

DEBENTURE AND ASSIGNMENT FORM

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE •, 2011.

WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL •, 2011.

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING THESE SECURITIES, AGREES FOR THE BENEFIT OF WHITEMUD RESOURCES INC. (THE "COMPANY") THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE 1933 ACT, (C) IN ACCORDANCE WITH (I) RULE 144A UNDER THE 1933 ACT, IF AVAILABLE, OR (II) RULE 144 UNDER THE 1933 ACT, IF AVAILABLE, (D) IN ACCORDANCE WITH ANOTHER EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT, OR (E) UNDER AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT, AND, IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF SUBPARAGRAPH (C)(II) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.¹

THE DEBENTURES REPRESENTED HEREBY, THE SECURITY SECURING THE OBLIGATIONS OF THE COMPANY HEREUNDER AND ALL RIGHTS, REMEDIES AND PRIVILEGES OF THE HOLDERS HEREUNDER, UNDER SUCH SECURITY AND UNDER THE INDENTURE REFERRED TO HEREIN ARE SUBJECT TO A SUBORDINATION AGREEMENT DATED AUGUST 6, 2009 BETWEEN THE COMPANY AND CANADIAN WESTERN BANK (AS DEFINED IN THE INDENTURE REFERRED TO HEREIN) AND OLYMPIA TRUST COMPANY AND SUCH OBLIGATIONS AND SECURITY ARE SUBORDINATE AND POSTPONED TO THE SENIOR INDEBTEDNESS AND SENIOR SECURITY, EACH AS DEFINED IN THE INDENTURE REFERRED TO HEREIN.

WHITEMUD RESOURCES INC.

10.0% Secured Subordinated Debentures due December 31, 2012

No. _____ Principal Amount: \$ _____

Whitemud Resources Inc., an Alberta corporation, promises to pay to

****REGISTRATION****

(the "**Holder**") or registered assigns the principal amount set forth above on **December 31, 2012**.

This Debenture shall bear interest as specified in this Debenture. Additional provisions of this Debenture are set forth in this Debenture and the Indenture. In the event of any inconsistency between this Debenture and the terms of the Indenture the terms of the Indenture shall govern.

¹ This paragraph to be included only if the Debenture is issued to a Holder resident in the United States of America or a U.S. Person.

Dated: •, 2011

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

WHITEMUD RESOURCES INC.

By: _____
Name: _____
Title: _____

Dated: •, 2011

Trustee's Certificate of Authentication: This is one of the
Debentures referred to in the within mentioned Indenture.

OLYMPIA TRUST COMPANY, as Trustee

By: _____
Authorized Signatory

WHITEMUD RESOURCES INC.
10.0% SECURED SUBORDINATED DEBENTURES
DUE DECEMBER 31, 2012

1. INTEREST

Whitemud Resources Inc., an Alberta corporation (the "**Company**", which term shall include any successor corporation under the Indenture hereinafter referred to), promises to pay interest on the principal amount of this Debenture at the rate of 10.0% per annum calculated from the date of issue hereof. Commencing December 31, 2011, the Company shall pay interest semi-annually in arrears on June 30 and December 31 of each year (each an "**Interest Payment Date**"). Each payment of interest will include interest accrued through the day before the relevant Interest Payment Date (or purchase date). Interest on the Debentures shall be computed by the Company semi-annually, provided that interest for any period shorter than a full semi-annual period shall be computed on the basis of a 365-day year (except in the case of a leap year, in which case interest shall be computed on the basis of a 366 day year).

No sinking fund is provided for the Debentures.

2. MATURITY

The Debentures will mature on December 31, 2012.

3. METHOD OF PAYMENT

Commencing on December 31, 2011, the Company shall cause interest to be paid on this Debenture (except defaulted interest) on June 30 or December 31 (or on the next Business Day, if such date is not a Business Day), as the case may be, to the person who is the Holder of this Debenture at the close of business on June 15 or December 15 (or on the next Business Day, if such date is not a Business Day), as the case may be, (each, a "**Regular Record Date**") next preceding the related Interest Payment Date. The Holder must surrender this Debenture to a Paying Agent to collect payment of principal. The Company will pay principal and interest in the lawful currency of Canada. The Company may pay principal and interest in respect of any Debenture by cheque or wire payable in such money; provided, however, that a Holder with an aggregate principal amount in excess of \$2,000,000 will be paid by wire transfer in immediately available funds at the election of such Holder if such Holder has provided wire transfer instructions to the Trustee at least 10 Business Days prior to the applicable payment date. The Company may mail an interest cheque to the Holder's registered address.

Any wire transfer instructions received by the Trustee will remain in effect until revoked by the Holder.

4. PAYING AGENT AND REGISTRAR

Initially, Olympia Trust Company (the "**Trustee**", which term shall include any successor trustee under the Indenture hereinafter referred to) will act as Paying Agent and Registrar. Subject to the prior consent of the Trustee, the Company may change any Paying Agent and Registrar without notice to the Holder. The Company or any of its Subsidiaries may, subject to certain limitations set forth in the Indenture, act as Paying Agent or Registrar.

5. INDENTURE, LIMITATIONS

This Debenture is one of a duly authorized issue of Debentures of the Company designated as its 10.0% Subordinated Secured Debentures due December 31, 2012 (the "**Debentures**"), issued under an Indenture dated as of •, 2011 (together with any supplemental indentures thereto, the "**Indenture**"), between the Company and the Trustee. The terms of this Debenture include those stated in the Indenture and those required by or made part of the Indenture by reference to indenture legislation. This Debenture is subject to all such terms, and the Holder of this Debenture is referred to the Indenture and said legislation for a statement of them. In the event of any contradiction or inconsistency between the provisions of the Indenture and this Debenture, the provisions of the Indenture shall prevail.

The Debentures are subordinated secured obligations of the Company limited to \$13,000,000 aggregate principal amount. The Indenture does not limit other debt of the Company provided such debt is Permitted Debt or Senior Indebtedness, as defined in the Indenture.

6. SUBORDINATION

The indebtedness evidenced by this Debenture, and by all other Debentures now or hereafter certified and delivered under the Indenture, is a direct secured obligation of the Company, and is subordinated in right of payment, to the extent and in the manner provided in the Indenture, to the prior payment of all Senior Indebtedness, and the Security ranks subordinate and is postponed to the Senior Security whether outstanding at the date of the Indenture or thereafter created, incurred, assumed or guaranteed.

7. ADDITIONAL AMOUNTS

The Company will pay to the Holders such Additional Amounts as may become payable under Section 7.8 of the Indenture.

8. REDEMPTION

Prior to Maturity Date, the Debentures may be redeemed in whole or in part from time to time at the option of the Company on not more than 60 days and not less than 30 days prior notice, at a price equal to their principal amount plus accrued and unpaid interest.

9. Deliberately left blank

10. DENOMINATIONS, TRANSFER, EXCHANGE

The Debentures are in registered form, without coupons, in denominations of \$1,000 principal amount and integral multiples of \$1,000 principal amount. A Holder may register the transfer of or exchange Debentures in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or other governmental charges that may be imposed in relation thereto by law or permitted by the Indenture.

11. PERSONS DEEMED OWNERS

The Holder of a Debenture may be treated as the owner of it for all purposes.

12. MERGER OR CONSOLIDATION

The Company may not, without the consent of the Holders by Extraordinary Resolution, consolidate with or amalgamate or merge with or into any Person or sell, convey, transfer or lease all or substantially all of the properties and assets of the Company to another Person unless: (a) the Person formed by such consolidation or into which the Company is amalgamated or merged, or the Person which acquires by sale, conveyance, transfer or lease all or substantially all of the properties and assets of the Company is a corporation incorporated and existing under the laws of Canada or any province or territory thereof or the laws of the United States or any state thereof and such corporation (if other than the Company or the continuing corporation resulting from the amalgamation of the Company with another corporation under the laws of Canada or any province or territory thereof) expressly assumes, by an indenture supplemental to the Indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, the obligations of the Company under the Debentures and the Indenture and the performance or observance of every covenant and provision of the Indenture and the Debentures required on the part of the Company to be performed or observed by supplemental indenture satisfactory in form to the Trustee, executed and delivered to the Trustee, by the Person (if other than the Company or the continuing corporation resulting from the amalgamation of the Company with another corporation under the laws of Canada or any province or territory thereof) formed by such consolidation or into which the Company shall have been merged or by the Person which shall have acquired the Company's properties and assets; (b) after giving effect to such transaction, no Event of Default, and no event which, after notice or lapse of time or both, would become an Event of Default, shall have occurred and be continuing; and (c) if the Company will not be the resulting, continuing or surviving corporation, the Company shall have, at or prior to the effective date of such consolidation, amalgamation, merger or sale, conveyance, transfer or lease, delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer complies with Article VIII of the Indenture and, if a supplemental indenture to the Indenture is required in connection with such transaction, such supplemental indenture complies with Article VIII of the Indenture, and that all conditions precedent herein provided for relating to such transaction have been complied with; provided however, for purposes of the foregoing, the sale, conveyance, transfer or lease (in a single transaction or a series of related transactions) of the properties and assets of one or more Subsidiaries of the Company (other than to the Company, or another wholly-owned subsidiary of the Company), which, if such properties or assets were directly owned by the Company, would constitute all or substantially all of the properties and assets of the Company and its Subsidiaries, taken as a whole, shall be deemed to be the sale, conveyance, transfer or lease of all or substantially all of the properties and assets of the Company.

13. UNCLAIMED MONEY

If money for the payment of principal, or money for the payment of interest remains unclaimed for five years, the Trustee and any Paying Agent will remit the money (without interest) back to the Company at its written request, subject to applicable unclaimed property law and the provisions of the Indenture. After that, Holders entitled to money must look to the

Company for payment as general creditors unless an applicable abandoned property law designates another person.

14. AMENDMENT, SUPPLEMENT AND WAIVER

Subject to certain exceptions, which require the consent of the holders of not less than 90% of the aggregate principal amount of the Debentures outstanding as set forth in the Indenture, the Indenture or the Debentures may be amended or supplemented with the consent of the Holders of at least a majority in aggregate principal amount of the Debentures then outstanding, and an existing Default or Event of Default and its consequence or compliance with any provision of the Indenture or the Debentures may be waived in a particular instance with the consent of the Holders of a majority in aggregate principal amount of the Debentures then outstanding. Without the consent of or notice to any Holder, the Company and the Trustee may amend or supplement the Indenture or the Debentures to, among other things, cure any ambiguity, defect or inconsistency or make any other change that does not adversely affect the rights of the Holders in any material respect.

15. SUCCESSOR ENTITY

When a successor corporation assumes all the obligations of its predecessor under the Debentures and the Indenture in accordance with the terms and conditions of the Indenture, the predecessor corporation (except in certain circumstances specified in the Indenture) shall be released from those obligations.

16. DEFAULTS AND REMEDIES

Under the Indenture, an Event of Default shall occur if:

- (a) the Company shall fail to pay when due the principal amount on or in respect of any Debenture when the same becomes due and payable whether at the Final Maturity Date, acceleration or otherwise; or
- (b) the Company shall fail to pay an installment of cash interest on any of the Debentures, which failure continues for five (5) Business Days after the date when due; or
- (c) the Company or its Subsidiaries, as applicable, shall fail to perform or observe in any material respect any other term, covenant or agreement contained in the Debentures, this Indenture or the Security Documents, including, without limitation, the restriction contained at Section 7.11 of the Indenture; or
- (d) the Company defaults in the payment of principal when due, upon maturity, demand or otherwise on, or fails to make any payment or take any action that results in acceleration of, other indebtedness of the Company for borrowed money where the aggregate principal amount with respect to which the default or acceleration has occurred exceeds \$200,000 and such default or acceleration has not been rescinded or annulled or such indebtedness repaid within a period of 30 days after receipt of a Notice of Default, provided that if any such default or

acceleration is cured, waived, rescinded or annulled, then the Event of Default by reason thereof shall be deemed not to have occurred; or

- (e) if and for so long as any Senior Indebtedness (including, for certainty, any credit facilities established under the CWB Commitment Letter or any other credit agreement or other instrument or document to refinance or replace such credit facility) is made available to the Company, an event of default has occurred and is continuing thereunder or any demand for payment is made by or on behalf of the Senior Creditor thereunder; or
- (f) if one or more final judgments, decrees or orders, after available appeals have been exhausted, shall be awarded against the Company or any of its Subsidiaries for an aggregate amount in excess of \$100,000 and the Company or its Subsidiaries have not either satisfied such judgments, decrees or orders or provided security for any of such judgments, decrees or orders within 20 days of such judgment, decree or order being awarded; or
- (g) except in accordance with Section 8.1 of the Indenture, if the Company ceases to carry on business; or
- (h) if any of the Indenture, the Debentures or any Security or any material provision of any of the foregoing shall at any time for any reason cease to be in full force and effect, be declared to be void or voidable (and the same is not forthwith effectively rectified or replaced by the Company) or shall be repudiated, or the validity or enforceability thereof shall at any time be contested by the Company or the Company shall deny that it has any or any further liability or obligation thereunder, or at any time it shall be unlawful or impossible for them to perform any of their respective obligations under this Indenture, the Debentures or the Security; or
- (i) the Company pursuant to or within the meaning of any Bankruptcy Law:
 - (i) commences as a debtor a voluntary case or proceeding; or
 - (ii) consents to the entry of an order for relief against it in an involuntary case or proceeding or the commencement of any case against it; or
 - (iii) consents to the appointment of a Receiver of it or for all or substantially all of its property; or
 - (iv) makes a general assignment for the benefit of its creditors; or
 - (v) files a petition in bankruptcy or answer or consent seeking reorganization or relief; or
 - (vi) consents to the filing of such a petition or the appointment of or taking possession by a Receiver; or

- (j) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:
- (i) grants substantive relief against the Company in an involuntary case or proceeding or adjudicates the Company insolvent or bankrupt; or
 - (ii) appoints a Receiver of the Company or for all or substantially all of the property of the Company; or
 - (iii) orders the winding up or liquidation of the Company;

and in each case the order or decree remains unstayed and in effect for 30 consecutive days.

The term "**Bankruptcy Law**" means the *Bankruptcy and Insolvency Act* (Canada) (or any successor thereto), the *Companies' Creditors Arrangement Act* (Canada) (or any successor thereto), or *Title 11, United States Code* (or any successor thereto) or any similar Canadian federal or provincial, United States or foreign law for the relief of debtors. The term "**Receiver**" means any receiver (interim or otherwise), trustee, assignee, liquidator, sequestrator or similar official under any Bankruptcy Law.

If a Default or an Event of Default occurs and is continuing and if it is known to the Trustee, the Trustee shall mail to each Holder of a Debenture (and to beneficial owners as required by applicable law) notice of all uncured Defaults or Events of Default known to it within 30 days after it becomes known to the Trustee. However, the Trustee may withhold the notice if and for so long the Trustee in good faith determines that withholding notice is in the interests of Holders of Debentures, provided the Trustee gives notice to the Company in writing, and except in the case of a Default or an Event of Default in payment of the principal of, or premium, if any, or interest on any Debenture when due or in the payment of any purchase obligation.

Upon the occurrence of an Event of Default which is continuing, the Trustee may, and shall if so required by the Debentureholders acting by Extraordinary Resolution, by notice in writing to the Corporation declare the Principal Sum and all accrued Interest thereon and other amounts owing hereunder and under the Debentures to be immediately due and payable and the same shall become immediately due and payable and the Company shall forthwith pay the same to the Trustee failing which all rights and remedies of the Trustee and the Debentureholders hereunder or at law or equity in respect of such non-payment shall become enforceable; provided that upon the occurrence of an Event of Default specified in either of clauses (i) or (j) above, all Indebtedness hereunder shall automatically become due and payable without any requirement that notice be given to the Company.

17. NO RECOURSE AGAINST OTHERS

A director, officer, employee or shareholder, as such, of the Company shall not have any liability for any obligations of the Company under the Debentures or the Indenture nor for any claim based on, in respect of or by reason of such obligations or their creation. The Holder of this Debenture by accepting this Debenture waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this Debenture.

18. AUTHENTICATION

This Debenture shall not be valid until the Trustee or an authenticating agent manually or by facsimile signs the certificate of authentication on the other side of this Debenture.

19. ABBREVIATIONS AND DEFINITIONS

Customary abbreviations may be used in the name of the Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian) and UGMA (= Uniform Gifts to Minors Act).

All terms defined in the Indenture and used in this Debenture but not specifically defined herein are defined in the Indenture and are used herein as so defined.

20. INDENTURE TO CONTROL; GOVERNING LAW

In the case of any conflict between the provisions of this Debenture and the Indenture, the provisions of the Indenture shall control. This Indenture and the Debentures shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein. The Company has submitted to the non-exclusive jurisdiction of any court of the Province of Alberta for purposes of all legal actions and proceedings instituted in connection with the Indenture and the Debentures.

The Company will furnish to any Holder, upon written request and without charge, a copy of the Indenture. Requests may be made to: Whitemud Resources Inc., c/o Burstall Winger LLP, Suite 1600, 333 – 7 Avenue S.W., Calgary, Alberta T2P 2Z1 Attention: Chief Financial Officer, Facsimile No: (403) 265-8565 Telephone No.: (403) 234-3337.

SCHEDULE 1
ASSIGNMENT FORM

To assign this Debenture, fill in the form below:

I or we assign and transfer this Debenture
to _____

(Insert assignee's soc. Sec. or tax I.D. no.)

(Print or type assignee's name, address and postal code)

and irrevocably appoint

agent to transfer this Debenture on the books of the Company. The agent may substitute another
to act for him or her.

Your signature

Date: _____

(sign exactly as your name appears on the
other side of this Debenture)

*Signature guaranteed by:

By: _____

The signature must be guaranteed by a Canadian Schedule 1 chartered bank or a member of an acceptable Medallion Guarantee Program or any other guarantee program acceptable to the Registrar.

If the Debenture bears a U.S. Restrictive Legend then this Assignment Form must be accompanied by either (i) in the case of an assignment of the Debenture outside the United States under Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**Securities Act**"), at a time when the Company is a "foreign issuer", as defined in Regulation S, a declaration substantially in the form set forth in Schedule 4 hereto or such other form as the Company may from time to time prescribe, or (ii) in all other cases, an opinion of counsel or other evidence of exemption, in either case reasonably satisfactory to the Company, to the effect that the transfer is exempt from registration under the Securities Act.

The undersigned assignee hereby acknowledges that the Debenture transferred to the undersigned in accordance with the foregoing, the security securing the obligations of the Company thereunder and all rights, remedies and privileges of the undersigned as a holder of such Debenture thereunder, under such security and under the indenture governing such Debenture are subject to a subordination agreement dated August 6, 2009 between the Company, Canadian Western Bank and Olympia Trust Company and such obligations and security are subordinate and postponed to the Senior Indebtedness and Senior Security (each as defined in such indenture).

Assignee's signature

Date: _____

SCHEDULE 2

FORM OF CERTIFICATE OF EXCHANGE OR TRANSFER

FOR DEBENTURES BEARING A U.S. RESTRICTIVE LEGEND

TO: Whitemud Resources Inc.
c/o Burstall Winger LLP
Suite 1600, 333 - 7 Ave. S.W.
Calgary, Alberta T2P 2Z1

Attention: Chief Financial Officer

- and -

Olympia Trust Company
2300, 125 – 9th Avenue SE
Calgary, Alberta T2G 0P6
as trustee

for the 10.0% Secured Subordinated Debentures due December 31, 2012
of Whitemud Resources Inc.

Re: 10.0% Secured Subordinated Debentures due December 31, 2012

Reference is hereby made to the Indenture dated as of •, 2011 (the "**Indenture**"), among Whitemud Resources Inc., a corporation duly organized under the laws of Alberta (the "**Company**"), and Olympia Trust Company, a trust company organized and existing under the laws of Canada, as Trustee (the "**Trustee**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

_____ (the "**Transferor**") owns and proposes to exchange or transfer (the "**Transfer**") _____ principal amount of 10.0% Secured Subordinated Debentures due December 31, 2012 (the "**Debentures**") of Whitemud Resources Inc. (the "**Company**") held as a beneficial interest in the form of the Debenture in the name of the Transferor. The Transferor has requested an exchange or transfer of such Debentures for an equivalent beneficial interest in the unrestricted Debenture. In connection with the Transfer, the Transferor hereby certifies to the Company and Olympia Trust Company (the "**Transfer Agent**") as follows:

The Transfer to which this declaration relates is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**Securities Act**") and certifies that (a) the Transferor is not an affiliate of the Company (as that term is defined in Rule 405 under the Securities Act), (b) the offer of such securities was not made to a person in the United States and either (i) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (ii) the transaction was executed in, on or through the facilities

of the TSXV and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States, (c) neither the Transferor nor any affiliate of the Transferor nor any person acting on any of their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities, (d) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as such term is defined in Rule 144(a)(3) under the Securities Act, (e) the Transferor does not intend to replace such securities with fungible unrestricted securities and (f) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S under the Securities Act, is part of a plan or scheme to evade the registration provisions of the Securities Act. Terms used herein have the meanings given to them by Regulation S under the Securities Act.

This Certificate and the statements contained herein are made for the benefit of the Company and the Transfer Agent in connection with the Transfer of the Debentures contemplated hereby. The Transferor undertakes to inform the Company and the Transfer Agent promptly upon becoming aware of any development or occurrence that would render any of the foregoing representations inaccurate or incomplete prior to the completion of the Transfer.

Dated: _____

Name of Seller

By: _____
[Name]
[Title]