Common Shareholder will be required to reduce the adjusted cost base of its Common Shares by the amount of such distribution. If the adjusted cost base of the Common Shares becomes negative as a result, such negative amount is deemed to be a capital gain of the Resident Common Shareholder from a disposition of the Common Shares and the adjusted cost base of the Common Shares will be restored to nil. Refer to "*Residents of Canada – Taxation of Capital Gains and Losses*" below.

Taxation of Capital Gains and Losses

Generally, on a disposition or deemed disposition of a Common Share, a Resident Common Shareholder will realize a capital gain (or capital loss) equal to the amount, if any, by which the proceeds of disposition, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base to the Resident Common Shareholder of the Common Share immediately before the disposition or deemed disposition.

Generally, a Resident Common Shareholder will be required to include in computing its income for a taxation year one half of any capital gain (a "**Taxable Capital Gain**") realized by it in that year. A Resident Common Shareholder will generally be required to deduct one half of the amount of any capital loss realized in a taxation year from Taxable Capital Gains realized by the Resident Common Shareholder in that year, and any excess may be carried back to any of the three preceding taxation years or carried forward to any subsequent taxation year and deducted against net Taxable Capital Gains realized in such years, to the extent and under the circumstances specified in the Tax Act.

The amount of a capital loss realized on the disposition of a Common Share by a Resident Common Shareholder that is a corporation may be reduced by the amount of dividends on the Common Shares received or deemed to be received by the Resident Common Shareholder, to the extent and in the circumstances set out in the Tax Act. Similar rules may apply where Common Shares are owned by a partnership or trust of which a corporation, trust or partnership is a member or beneficiary. Resident Common Shareholders to whom these rules may be relevant should consult their own tax advisors in this regard.

Refundable Tax

A Resident Common Shareholder that is a "Canadian controlled private corporation" (as defined in the Tax Act) may be liable to pay an additional refundable tax of 10⅔% on its "aggregate investment income" for the year, which is defined to include an amount in respect of Taxable Capital Gains.

Alternative Minimum Tax

A capital gain realized, or a dividend received (or deemed to be received) by a Resident Common Shareholder that is an individual, including a trust (other than certain specified trusts), may give rise to a liability for alternative minimum tax. Resident Common Shareholders to whom these rules may be relevant should consult their own tax advisors in this regard.

NON-RESIDENTS OF CANADA

The following portion of the summary is applicable to Common Shareholders who, at all relevant times and for purposes of the Tax Act, are not resident or deemed to be resident in Canada and do not use or hold, and are not deemed to use or hold, their Common Shares in connection with carrying on a business in Canada ("**Non-Resident Common Shareholders**"). Special rules not discussed in this summary may apply to an insurer carrying on an insurance business in Canada or to an authorized foreign bank that carries on a Canadian banking business. Any such holders should consult their own tax advisors.

Return of Capital

The amount of the Return of Capital will be paid to Common Shareholders by GMP as a single distribution on a reduction of the stated capital of the Common Shares by GMP, which will reduce the PUC of the Common Shares, for purposes of the Tax Act, by an equivalent amount. The portion of the Return of Capital paid to a Non-Resident Common Shareholder will not be considered to be a dividend and such distribution will not be subject to Part XIII withholding tax under the Tax Act.

However, a Non-Resident Common Shareholder will be required to reduce the adjusted cost base of its Common Shares by the amount of such distribution. If the adjusted cost base of the Common Shares becomes negative as a result, such negative amount is deemed to be a capital gain of the Non-Resident Common Shareholder from a disposition of the Common Shares and the adjusted cost base of the Common Shares will be restored to nil. Refer to "*Non-Residents of Canada - Taxation of Capital Gains*" below.

Taxation of Capital Gains

A Non-Resident Common Shareholder will not be subject to tax under the Tax Act in respect of a capital gain realized on the disposition or deemed disposition of the Common Shares provided the Common Shares do not constitute "taxable Canadian property" for the purposes of the Tax Act.

The Common Shares will not generally constitute taxable Canadian property to a Non-Resident Common Shareholder unless at any time during the 60 month period immediately preceding the disposition: (I) the Non-Resident Common Shareholder, persons with whom the Non-Resident Common Shareholder did not deal at arm's length, partnerships in which the Non-Resident Common Shareholder or such non-arm's length person holds a membership interest (either directly or indirectly through one or more partnerships), or the Non-Resident Common Shareholder together with all such persons, owned 25% or more of the issued shares of any class or series of shares of GMP; and (II) more than 50% of the fair market value of the Common Shares was derived directly or indirectly from one or any combination of real or immovable property situated in Canada, Canadian resource properties (as defined in the Tax Act), timber resource properties (as defined in the Tax Act) or an option, an interest or right in such property, whether or not such property exists. A Common Share

may be deemed to be taxable Canadian property in certain circumstances. A Non-Resident Common Shareholder who believes that its Common Shares may constitute taxable Canadian property should consult its own tax advisors.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

To the knowledge of GMP, after due inquiry, except as may be described elsewhere in this Information Circular, no informed person (as defined in National Instrument 51-102 – *Continuous Disclosure Obligations*) of GMP, and no known associate or affiliate of any such informed person, has or has had any material interest, direct or indirect, in any transaction since the commencement of GMP's most recently completed financial year or in any proposed transaction that has materially affected or would materially affect GMP or any of its subsidiaries.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

To the knowledge of the directors and executive officers of GMP, except as described below and as may be described elsewhere in this Information Circular, no director, officer or insider of the GMP Group, or any associate or affiliate of any of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

Richardson GMP Liquidity Mechanism

In connection with the 2009 completion of the Richardson GMP Formation Transaction, GMP is a party to a shareholders' agreement with respect to Richardson GMP (as amended) that includes a shareholder liquidity mechanism pursuant to which GMP and RFGL have agreed to negotiate, in good faith, for the acquisition by GMP of all of the issued and outstanding common shares of Richardson GMP that are not then owned by GMP (the "**Richardson GMP Liquidity Mechanism**"). The material aspects of the Richardson GMP Liquidity Mechanism are summarized in GMP's annual information form dated February 28, 2019 which can be found at *sedar.com* and *gmpcapital.com*. Upon request, a copy of the AIF will be provided free of charge to any Common Shareholder.

In respect of the Richardson GMP Liquidity Mechanism, Mr. Brown, a current director of GMP and RFGL, and serves as President and Chief Executive Officer of Richardson Capital Limited, the private equity division of RFGL. Mr. Kapoor, also a current director of GMP, is a director of RFGL. Both JRSL and RFGL have an interest in the outcome of the process associated with the Richardson GMP Liquidity Mechanism. As discussed, above, the Board of Directors has formed an additional special committee of independent directors, excluding any directors affiliated with RFGL, to work towards acquiring 100% of Richardson GMP. There can be no assurance that any transaction involving Richardson GMP will be completed or on what terms or structure any such transaction may occur.

Retention and Employment Agreements

In connection with the Sale Transaction, the Purchasers entered into retention and employment agreements with certain employees as described in "*Ancillary Agreements – Retention Agreements*."

Contemporaneously with the execution of the Purchase Agreement by the Parties, Mr. Fricker entered into an employment agreement with Stifel. Pursuant to his employment agreement with Stifel, from the Closing Date to December 31, 2020, Mr. Fricker will be entitled to, among other things: (i) an annual base salary of $750,000 (from the Closing Date to December 31, 2019) reducing to $500,000 (from January 1, 2020 to December 31, 2020) and (ii) participate in a monthly profit pool. Commencing on January 1, 2021, Mr. Fricker will be entitled to, among other things: (i) an annual base salary of $500,000, (ii) an annual discretionary bonus, and (iii) an annual discretionary restricted stock units or debenture award of Stifel. Under his employment agreement with Stifel, Mr. Fricker's prior service with the Company was not recognized except to the extent required by the minimum entitlements under the Ontario *Employment Standards Act*. In the event Mr. Fricker is terminated without cause by Stifel, he will be entitled to (i) accrued and unpaid base salary up to and including the date of termination, (ii) an annual discretionary bonus payment prorated to the date of termination, (iii) accrued and unpaid vacation pay, and (iv) subject to a cap of $3,000,000 and Mr. Fricker's mitigation, termination pay in lieu of notice, with such pay in lieu of notice being a formulaic entitlement dependent upon the year in which Mr. Fricker's employment is terminated without cause. In addition, the employment agreement provides Mr. Fricker with a total retention award equal to $2,500,000, ten percent of which consists of a cash payment at Closing and the remainder of which consists of other forms of retention with a three-year vesting period.

Certain Payments to Executive Officers

The Company is a party to employment contracts with certain executive officers which may be impacted by the Sale Transaction as further described below. In addition, the Sale Transaction may give rise to severance obligations under applicable law.

Harris A. Fricker (President and CEO of GMP) has termination provisions in his employment agreement with GMP as a result of which he will receive two times his annual salary and annual bonus and payments from the compensation pool (calculated as an average of such amounts paid, if any, to Mr. Fricker in the last three fiscal years prior to the year in which Mr. Fricker is terminated) or approximately $7.7 million if Mr. Fricker steps down as President and Chief Executive Officer of the Company following approval of the Transaction Resolution. In addition, Mr. Fricker will receive a $1.0 million bonus if the Sale Transaction is completed.

Kevin Sullivan (Deputy Chairman) has termination provisions in his employment agreement with GMP, which may be triggered by the Sale Transaction. In the event Mr. Sullivan is terminated without cause by GMP or resigns his employment for good reason within twelve (12) months following a "change of control" of GMP (which as defined in the employment agreement includes sale of substantially all of the assets of GMP), Mr. Sullivan will be entitled to two times his annual salary and annual bonus and payments from the compensation pool (calculated as an average of such amounts paid, if any, to Mr. Sullivan in the last three fiscal years prior to the year in which Mr. Sullivan is terminated). In the event the termination payment is triggered, Mr. Sullivan would be entitled to receive aggregate compensation of approximately $2.7 million.

Deborah Starkman (CFO and Corporate Secretary of GMP) has termination provisions in her employment agreement with GMP, which may be triggered by the Sale Transaction. In the event Ms. Starkman is terminated without cause by GMP or resigns her employment for good reason within twelve (12) months following a "change of control" of GMP (which as defined in the employment agreement includes sale of substantially all of the assets of GMP), Ms. Starkman will be entitled to 12 months of earnings, plus one month per full year of service from the date appointed to the CFO &

Corporate Secretary role, to a maximum of 18 months of earnings. Earnings are defined as her annual salary and annual bonus from the compensation pool (calculated as an average of such amounts paid, if any, to Ms. Starkman in the trailing 36 months). In the event the termination payment is triggered, Ms. Starkman would be entitled to receive aggregate compensation of approximately $1.3 million.

Conditional on Closing of the Sale Transaction, the Company expects to pay bonuses to certain officers and employees for their efforts they have undertaken in connection with the Sale Transaction, which is not expected to exceed approximately $0.5 million in the aggregate. The recipients and the amounts paid to each such recipient will be determined by the Board of Directors on or about the Closing of the Sale Transaction.

Reduction in Stated Capital

The directors and officers of GMP who are Common Shareholders will be treated in the same manner under the Sale Transaction as any other Common Shareholder. The Return of Capital will be distributed to Common Shareholders on a pro-rata basis following Closing of the Sale Transaction.

AUDITORS

Ernst & Young LLP are the auditors of the Company.

ADDITIONAL INFORMATION

Current financial information for GMP is provided in GMP's consolidated comparative financial statements and management's discussion and analysis for the most recently completed financial year. This information and additional information relating to GMP can be found at *sedar.com* and *gmpcapital.com*.

Copies of GMP's annual information form, annual report (including management's discussion and analysis and financial statements), and this Information Circular may be obtained upon request to GMP's Investor Relations group by email at *investorrelations@gmpcapital.com* or by telephone at (416) 941-0894.

DIRECTORS' APPROVAL

The contents and the sending of this Information Circular have been approved by the Board of Directors.

DATED at Toronto, Ontario, on July 8, 2019.

"Deborah Starkman"
Deborah J. Starkman
Chief Financial Officer and Corporate Secretary

CONSENT OF LAZARD CANADA INC.

July 8, 2019

To: The Special Committee and Board of Directors of GMP Capital Inc. (the "**Company**")

We refer to the Information Circular of the Company dated July 8, 2019 relating to the special meeting of common shareholders of the Company to approve the sale of substantially all of the Company's capital markets business to the Purchasers. We consent to the inclusion in the Information Circular of our fairness opinion dated June 16, 2019, and references to our firm name and our fairness opinion in the Information Circular. Our fairness opinion was given as of June 16, 2019**,** and remains subject to the assumptions, qualifications and limitations contained therein. In providing our consent, we do not intend that any person other than the Special Committee of the Company shall be entitled to rely upon our opinion.

(Signed) *"Lazard Canada Inc."*

CONSENT OF SHEUMACK & CO. GMA, LLC

July 8, 2019

To: The Special Committee and Board of Directors of GMP Capital Inc. (the "**Company**")

We refer to the Information Circular of the Company dated July 8, 2019 relating to the special meeting of common shareholders of the Company to approve the sale of substantially all of the Company's capital markets business to the Purchasers. We consent to the inclusion in the Information Circular of our fairness opinion dated June 16, 2019, and references to our firm name and our fairness opinion in the Information Circular. Our fairness opinion was given as of June 16, 2019**,** and remains subject to the assumptions, qualifications and limitations contained therein. In providing our consent, we do not intend that any person other than the Special Committee and Board of Directors of the Company shall be entitled to rely upon our opinion.

(Signed) *"Sheumack & Co. GMA, LLC"*

SCHEDULE A
GLOSSARY OF TERMS

"**Acquisition Proposal**" means, other than the Sale Transaction and other than any transaction involving only the Vendors and/or one or more of their wholly-owned Subsidiaries, any written offer or proposal from any Person or group of Persons other than the Purchasers (or an affiliate of the Purchasers or any Person acting jointly or in concert with the Purchasers) received by the Company or the Vendors after the date of the Purchase Agreement relating to: (i) any sale or disposition (or any lease, license or other arrangement having the same economic effect as a sale or disposition) of assets representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue of the Company and its Subsidiaries; (ii) any take-over bid, tender offer, exchange offer or other transaction that, if consummated, would result in a Person or group of Persons beneficially owning 20% or more of any class of voting or equity securities of the Company or of Subsidiaries representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue of the Company and its Subsidiaries; or (iii) any plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, or other similar transaction involving the Company, the Vendors, the Purchased Entity or the Purchased Business pursuant to which any Person or group of Persons would own, directly or indirectly, 20% or more of the voting or equity securities of the Company or of Subsidiaries representing 20% or more of the consolidated assets or contributing 20% or more of the consolidated revenue of the Company and its Subsidiaries or of the surviving entity or the resulting direct or indirect parent of the Company or such Subsidiaries or the surviving entity.

"**Asset Purchasers**" means Stifel Nicolaus Canada, Inc. and Stifel Nicolaus Europe Limited.

"**Asset Vendors**" means GMP Securities L.P. and FirstEnergy Capital LLP.

"**Assumed Liabilities**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Assumed Liabilities*."

"**AUA**" has the meaning ascribed to it under the heading "*Risk Factors – Future Reliance on Wealth Management Business*."

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, license or other authorization of any Governmental Entity having jurisdiction over the Person.

"**Balance Sheet Date"** means December 31, 2018.

"**Bank Act**" means the *Bank Act* (Canada).

"**Beneficial Common Shareholder**" has the meaning ascribed to it under the heading "*Voting Instructions – Beneficial Common Shareholder*."

"**Board of Directors**" or "**Board**" means the board of directors of the Company as constituted from time to time.

"**Board Recommendation**" means a statement that the Board has, after receiving legal and financial advice, unanimously determined that the Sale Transaction is in the best interests of the Company and

unanimously recommends that the Common Shareholders vote in favour of the Transaction Resolution.

"**Burdensome Condition**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Regulatory Approvals*."

"**Canadian Asset Purchaser**" means Stifel Nicolaus Canada, Inc.

"**Canadian Asset Vendor**" means GMP Securities L.P.

"**Canadian Transferring Employees"** means the Employees who are not Quebec Employees who accept offers of employment from one of the Purchasers or an affiliate thereof.

"**Chair**" means Chairman of the Board of Directors.

"**Change in Control Payments**" means, other than the payment contemplated under Section 2.9(4) of the Purchase Agreement, all change in control payments, transaction-related or retention bonuses or similar payments due or payable by any member of the Company Group to any current or former employees, directors or other service providers that are triggered solely as a result of the consummation of the Sale Transaction and the amount of any employment Taxes with respect to such amounts that are paid or payable by any member of the Company Group.

"**Change in Recommendation**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Termination."*

"**Change of Control Transaction**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Non Competition; No Hire*."

"**Clearing Agreement**" means, the Uniform Type 3 Introducer/Carrier Broker Agreement to be entered into between the Canadian Asset Vendor and the Canadian Asset Purchaser on or before the Closing Date pursuant to which the Canadian Asset Vendor shall serve as the carrying broker of the Canadian Asset Purchaser in its capacity as an introducing broker substantially in the form attached as a schedule to the Purchase Agreement**.**

"**Closing**" means the completion of the transactions of purchase and sale contemplated in the Purchase Agreement.

"**Closing Date**" means (a) the first business day of the calendar month following the calendar month during which conditions set forth in Article 7 of the Purchase Agreement (other than those conditions that by their terms cannot be satisfied until the Closing, but subject to the satisfaction or waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Closing) are satisfied or waived or (b) such earlier or later date as the Purchasers and the Vendors may agree in writing.

"**Closing Statement**" means the Draft Statement deemed to have been accepted by the Parties, and therefore become final and binding upon the Parties, if no objection is delivered by the Vendors to the Purchasers prior to the expiration of the Review Period.

"**Closing Tangible Book Value**" means Tangible Book Value as of the opening of business on the Closing Date.

"**Commissioner of Competition**" means the Commissioner of Competition appointed under subsection 7(1) of the Competition Act or his/her designee.

"**Common Shareholders**" means the holders of Common Shares of GMP.

"**Common Shares**" means the common shares in the capital of GMP.

"**Company Group**" means, collectively, the Purchased Entity and the Asset Vendors.

"**Competition Act**" means the *Competition Act* (Canada).

"**Competition Act Approval**" means:

(a) the issuance to the Purchasers of an advance ruling certificate by the Commissioner of Competition under Subsection 102(1) of the *Competition Act* (Canada); or

(b) both of (A) the waiting period, including any extension thereof, under Section 123 of the Competition Act shall have expired or been terminated or waived pursuant to section 113(c) of the Competition Act, and (B) the issuance to the Purchasers of a No Action Letter.

"**Competitive Business**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Non Competition; No Hire*."

"**Competitor Change of Control Payment**" means, (i) with respect to a Competitor Change of Control Transaction completed prior to the first anniversary of the Closing Date, $15,000,000, (ii) with respect to a Competitor Change of Control Transaction completed on or following the first anniversary of the Closing Date and prior to the second anniversary of the Closing Date, $10 million, and, (iii) with respect to a Competitor Change of Control Transaction completed on or following the second anniversary of the Closing Date of the Change of Control Transaction and prior to the third anniversary, $5 million.

"**Competitor Change of Control Transaction**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Non Competition; No Hire*."

"**Damages**" means any losses, liabilities, damages, (including applicable Taxes) or out-of-pocket expenses whether resulting from an action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Entity, or a cause, matter, thing, act, omission or state of facts not involving a third party; provided, however, that in no event shall Damages include any diminution in value or lost profits or any punitive, special, direct, consequential or exemplary damages except to the extent the same are directly incurred by an Indemnified Party in connection with a Third Party Claim.

"**Demand for Payment**" means a written notice of a Dissenting Shareholder containing his, her or its name and address, the number of Dissenting Shares and a demand for payment of the fair value of such Common Shares, submitted to the Company.

"**Designated Employees"** means those certain Employees listed in the Disclosure Letter.

"**Disclosure Letter**" means the disclosure letter dated the date of the Purchase Agreement and delivered by the Vendors to the Purchasers with the Purchase Agreement.

"**Dissent Notice**" has the meaning ascribed to it under the heading "*Dissent Rights*."

"**Dissent Rights**" means the right of a registered Common Shareholder to dissent to the Transaction Resolution and to be paid the fair value of its Common Shares in respect of which the holder dissents, all in accordance with Section 185 of the OBCA.

"**Dissenting Shareholders**" means Registered Common Shareholders who validly exercise Dissent Rights and have not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Common Shares in respect of which Dissent Rights are validly exercised by such Registered Common Shareholder, and "Dissenting Shareholder" means any one of them.

"**Dissenting Shares**" means shares in respect of which a Dissenting Shareholder has validly exercised Dissent Rights.

"**Draft Statement**" means a statement, which shall set forth in reasonable detail the Purchasers' good-faith calculation of the Closing Tangible Book Value.

"**Employee Plans**" means all the employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, supplemental pension, superannuation, retirement, savings, stock option, stock purchase, stock appreciation, health, welfare, medical, dental, disability, life insurance and any other benefit plans, programmes, arrangements or practices whether oral or written, formal or informal, funded or unfunded, insured or uninsured, registered or unregistered (1) relating to any current or former employees, officers or directors of any member of the Company Group maintained, sponsored, contributed to or funded by any member of the Company Group or (2) with respect to which any potential liability is borne, or will be borne, by any member of the Company Group, other than benefits plans established pursuant to statute.

"**Employees"** means, collectively, the Quebec Employees, the Target Employees and UK Transferring Employees.

"**Employment Agreement**" has the meaning ascribed to it under the heading "*Interest of Certain Persons or Companies in Matters to be Acted Upon*."

"**Employment Standards Act**" means the *Employment Standards Act* (Ontario).

"**Exchange Approvals**" means, collectively, notice to, and only if and to the extent required, the approval and consent of, the Toronto Stock Exchange, the TSX Venture Exchange and the Montreal Exchange for the Sale Transaction.

"**Excluded Assets**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Excluded Assets*."

"**Excluded Contracts**" means those certain contracts to which each Asset Vendor is a Party that are not being sold, assigned or transferred to the Purchasers pursuant to the Purchase Agreement.

"**Excluded Employees**" means employees of the Company Group (other than the Employees).

"**Excluded Intellectual Property**" means any Intellectual Property owned, licensed, used or held for use by the Company Group that are not, and have not been, used or held for use in connection with the Purchased Business as of the Closing Date or within the two years prior to Closing.

"**Excluded Liabilities**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Excluded Liabilities*."

"**Fairness Opinions**" means the fairness opinions of each of the Financial Advisors.

"**Financial Advisors**" means Lazard Canada Inc. and Sheumack & Co. GMA, LLC.

"**Financial Statements**" means (i) the unaudited consolidated financial statements of the Company as of and for the three month period ended March 31, 2019, consisting of a statement of financial position and the accompanying statements of income, cash flow and changes in shareholders' equity for the three month period ended March 31, 2019 and all notes to them and (ii) the audited consolidated financial statements of the Company as of and for the fiscal years ending December 31, 2018 and 2017, respectively, consisting in each case of a statement of financial position and the accompanying statements of income, cash flow and changes in shareholders' equity for the year then ended and all notes to them, together with a report of the auditors, Ernst & Young LLP, Chartered Professional Accountants.

"**FINRA**" means the Financial Industry Regulatory Authority.

"**FINRA Approval**" means the approval and consent of FINRA for the Sale Transaction.

"**FirstEnergy Escrow Agreement**" means the escrow agreement dated September 30, 2016 among GMP, CST Trust Company, the Escrow Vendors (as defined therein) and John S. Chambers.

"**GMCC**" means Griffiths McBurney Canada Corp.

"**GMP**" or "**Company"** means GMP Capital Inc.

"**Governmental Entity**" means: (i) any governmental or public department, central bank, court, minister, governor-in-council, cabinet, commission, tribunal, board, bureau, agency, commissioner or instrumentality, whether international, multinational, national, federal, provincial, state, county, municipal, local, or other; (ii) any subdivision or authority of any of the above; (iii) any stock exchange; and (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above, in each case, anywhere in the world.

"**Guarantee**" has the meaning ascribed to it under the heading "*Ancillary Agreements – Guarantee*."

"**Guaranteed Obligations**" has the meaning ascribed to it under the heading "*Ancillary Agreements – Guarantee*."

"**Guaranteed Parties**" has the meaning ascribed to it under the heading "*Ancillary Agreements – Guarantee*."

"**Guarantor**" means Stifel Financial Corporation in its capacity as guarantor under the Guarantee.

"**IFRS**" means the International Financial Reporting Standards as adopted by the International Accounting Standards Board, at the relevant time, applied on a consistent basis.

"**IIROC**" means the Investment Industry Regulatory Organization of Canada.

"**IIROC Approval**" means the approval and consent of IIROC for the Sale Transaction.

"**Indemnified Party**" means a Person with indemnification rights or benefits pursuant to Article 9 of the Purchase Agreement.

"**Information Circular**" means this management information circular dated July 8, 2019, together with all schedules and appendices hereto, distributed by the Company in connection with the Meeting.

"**Intellectual Property**" means all rights anywhere in the world in or with respect to any of the following, whether domestic or foreign: (i) patents, applications for patents and reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part of patents or patent applications; (ii) proprietary and non-public business information, including inventions (whether patentable or not), invention disclosures, improvements, discoveries, trade secrets, confidential information, know-how, methods, processes, designs, technology, technical data, databases, schematics, formulae and customer lists, and documentation relating to any of the foregoing (collectively, "**Trade Secrets**"); (iii) works of authorship (including with respect to any software), copyrights, copyright registrations and applications for copyright registration; (iv) designs, design registrations and design registration applications; (v) trade names, business names, corporate names, domain name registrations, website names, worldwide web addresses, social media accounts, common law trademarks and service marks, trademark and service mark registrations and applications (and any renewals or extensions thereof), trade dress and logos, and the goodwill associated with any of the foregoing; and (vi) any other intellectual property, proprietary rights, and industrial property.

"**JRSL**" means James Richardson & Sons, Limited.

"**Laws**" means any applicable principle of common law and all applicable (i) laws, constitutions, treaties, statutes, codes, ordinances, orders, decrees, rules, regulations and by-laws, (ii) judgments, orders, writs, injunctions, decisions, awards and directives of any Governmental Entity and (iii) to the extent that they have the force of law, standards, policies, guidelines, notices and protocols of any Governmental Entity.

"**Lazard**" means Lazard Canada Inc.

"**Lazard Fairness Opinion**" means the fairness opinion of Lazard dated June 16, 2019.

"**Leased Properties**" means those lands and premises leased by the Purchased Business.

"**Leases**" means all leases and all amendments, extensions, assignments and variations thereof or any guarantee or security agreements therefor, of the Leased Properties.

"**Licensed Marks**" means those certain trademarks and domain names comprising the Purchased Assets that the Purchasers will license to GMP during the Phase-out Period pursuant to the terms of the Purchase Agreement.

"**Losses**" means:

(a) for the purposes of the section "*UK Employee Matters"*, the actions, proceedings, losses, damages, liabilities, claims, costs and expenses including fines, penalties, reasonable legal and other professional fees and any VAT payable in relation to any such matter, circumstances or item obtains credit for such VAT as input tax; and

(b) for the purposes of the section "*Canada Employee Matters*", the actions, proceedings, losses, damages, liabilities, claims, costs and expenses including fines, penalties, reasonable legal and other professional fees and the cost of enforcing any right to indemnification.

"**Matching Period**" has the meaning ascribed to it under the heading "*The Purchase Agreement – No Solicitation*."

"**Material Adverse Effect**" means any change, event, occurrence, effect or circumstance that has, or would reasonably be expected to have, a material adverse effect on the business, financial condition or results of operations of the Purchased Business taken as a whole, but excluding any change, event, occurrence, effect or circumstance to the extent that it arises out of, relates directly or indirectly to, results directly or indirectly from or is attributable to:

(i) any change, development or condition in or relating to global, national or regional political conditions or in general economic, business, banking, regulatory, currency exchange, interest rate, rates of inflation or market conditions or in national or global financial, debt, commodities or capital markets;

(ii) any change, development or condition generally affecting the industries in which the Purchased Business operates;

(iii) any change, development or condition resulting from any act of terrorism or any outbreak of hostilities or declared or undeclared war or any escalation or worsening of the foregoing, the declaration by any Governmental Entity of a state of emergency or any natural disasters (including hurricanes, floods or earthquakes) or outbreaks of illness;

(iv) any adoption, proposal, implementation or change in Law or in any interpretation, application or non-application of any Laws by any Governmental Entity;

(v) any adoption, proposal, implementation or change in applicable generally accepted accounting principles, including IFRS;

(vi) any action taken (or omitted to be taken) by the Company, the Vendors or any of their Subsidiaries (including the Purchased Entity) which is required to be taken (or omitted to be taken) pursuant to the Purchase Agreement or that is requested or consented to by the Purchasers in writing;

(vii) the failure of the Company or the Purchased Business to meet any internal, published or public projections, forecasts, guidance or estimates, including of revenues, earnings or cash flows (it being understood that the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred);

(viii) the execution, announcement, pendency or performance of the Purchase Agreement or consummation of the Sale Transaction; or

(ix) any change in the market price or trading volume of any securities of the Company (it being understood that the causes underlying such change in market price or trading volume may be taken into account in determining whether a Material Adverse Effect has occurred);

provided, however, (i) to the extent that an effect referred to in clauses (b) through to and including (d) above materially and disproportionately adversely affects the Purchased Business, taken as a whole, relative to other comparable companies and entities operating in the industries and businesses in which the Purchased Business operates, such effect may be taken into account in determining whether a Material Adverse Effect has occurred; and (ii) references in certain Sections of the Purchase Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative for purposes of determining whether a "Material Adverse Effect" has occurred.

"**Maximum Severance Cost**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Canada Employee Matters*."

"**Meeting**" means the special meeting of Common Shareholders, including any adjournment or postponement thereof, that is to be convened for the purposes of the Common Shareholders to consider and if deemed advisable approve the Transaction Resolution and the Stated Capital Reduction Resolution.

"**NI 31-103 No Objection**" means (i) the lapse of 30 days following the filing of the NI 31-103 Notice with no "objection" to the Sale Transaction having been communicated to the Vendors or the Purchasers, or (ii) if an objection referred to in (i) has been communicated, then the approval of the relevant Canadian securities regulatory authorities in Canada of the Sale Transaction.

"**NI 31-103 Notice**" means notice to the relevant securities regulatory authorities in Canada as required under Part 11 of National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations*.

"**Non-Resident Common Shareholder**" has the meaning ascribed it under the heading "*Canadian Federal Income Tax Considerations – Non-Residents of Canada*."

"**OBCA**" means the *Business Corporations Act* (Ontario).

"**Offer to Pay**" means the written offer of the Company to each Dissenting Shareholder who has sent a Demand for Payment to pay for its Common Shares in an amount considered by the Company to be the fair value of the Common Shares.

"**Ordinary Course**" means, with respect to an action taken by a Person, that such action is consistent with the past practices of the Person and is taken in the ordinary course of the normal day-to-day operations of the Person, and includes any actions taken in compliance with the Purchase Agreement.

"**Outside Date**" means (a) December 31, 2019 or (b) such earlier or later date as the Parties may agree in writing, subject to the right of any Party to extend the Outside Date for up to an additional 90 days (in 30-day increments) if the Regulatory Approvals have not been obtained and have not been denied by a non-appealable decision of a Governmental Entity, by giving written notice to the other Parties to such effect no later than 5:00 p.m. (Toronto time) on the date that is not less than five days prior to the original Outside Date (and any subsequent Outside Date); provided that notwithstanding the foregoing, a Party shall not be permitted to extend the Outside Date if the failure to obtain any of the Regulatory Approvals is attributable to such Party's breach of its covenants in the Purchase Agreement.

"**Parties**" means, collectively, the Company, the Vendors and the Purchasers and any other Person who may become a party to the Purchase Agreement in accordance with the terms hereof, and "**Party**" means any one of them.

"**Party B**" has the meaning ascribed to it under the heading "*Background to the Sale Transaction*."

"**Person**" means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

"**Phase-Out Period**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Use of Licensed Marks and other IP Rights*."

"**Pre-Closing Liabilities**" means, other than the Assumed Liabilities, all liabilities (including under Law) to the extent that they arise out of or relate to the conduct or operation of the Purchased Business or the ownership, operation, use, maintenance or occupancy of the Purchased Assets prior to Closing (whether or not asserted as of or prior to the Closing Date).

"**Pre-Closing Tax Period**" means any taxable period ending on or prior to the Closing Date.

"**Preferred Shares**" means, collectively, Cumulative Five-Year Rate Reset Preferred Shares, Series B in the capital of GMP and Cumulative Floating Rate Preferred Shares, Series C in the capital of GMP.

"**PUC**" has the meaning ascribed to it under the heading "*Canadian Federal Income Tax Considerations – Return of Capital*."

"**Purchase Agreement**" means the securities and asset purchase agreement entered into by GMP and certain of its wholly-owned subsidiaries with the Purchasers on June 17, 2019 as may be subsequently amended, supplemented or otherwise modified.

"**Purchase Price**" means the aggregate consideration payable by the Purchasers to the Vendors equal to the amount of the Closing Tangible Book Value as set forth on the Closing Statement, plus $45,000,000, subject to adjustment, less the Change in Control Payments, if any, that are payable by the Purchasers following Closing.

"**Purchased Assets**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Purchased Assets*."

"**Purchased Business**" means the capital markets business currently carried on by the Company Group, other than the business relating to the Excluded Assets and the business of acting as a carrying broker.

"**Purchased Contracts**" means all contracts (excluding the Leases) to which each Asset Vendor is a party in connection with the Purchased Business, excluding the Excluded Contracts.

"**Purchased Entity**" means Griffiths McBurney Corp.

"**Purchased Securities**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Structure of the Sale Transaction*."

"**Purchasers**" means Stifel Nicolaus Canada, Inc., Stifel Nicolaus Europe Limited and Thomas Weisel Partners Group, Inc.

"**Quebec Employees**" means the Employees employed in Quebec as listed in the Disclosure Letter.

"**Record Date**" means July 2, 2019.

"**Registered Common Shareholder**" has the meaning ascribed to it under the heading "*Voting Instructions – Registered Common Shareholders*."

"**Regulatory Approvals**" has the meaning ascribed to it under the heading "*Regulatory Approvals*."

"**Resident Common Shareholder**" has the meaning ascribed to it under the heading "*Reduction of Stated Capital – Residents of Canada*."

"**Return of Capital**" has the meaning ascribed to it under the heading "*Reduction of Stated Capital*."

"**Review Period**" means the 30 day period after receipt of the Draft Statement from the Purchasers.

"**RFGL**" means Richardson Financial Group Limited.

"**Richardson GMP**" means Richardson GMP Limited.

"**Richardson GMP Formation Transaction**" means the combination of the wealth management businesses of GMP and JRSL consisting of GMP Private Client L.P. and Richardson Partners Financial Limited to form Richardson GMP Limited that occurred on November 12, 2009**.**

"**Richardson GMP Liquidity Mechanism**" has the meaning ascribed to it under the heading "*Interest of Informed Persons in Material Transactions*."

"**Sale Transaction**" means the purchase of the Purchased Securities by the Securities Purchaser from the Securities Vendor, and the purchase of the Purchased Assets by the Asset Purchasers from the Asset Vendors, pursuant to the Purchase Agreement.

"**Sample Balance Sheet**" means the illustrative calculation of Tangible Book Value attached as a schedule the Purchase Agreement.

"**Securities Laws**" means the *Securities Act* (Ontario) and any other applicable provincial or territorial securities Laws in Canada.

"**Securities Purchaser**" means Thomas Weisel Partners Group, Inc.

"**Securities Vendor**" means Griffiths McBurney Canada Corp.

"**Share Incentive Plan**" means the Share Incentive Plan of GMP effective as of April 30, 2014.

"**Sheumack**" means Sheumack & Co. GMA, LLC.

"**Sheumack Fairness Opinion**" means the fairness opinion of Sheumack dated June 16, 2019.

"**Special Committee**" means the special committee of independent directors of the Board.

"**Stated Capital Reduction Resolution**" has the meaning ascribed to it under the heading "*Notice of Special Meeting of Common Shareholders*."

"**Stifel**" means Stifel Financial Corp. and/or any of its Subsidiaries.

"**Straddle Period**" means a taxable period that begins on or before the Closing Date and ends after the Closing Date.

"**Subsidiary**" has the meaning ascribed thereto in the *Securities Act* (Ontario).

"**Superior Proposal**" means a written unsolicited bona fide Acquisition Proposal: (i) to acquire the Purchased Securities, all or substantially all of the Purchased Assets, not less than 50% of the outstanding Common Shares or all or substantially all of the assets of the Company, in each case, on a consolidated basis; (ii) that is reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such Acquisition Proposal; (iii) in respect of which it has been demonstrated to the satisfaction of the Board that adequate arrangements have been made in respect of any financing required to complete such Acquisition Proposal; (iv) that is not subject to a financing or due diligence condition; and (v) in respect of which the Board determines, in its good faith judgment, after receiving the advice of its financial advisor, that it would, if consummated in accordance with its terms, result in a transaction which is more favourable, from a financial point of view, to the Company or the Common Shareholders than the Sale Transaction (including any amendments thereto proposed by the Purchasers pursuant to the Purchase Agreement).

"**Superior Proposal Notice**" has the meaning ascribed to it under the heading "*The Purchase Agreement – No Solicitation."*

"**Supporting Shareholders**" means RFGL and members of the Board who entered into Voting Agreements.

"**Tangible Book Value**" means the tangible book value of the Purchased Business, calculated on the basis set forth in, and including those items specified in, the Sample Balance Sheet, and in accordance with IFRS applied on a basis consistent with the preparation of the Financial Statements, except as provided for in the Sample Balance Sheet.

"**Target Employees**" means the employees of the Purchased Business (other than the Quebec Employees and the UK Transferring Employees).

"**Tax Act**" means the *Income Tax Act* (Canada).

"**Tax Proposals**" has the meaning ascribed to it under the heading "*Canadian Federal Income Tax Considerations*."

"**Taxes**" means (i) any and all taxes, sales taxes (including GST/HST and QST), duties, fees, excises, premiums, assessments, imposts, levies, rates, withholdings, dues, contributions and other charges, collections or assessments of any kind whatsoever, imposed by any Governmental Entity; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) or (iii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"**Tax Returns**" means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and other documents filed or required to be filed in respect of Taxes, including the Report of Foreign Bank and Financial Accounts required to be filed with the U.S. Department of the Treasury.

"**Taxable Capital Gain**" has the meaning ascribed to it under the heading "*Canadian Federal Income Tax Considerations – Residents of Canada*."

"**Termination Fee**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Termination Fee*."

"**Termination Fee Event**" has the meaning ascribed to it under the heading "*The Purchase Agreement – Termination Fee*."

"**Third Party Claim**" means any action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party including a Governmental Entity, against an Indemnified Party which entitles the Indemnified Party to make a claim for indemnification under the Purchase Agreement.

"**Transaction Resolution**" means the special resolution approving the Sale Transaction to be considered at the Meeting by the Common Shareholders.

"**TUPE**" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI/2006/246).

"**UK Asset Purchaser**" means Stifel Nicolaus Europe Limited.

"**UK Transferring Employees**" means the employees of the UK Vendor.

"**UK Vendor**" means FirstEnergy Capital LLP, a Limited Liability Partnership registered in England and Wales with registered number OC346410.

"**Vendor Sublicensees**" means each of the Subsidiaries of the Company and Richardson GMP.

"**Vendors**" means GMP Securities L.P., Griffiths McBurney Canada Corp., and FirstEnergy Capital LLP.

"**Voting Agreements**" has the meaning ascribed to it under the heading "*Voting Agreements*."

SCHEDULE B
TRANSACTION RESOLUTION

BE IT RESOLVED THAT:

1. The sale of the capital markets business currently carried on by GMP Capital Inc. (the "**Company**") and its subsidiaries which may be a sale of substantially all of the assets of the Company (the "**Transaction**"), as more particularly described and set forth in the management information circular of the Company dated July 8, 2019 accompanying the notice of meeting as the Transaction may be amended, modified or supplemented in accordance with the securities and asset purchase agreement made as of June 17, 2019, (as may be subsequently amended, supplemented or otherwise modified, the "**Purchase Agreement**") among FirstEnergy Capital LLP, GMP Securities L.P., Griffiths McBurney Canada Corp., the Company, Stifel Nicolaus Canada, Inc., Stifel Nicolaus Europe Limited, and Thomas Weisel Partners Group, Inc., is hereby authorized, approved and adopted.

2. The (i) Purchase Agreement and all the transactions contemplated therein, (ii) actions of the directors of the Company in approving the Purchase Agreement and (iii) actions of the directors and officers of the Company in executing and delivering the Purchase Agreement, and any amendments, modifications or supplements thereto, and causing the performance by the Company of its obligations thereunder, are hereby ratified and approved.

3. Notwithstanding that this resolution has been passed (and the Transaction adopted) by the holders of common shares of the Company, the directors of the Company are hereby authorized and empowered to, at their discretion, without notice to or approval of the shareholders of the Company: (i) amend, modify or supplement the Purchase Agreement to the extent permitted by the Purchase Agreement; and (ii) subject to the terms of the Purchase Agreement, not to proceed with the Transaction and related transactions.

4. Any officer or director is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed and to deliver or cause to be delivered all such other documents and instruments and to perform or cause to be performed all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or instrument or the doing of any such act or thing.

* * * * *

SCHEDULE C
STATED CAPITAL REDUCTION RESOLUTION

BE IT RESOLVED THAT:

1. Assuming the closing of the sale of the capital markets business currently carried on by GMP Capital Inc. (the "**Company**") and its subsidiaries which may be a sale of substantially all of the assets of the Company (the "**Transaction**"), the reduction of the stated capital of the common shares of the Company (the "**Common Shares**") by $0.275 per Common Share pursuant to subsection 34(1) of the *Business Corporations Act* (Ontario) to permit a special distribution to holders of Common Shares of the Company is hereby ratified and approved.

2. Notwithstanding that this resolution has been passed by the holders of Common Shares of the Company, the directors of the Company are hereby authorized and empowered to, at their discretion, without notice to or approval of the shareholders of the Company, to determine whether or not to implement this resolution, or to revoke this resolution before it is acted upon, and to determine not to proceed with the reduction of the stated capital of the Common Shares.

3. Any officer or director is hereby authorized and directed for and on behalf of the Company to execute or cause to be executed and to deliver or cause to be delivered all such other documents and instruments and to perform or cause to be performed all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or instrument or the doing of any such act or thing.

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SCHEDULE D
LAZARD FAIRNESS OPINION

LAZARD

June 16, 2019

Special Committee of the Board of Directors
GMP Capital, Inc.
145 King Street West, suite 300
Toronto, Ontario M5H 1J8
Canada

Dear Members of the Special Committee of the Board of GMP Capital, Inc. (the "**Special Committee**"):

We understand that FirstEnergy Capital LLP and GMP Securities L.P. (together, the "**Asset Vendors**"), Griffiths McBurney Canada Corp. (the "**Securities Vendor**" and together with the Asset Vendors, the "**Vendors**"), Stifel Nicolaus Canada, Inc. (the "**Canadian Asset Purchaser**") and Stifel Nicolaus Europe Limited (the "**UK Asset Purchaser**", and together with the Canadian Asset Purchaser, the "**Asset Purchasers**"), Thomas Weisel Partners Group, Inc. (the "**Securities Purchaser**", and together with the Asset Purchasers, the "**Purchasers**"), and GMP Capital Inc. ("**Vendor Parent**") propose to enter into a securities and asset purchase agreement (the "**Agreement**"), pursuant to which (i) the Asset Vendors shall sell, and the Asset Purchasers shall purchase, all of the property and assets of every kind and description of the capital markets business currently carried on by the Purchased Entity Group, other than the business relating to the Excluded Assets (as defined in the Agreement) and the business of acting as a carrying broker (collectively, the "**Purchased Assets**" or the "**Business**") and (ii) at the option of the Purchasers, the Securities Vendor shall sell, and the Securities Purchaser shall purchase, all of the securities (the "**Purchased Securities**") of Griffiths McBurney Corp. (the "**Purchased Entity**" and together with the Asset Vendors, the "**Purchased Entity Group**"). The aggregate consideration by the Purchasers to the Vendors for the Purchased Securities and the Purchased Assets shall be equal to the sum of: (i) the amount of the Closing Tangible Book Value (as defined in the Agreement) as set forth on the Closing Statement (as defined in the Agreement); and (ii) the Premium (as defined in the Agreement) (together, the "**Consideration**"), less the Change in Control Payments (as defined in the Agreement), if any, that are payable by the Purchasers following the closing of the transaction contemplated in the Agreement and as to which we express no opinion (the "**Transaction**").

The terms and conditions of the Transaction are more fully set forth in the Agreement and will be summarized in Vendor Parent's management information circular (the "**Circular**") to be mailed to shareholders of Vendor Parent (the "**Shareholders**") in connection with a special meeting of the Shareholders to be held to consider the Transaction.

You have requested our opinion as of the date hereof as to the fairness, from a financial point of view, to Vendors of the Consideration to be paid to the Vendors pursuant to the Agreement.

In connection with this opinion, we have:

(i) Reviewed the financial terms and conditions of a draft, dated June 16, 2019, of the Agreement;

(ii) Reviewed certain publicly available historical business and financial information relating to the Business;

Lazard Canada Inc.
161 Bay Street
45th Floor
Toronto, Ontario M5J 2S1

(iii) Reviewed various financial forecasts and other data provided to us by Vendor Parent relating to the Business;

(iv) Held discussions with members of the senior management of the Purchased Entity and Vendor Parent with respect to the Business;

(v) Reviewed public information with respect to certain other companies in lines of business we believe to be generally relevant in evaluating the Business;

(vi) Reviewed the financial terms of certain business combinations involving companies in lines of business we believe to be generally relevant in evaluating the Business;

(vii) Reviewed a certificate of representation as to certain factual matters dated the date hereof, addressed to Lazard Canada Inc. ("**Lazard**") and provided by certain senior officers of Vendor Parent; and

(viii) Conducted such other financial studies, analyses and investigations as we deemed appropriate.

With the consent of the Special Committee, we have assumed and relied upon the accuracy, completeness and fair presentation of all financial and other information, data, advice, opinions and representations obtained by us from publicly available sources, or supplied or otherwise made available to us by Vendor Parent and the Purchased Entity, including the information referred to above, without independent verification of such information. We have not conducted any independent valuation or appraisal of any of the assets or liabilities (contingent or otherwise) of Vendor Parent or the Business or concerning the solvency or fair value of Vendor Parent or the Business, and we have not been furnished with any such valuation or appraisal. With respect to the financial forecasts utilized in our analyses, we have assumed, with the consent of the Special Committee, that they have been reasonably prepared on bases reflecting the best available estimates at the time of preparation and judgments as to the future financial performance of the Business. We assume no responsibility for and express no view as to any such forecasts or the assumptions on which they are based.

Two senior officers of Vendor Parent have represented to us, in a certificate dated as at the date hereof, among other things, that (i) the financial and other information, data, advice, opinions, representations and other materials (financial or otherwise), provided to us by or on behalf of Vendor Parent, including the written information and discussions concerning the Business referred to above (collectively, the "**Information**"), are complete, true and correct at the date the Information was provided to us and was and is as of the date of the certificate, complete, true and correct in all material respects and did not and does not contain a misrepresentation (as defined in the *Securities Act* (Ontario)), and did not and does not contain any untrue statement of a material fact (as defined in the *Securities Act* (Ontario)) or omit to state a material fact necessary to make the Information not misleading in light of the circumstances under which the Information was provided, (ii) since the date on which the Information was provided to us, there has been no material change (as defined in the *Securities Act* (Ontario)), financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Business, and (iii) there has been no change in any material fact or any material element of any of the Information or any new material fact, any of which is of a nature as to render any portion of the Information untrue or misleading in any material respect or which could reasonably be expected to have a material effect on this opinion.

Further, our opinion is necessarily based on economic, monetary, market and other conditions as in effect on, and the information made available to us as of, the date hereof. We assume no responsibility for updating or revising our opinion based on circumstances or events occurring after the date hereof. We do not express any opinion as to the price at which shares of Vendor Parent may trade at any time subsequent to the announcement of the Transaction. In addition, our opinion does not address the relative merits of the

Transaction as compared to any other transaction or business strategy in which the Business or Vendor Parent might engage or the merits of the underlying decision by Vendor Parent to engage in the Transaction.

In rendering our opinion, we have assumed, with the consent of the Special Committee, that the Transaction will be consummated on the terms described in the Agreement, without any waiver or modification of any material terms or conditions. We have assumed, with the consent of the Special Committee, that the Agreement, when executed, will conform to the drafts reviewed by us in all material respects. We further have assumed, with the consent of Special Committee, that adjustments (if any) to the Consideration, including, without limitation, as a result of any Change in Control Payments or adjustments to the Premium in accordance with the Agreement, will not be material in any respect including with respect to our analyses or opinion. We also have assumed, with the consent of the Special Committee, that obtaining the necessary governmental, regulatory or third party approvals and consents for the Transaction will not have an adverse effect on Vendor Parent, the Business or the Transaction. We do not express any opinion as to any tax or other consequences that might result from the Transaction, nor does our opinion address any legal, tax, regulatory or accounting matters, as to which we understand that the Special Committee obtained such advice as it deemed necessary from qualified professionals. We express no view or opinion as to any terms or other aspects (other than the Consideration to the extent expressly specified herein) of the Transaction, including, without limitation, the form or structure of the Transaction and any other agreements or arrangements entered into in connection with, or contemplated by, the Transaction. In addition, we express no view or opinion as to the fairness of the amount or nature of, or any other aspects relating to, the compensation to any officers, directors or employees of any parties to the Transaction, or class of such persons, relative to the Consideration or otherwise.

Pursuant to an engagement agreement dated December 10, 2018, Lazard is acting as financial advisor to the Special Committee in connection with the Transaction and will receive a fee for such services, a portion of which is payable upon the rendering of this opinion and a substantial portion of which is contingent upon the closing of the Transaction. Lazard may, in the future, provide certain investment banking services to Vendor Parent, the Purchasers or any of their respective affiliates. We are aware of an engagement of one of our affiliates, in the past two years, by a portfolio company of a significant shareholder of Vendor Parent for which our affiliate received compensation. In addition, in the ordinary course, Lazard and its affiliates and employees may trade securities of Vendor Parent and certain of its affiliates or certain affiliates of the Purchasers for their own accounts and for the accounts of their customers, may at any time hold a long or short position in such securities, and may also trade and hold securities on behalf of Vendor Parent, the Purchased Entity, the Purchasers and certain of their respective affiliates.

Our engagement and the opinion expressed herein are solely for the benefit of the Special Committee (in its capacity as such) and are not on behalf of, and are not intended to confer rights or remedies upon, any stockholder of Vendor Parent or any other person. Our opinion is rendered to the Special Committee in connection with its evaluation of the Transaction and may not be disclosed or otherwise referred to, nor may our opinion be used or relied upon by any third party for any purpose, without our prior written consent, provided that our opinion may be reproduced in full in the Circular (in a form acceptable to us). Our opinion is not intended to and does not constitute a recommendation to any stockholder as to how such stockholder should vote or act with respect to the Transaction or any matter relating thereto.

Based on and subject to the foregoing, we are of the opinion that, as of the date hereof, the Consideration to be paid to the Vendors pursuant to the Agreement is fair, from a financial point of view, to the Vendors.

Very truly yours,

LAZARD CANADA INC.

By _____
Brian Hanson
Vice Chairman, Investment Banking
Chairman & CEO, Lazard Canada Inc.

SCHEDULE E
SHEUMACK FAIRNESS OPINION

SHEUMACK & Co. GMA, LLC.

275 Madison Avenue
14th Floor
New York, NY 10016

Tel: 1 (646) 681 6349

An affiliate under common ownership
Not a member of FINRA and SIPC

NIAGARA INTERNATIONAL CAPITAL LIMITED
Member FINRA & SIPC

275 Madison Avenue
14th Floor
New York, NY 10016

Tel: 1 (646) 681 6352

All securities if when and as offered are offered by
NIAGARA INTERNATONAL CAPITAL LIMITED

June 16, 2019

Board of Directors
GMP Capital, Inc.
145 King Street West
Toronto, Ontario M5H 1J8

Ladies and Gentlemen:

We understand that **GMP Capital Inc.**, a corporation organized under the laws of Ontario ("Vendor Parent" or the "Company") proposes to enter into a Securities and Asset Purchase Agreement (herein "SAPA" or the "Agreement") on June 16, 2019 with GMP Securities L.P. (the "Canadian Asset Vendor") and FirstEnergy Capital LLP (the "UK Vendor" and together with the Canadian Asset Vendor, the "Asset Vendors"); Griffiths McBurney Canada Corp. (the "Securities Vendor" and together with the Asset Vendors, the "Vendors"); Stifel Nicolaus Canada, Inc. (the "Canadian Asset Purchaser") and Stifel Nicolaus Europe Limited (the "UK Asset Purchaser", and together with the Canadian Asset Purchaser, the "Asset Purchasers"), and; Thomas Weisel Partners Group Inc. (the "Securities Purchaser," and together with the Asset Purchasers and/or their designees, respectively, the "Purchasers"). Among other representations and warranties contained in the Agreement, the Securities Vendor represents that it owns all of the issued and outstanding securities of the purchased securities ("Purchased Securities" and/or "Purchased Entity") and the Asset Vendors represent that they, collectively, own all of the purchased assets ("Purchased Assets").

As contemplated by and subject to the terms and conditions of the Agreement, as of Closing on the Closing Date, (i) the Vendors will sell, assign and transfer to the Purchaser and the Purchaser will purchase the Purchased Assets as scheduled accordingly in the Agreement; and, (ii) at the Purchasers' option, the Vendors will sell, assign and transfer to the Purchasers and the Purchasers will purchase from the Vendors all but not less than all of the Purchased Securities (collectively, the "Purchased Securities") as scheduled accordingly in the Agreement (herein "Transaction").

The Agreement provides for aggregate consideration payable (the "Purchase Price") by the Purchasers to the Vendors for the Purchased Securities and the Purchased Assets to be equal to the sum of (a) Closing Tangible Book Value, and; (b) the Premium (as defined in the Agreement) less any change in control payments, if any, that are payable by the Purchasers following Closing. The Agreement also provides for the Purchasers to assume an existing financial obligation of the Vendors and pay at the Closing the aggregate accelerated prepayment amount of a portion of the principal due to the employee holders of FirstEnergy Notes.

You have asked us to render an opinion as to the fairness, from a financial point of view, to the Company of the Purchase Price to be received by the Vendors pursuant to the Agreement, as of the date hereof (the "Opinion").

As part of our analyses, we have, among other things:

(i) Reviewed the draft of the Agreement dated June 16, 2019;

(ii) Reviewed certain publicly available business and financial information relating to the Vendors, the Vendor Parent and the Purchasers;

(iii) Compared the financial condition, financial performance and results of operations of the Vendors and the Vendor Parent to those of other publicly traded companies considered by us to be reasonably comparable;

(iv) Compared the historic trading and stock price performance of the Company's common stock with those of selected publicly traded companies considered by us to be reasonably comparable;

(v) Compared the valuation multiples implied by the Purchase Price with the valuation multiples implied by the current and recent equity market capitalization ("EMC") valuation of selected publicly traded companies considered by us to be reasonably comparable;

(vi) Compared the valuation multiples implied by the Purchase Price to the valuation multiples paid by acquirers of other companies considered by us to be reasonably comparable; and

(vii) Performed such other financial studies, analyses and investigations and considered such other factors, as deemed reasonably appropriate.

Among other assumptions deemed important by us to our investigation and analyses, and on which the financial analyses undertaken by us is based, the Company acknowledges and agrees that:

(i) The financial statements of the Vendors provided to us by the Vendor Parent have been calculated, assembled and presented in accordance with International Financial Reporting Standards ("IFRS") applied on a basis consistent with the preparation of the Company's consolidated audited financial statements;

(ii) All financial statements of the Vendors so prepared for and provided to us in furtherance of our investigation and analyses represent the Company's best internal estimates of historical (or actual) and forecast financial performance and statement of financial condition;

(iii) All financial information furnished to us that relates to the Vendors and the business of the Vendors is consistent in form and substance with the same or comparable information provided by the Company to the Purchasers;

(iv) Unaudited financial information may differ from audited financial statements;

(v) Past financial performance is not representative of future financial performance and as such there can be no assurance that the Vendors will achieve the financial forecasts provided to us and the Purchasers by the Company;

(vi) For the purpose of our analyses and Opinion, the Company reasonably expects there will be no change in control payments payable by the Purchasers following the Closing.

In preparing our Opinion, with your consent, we have not assumed any responsibility for independent verification of, and have not verified, any of the foregoing information. We have, with your consent, assumed and relied upon the accuracy and completeness, in all material respects, of all of the financial, accounting, legal, tax and other information provided to, discussed with or reviewed by us. We have not been requested to make, and have not made, an independent evaluation or appraisal of any assets or liabilities (contingent or otherwise) of the Vendor Parent, the Vendors or Purchasers or any of their respective affiliates, and we have not been furnished with any such evaluation or appraisal, nor have we made any physical inspection of the properties or assets of the Vendor Parent, the Vendors or Purchasers. Further, we have assumed, with your consent, that all of the information prepared by the managements of the Company and Purchasers provided to us for purposes of this Opinion, including the non-public financial forecasts provided by the Company, was prepared on a reasonable basis reflecting the best currently available estimates and judgments of the respective managements of the Company. We express no opinion in respect of such forecasts or projections or the assumptions upon which they are based.

We have not undertaken any independent legal analysis of the Agreement or any of the Transaction or Transactions contemplated by the Agreement or any legal or regulatory proceedings pending or threatened related to the Company, the Vendors or the Purchasers. We have not been asked to (nor do we directly or indirectly) express any opinion as to the after-tax consequences of receipt of the Purchase Price by the Vendors and Vendor Parent. No opinion, counsel or interpretation is intended regarding matters that require legal, regulatory, accounting, tax, executive compensation or other similar professional advice. It is assumed that such opinions, counsel, interpretations or advice have been or will be obtained from the appropriate professional advisers. We also have assumed that the executed Agreement will conform in all material respects to the draft Agreement reviewed by us, and that the Transaction or Transactions thereto will be consummated on the terms described in the draft Agreement, without any

material delay or waiver of any material terms or conditions by the Vendor Parent, Vendors and / or Purchasers. We have assumed that all governmental, regulatory or other consents and approvals necessary for the consummation of the Transaction or Transactions will be obtained without any adverse effect on the Company, the Vendors and the Purchasers. The issuance of this Opinion was approved by our Fairness Opinion committee in accordance with our customary practice.

Our Opinion is necessarily based upon market, economic and other conditions as they exist and can be evaluated on the information made available to us as of the date hereof. We assume no responsibility for updating, revising or reaffirming this Opinion based on circumstances, developments or events occurring after the date hereof. Furthermore, we do not express any opinion as to the impact of the Transaction or Transactions on the solvency or viability of the Company, the Vendors or on the Purchasers or the ability of the Company, the Vendors or the Purchasers to fund their respective obligations when they come due.

Sheumack & Co. GMA, LLC. ("Sheumack") is a professional services organization specializing in the rendering of strategic and financial advice to financial services companies and institutional investors who are active in the financial services industry. Sheumack is not a regulated financial institution nor is Sheumack a member of the Financial Industry Regulatory Authority ("FINRA") or the Securities Investor Protection Corporation ("SIPC"). Certain employees of Sheumack are registered securities representatives and registered securities principals of Niagara International Capital Limited ("NICL"), an affiliated entity under common ownership and a member in good standing of FINRA and SIPC. As part of our investment banking business, we are regularly engaged in the business of providing financial advisory services in connection with corporate mergers and acquisitions, asset acquisitions and divestitures and other corporate actions and transactions. We were engaged to act as a financial advisor to the Board of Directors Company with respect to the aggregate consideration of the Transaction and to render an opinion as to the fairness, from a financial point of view, of the Purchase Price to be received by the Company. On March 05, 2019 the Board of Directors engaged us as financial advisor with regard to a potential corporate transaction including a potential business combination, divestiture or recapitalization. We have previously provided financial advisory services to the Company and have received remuneration for such prior services.

In respect of the delivery of this Opinion, we will receive a fee for our services that is not contingent upon consummation of the Transaction or Transactions contemplated by the Agreement, a portion of which was paid as a retainer fee upon our retention and the balance of which is payable in full upon our rendering this Opinion. The Company has also agreed to reimburse us for reasonable and documented out-of-pocket expenses and to indemnify us against certain liabilities that may arise out of this assignment, including the rendering of this Opinion.

Our Opinion does not address or make any recommendation as to the merits of the underlying decision by the Company to engage in the Transaction or Transactions or the relative merits of the Transactions as compared to other business strategies that might be available to the Company. We express no opinion as to whether any alternative transaction may result in terms and conditions more favorable to the Company or its stockholders than those contemplated by the Transaction. In addition, our Opinion does not in any manner address the prices at which the Common Stock of the Company will trade following consummation of the Transaction or the prices at which the Common Stock of the Company will trade at any time and we express no opinion or recommendation as to how the shareholders of the Company should vote or act with respect to the Transaction. We are not expressing any opinion regarding the fairness of the amount or nature of any compensation or other such remuneration relating to retention agreements to any of the Company's officers, employees, directors, or any class of such persons, relative to the Purchase Price to be received by the Company. We express no opinion as to the fairness of any consideration paid in connection with the Transaction to the holders of any specific class of securities, creditors or other constituencies of the Company.

This Opinion is for the use and benefit of the Board of Directors of the Company including but not limited to the independent special committee ("ISC") of the Board of Directors and is rendered to the Board of Directors in connection with its consideration of the Transaction. This letter is not to be used for any other purpose, or reproduced, disseminated, quoted or referred to at any time or in any manner, in whole or in part, without our written consent; provided, however, that this letter may be included in its entirety in any registration statement, report, proxy statement or other filing made by the Company with the Canadian Securities regulating authorities or in any such documents or similar documents disseminated to stockholders of the Company in accordance with applicable securities law and may be referred to in such filings or documents as being included therein.

Based upon and subject to the foregoing, it is our opinion that, as of the date hereof, the Purchase Price is fair, from a financial point of view, to the Vendors.

Very truly yours,

SHEUMACK & Co. GMA, LLC.

NIAGARA INTERNATIONAL CAPITAL LIMITED

SCHEDULE F
SECTION 185 OF THE OBCA

Rights of dissenting shareholders

185 (1) Subject to subsection (3) and to sections 186 and 248, if a corporation resolves to,

> amend its articles under section 168 to add, remove or change restrictions on the issue, transfer or ownership of shares of a class or series of the shares of the corporation;
>
> amend its articles under section 168 to add, remove or change any restriction upon the business or businesses that the corporation may carry on or upon the powers that the corporation may exercise;
>
> amalgamate with another corporation under sections 175 and 176;
>
> be continued under the laws of another jurisdiction under section 181; or

Note: On a day to be named by proclamation of the Lieutenant Governor, subsection 185 (1) of the Act is amended by striking out “or” at the end of clause (d) and by adding the following clauses: (See: 2017, c. 20, Sched. 6, s. 24)

> (d.1) be continued under the Co-operative Corporations Act under section 181.1;
>
> (d.2) be continued under the Not-for-Profit Corporations Act, 2010 under section 181.2; or
>
> sell, lease or exchange all or substantially all its property under subsection 184 (3),

a holder of shares of any class or series entitled to vote on the resolution may dissent. R.S.O. 1990, c. B.16, s. 185 (1).

Idem

(2) If a corporation resolves to amend its articles in a manner referred to in subsection 170 (1), a holder of shares of any class or series entitled to vote on the amendment under section 168 or 170 may dissent, except in respect of an amendment referred to in,

> clause 170 (1) (a), (b) or (e) where the articles provide that the holders of shares of such class or series are not entitled to dissent; or
>
> subsection 170 (5) or (6) R.S.O. 1990, c. B.16, s. 185 (2).

One class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares. 2006, c. 34, Sched. B, s. 35.

Exception

(3) A shareholder of a corporation incorporated before the 29th day of July, 1983 is not entitled to dissent under this section in respect of an amendment of the articles of the corporation to the extent that the amendment,

amends the express terms of any provision of the articles of the corporation to conform to the terms of the provision as deemed to be amended by section 277; or

deletes from the articles of the corporation all of the objects of the corporation set out in its articles, provided that the deletion is made by the 29th day of July, 1986. R.S.O. 1990, c. B.16, s. 185 (3).

Shareholder's right to be paid fair value

(4) In addition to any other right the shareholder may have, but subject to subsection (30), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents becomes effective, to be paid by the corporation the fair value of the shares held by the shareholder in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted. R.S.O. 1990, c. B.16, s. 185 (4).

No partial dissent

(5) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the dissenting shareholder on behalf of any one beneficial owner and registered in the name of the dissenting shareholder. R.S.O. 1990, c. B.16, s. 185 (5).

Objection

(6) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent. R.S.O. 1990, c. B.16, s. 185 (6).

Idem

(7) The execution or exercise of a proxy does not constitute a written objection for purposes of subsection (6). R.S.O. 1990, c. B.16, s. 185 (7).

Notice of adoption of resolution

(8) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (6) notice that the resolution has been

adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn the objection. R.S.O. 1990, c. B.16, s. 185 (8).

Idem

(9) A notice sent under subsection (8) shall set out the rights of the dissenting shareholder and the procedures to be followed to exercise those rights. R.S.O. 1990, c. B.16, s. 185 (9).

Demand for payment of fair value

(10) A dissenting shareholder entitled to receive notice under subsection (8) shall, within twenty days after receiving such notice, or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing,

the shareholder's name and address;

the number and class of shares in respect of which the shareholder dissents; and

a demand for payment of the fair value of such shares. R.S.O. 1990, c. B.16, s. 185 (10).

Certificates to be sent in

(11) Not later than the thirtieth day after the sending of a notice under subsection (10), a dissenting shareholder shall send the certificates, if any, representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent. R.S.O. 1990, c. B.16, s. 185 (11); 2011, c. 1, Sched. 2, s. 1 (9).

Idem

(12) A dissenting shareholder who fails to comply with subsections (6), (10) and (11) has no right to make a claim under this section. R.S.O. 1990, c. B.16, s. 185 (12).

Endorsement on certificate

(13) A corporation or its transfer agent shall endorse on any share certificate received under subsection (11) a notice that the holder is a dissenting shareholder under this section and shall return forthwith the share certificates to the dissenting shareholder. R.S.O. 1990, c. B.16, s. 185 (13).

Rights of dissenting shareholder

(14) On sending a notice under subsection (10), a dissenting shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shares as determined under this section except where,

the dissenting shareholder withdraws notice before the corporation makes an offer under subsection (15);

the corporation fails to make an offer in accordance with subsection (15) and the dissenting shareholder withdraws notice; or

the directors revoke a resolution to amend the articles under subsection 168 (3), terminate an amalgamation agreement under subsection 176 (5) or an application for continuance under subsection 181 (5), or abandon a sale, lease or exchange under subsection 184 (8),

in which case the dissenting shareholder's rights are reinstated as of the date the dissenting shareholder sent the notice referred to in subsection (10). R.S.O. 1990, c. B.16, s. 185 (14); 2011, c. 1, Sched. 2, s. 1 (10).

Same

(14.1) A dissenting shareholder whose rights are reinstated under subsection (14) is entitled, upon presentation and surrender to the corporation or its transfer agent of any share certificate that has been endorsed in accordance with subsection (13),

(a) to be issued, without payment of any fee, a new certificate representing the same number, class and series of shares as the certificate so surrendered; or

(b) if a resolution is passed by the directors under subsection 54 (2) with respect to that class and series of shares, to be issued the same number, class and series of uncertificated shares as represented by the certificate so surrendered, and

to be sent the notice referred to in subsection 54 (3). 2011, c. 1, Sched. 2, s. 1 (11).

Same

(14.2) A dissenting shareholder whose rights are reinstated under subsection (14) and who held uncertificated shares at the time of sending a notice to the corporation under subsection(10) is entitled,

(c) to be issued the same number, class and series of uncertificated shares as those held by the dissenting shareholder at the time of sending the notice under subsection (10); and

to be sent the notice referred to in subsection 54 (3). 2011, c. 1, Sched. 2, s. 1 (11).

Offer to pay

(15) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (10), send to each dissenting shareholder who has sent such notice,

a written offer to pay for the dissenting shareholder's shares in an amount considered by the directors of the corporation to be the fair value thereof, accompanied by a statement showing how the fair value was determined; or

if subsection (30) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares. R.S.O. 1990, c. B.16, s. 185 (15).

Idem

(16) Every offer made under subsection (15) for shares of the same class or series shall be on the same terms. R.S.O. 1990, c. B.16, s. 185 (16).

Idem

(17) Subject to subsection (30), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (15) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made. R.S.O. 1990, c. B.16, s. 185 (17).

Application to court to fix fair value

(18) Where a corporation fails to make an offer under subsection (15) or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as the court may allow, apply to the court to fix a fair value for the shares of any dissenting shareholder. R.S.O. 1990, c. B.16, s. 185 (18).

Idem

(19) If a corporation fails to apply to the court under subsection (18), a dissenting shareholder may apply to the court for the same purpose within a further period of twenty days or within such further period as the court may allow. R.S.O. 1990, c. B.16, s. 185 (19).

Idem

(20) A dissenting shareholder is not required to give security for costs in an application made under subsection (18) or (19). R.S.O. 1990, c. B.16, s. 185 (20).

Costs

(21) If a corporation fails to comply with subsection (15), then the costs of a shareholder application under subsection (19)are to be borne by the corporation unless the court otherwise orders. R.S.O. 1990, c. B.16, s. 185 (21).

Notice to shareholders

(22) Before making application to the court under subsection (18) or not later than seven days after receiving notice of an application to the court under subsection (19), as the case may be, a corporation shall give notice to each dissenting shareholder who, at the date upon which the notice is given,

> has sent to the corporation the notice referred to in subsection (10); and
>
> has not accepted an offer made by the corporation under subsection (15), if such an offer was made,

of the date, place and consequences of the application and of the dissenting shareholder's right to appear and be heard in person or by counsel, and a similar notice shall be given to each dissenting

shareholder who, after the date of such first mentioned notice and before termination of the proceedings commenced by the application, satisfies the conditions set out in clauses (a) and (b) within three days after the dissenting shareholder satisfies such conditions. R.S.O. 1990, c. B.16, s. 185 (22).

Parties joined

(23) All dissenting shareholders who satisfy the conditions set out in clauses (22) (a) and (b) shall be deemed to be joined as parties to an application under subsection (18) or (19) on the later of the date upon which the application is brought and the date upon which they satisfy the conditions, and shall be bound by the decision rendered by the court in the proceedings commenced by the application. R.S.O. 1990, c. B.16, s. 185 (23).

Idem

(24) Upon an application to the court under subsection (18) or (19), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall fix a fair value for the shares of all dissenting shareholders. R.S.O. 1990, c. B.16, s. 185 (24).

Appraisers

(25) The court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders. R.S.O. 1990, c. B.16, s. 185 (25).

Final order

(26) The final order of the court in the proceedings commenced by an application under subsection (18) or (19) shall be rendered against the corporation and in favour of each dissenting shareholder who, whether before or after the date of the order, complies with the conditions set out in clauses (22) (a) and (b). R.S.O. 1990, c. B.16, s. 185 (26).

Interest

(27) The court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment. R.S.O. 1990, c. B.16, s. 185 (27).

Where corporation unable to pay

(28) Where subsection (30) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (26), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares. R.S.O. 1990, c. B.16, s. 185 (28).

Idem

(29) Where subsection (30) applies, a dissenting shareholder, by written notice sent to the corporation within thirty days after receiving a notice under subsection (28), may,

withdraw a notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder's full rights are reinstated; or

retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders. R.S.O. 1990, c. B.16, s. 185 (29).

Idem

(30) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that,

the corporation is or, after the payment, would be unable to pay its liabilities as they become due; or

the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities. R.S.O. 1990, c. B.16, s. 185 (30).

Court order

(31) Upon application by a corporation that proposes to take any of the actions referred to in subsection (1) or (2), the court may, if satisfied that the proposed action is not in all the circumstances one that should give rise to the rights arising under subsection (4), by order declare that those rights will not arise upon the taking of the proposed action, and the order may be subject to compliance upon such terms and conditions as the court thinks fit and, if the corporation is an offering corporation, notice of any such application and a copy of any order made by the court upon such application shall be served upon the Commission. 1994, c. 27, s. 71 (24).

Commission may appear

(32) The Commission may appoint counsel to assist the court upon the hearing of an application under subsection (31), if the corporation is an offering corporation. 1994, c. 27, s. 71 (24).

QUESTIONS? NEED HELP VOTING?

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