

**TRICON CAPITAL GROUP INC.
DIVIDEND REINVESTMENT PLAN**



Tricon Capital Group Inc. – DIVIDEND REINVESTMENT PLAN

1.0 Introduction

The Dividend Reinvestment Plan dated November 15, 2012, as amended as of May 10, 2016 (the “**Plan**”), of Tricon Capital Group Inc. (the “**Corporation**”) provides registered holders (“**Shareholders**”) of common shares of the Corporation (“**Common Shares**”) who are eligible to participate in the Plan with the opportunity to reinvest their cash dividends paid on the Common Shares (“**Dividends**”) to purchase additional Common Shares at a price equal to the Average Market Price (defined below) on the applicable Dividend Payment Date (defined below), less a discount of up to 5% in the case of a Treasury Purchase (defined below). No commissions, service charges or brokerage fees are payable by Participants under the Plan, and the Corporation bears all administrative costs of operating the Plan.

The Plan provides an efficient, convenient and cost-effective way for existing Shareholders to acquire additional Common Shares. The Common Shares acquired under the Plan will, at the discretion of the Corporation, either be purchased on the Canadian open market, including through the facilities of the Toronto Stock Exchange (the “**TSX**”) or issued by the Corporation from treasury. Therefore, the Plan also provides a means by which the Corporation may retain and reinvest Dividends.

2.0 Definitions

In this Plan:

“**Average Market Price**” has the meaning ascribed thereto in the section of this Plan entitled “*Price of Common Shares*”;

“**Beneficial Owner**” means a beneficial owner of Common Shares that is registered in the name of CDS or a Nominee;

“**Business Day**” means any day on which the offices of the Plan Agent in Toronto, Ontario are generally open for the transaction of commercial business, but does not in any event include a Saturday, Sunday or civic or statutory holiday in Ontario or a day on which the TSX is closed;

“**CDS**” refers to The Canadian Depository for Securities Limited, which acts as a nominee for certain Canadian brokers, investment dealers, financial institutions and other nominees, or its nominee or successor, as applicable;

“**CDS Participant**” refers to a broker, investment dealer, financial institution or other nominee, in its capacity as a participant in the CDS depository service, who holds Common Shares registered in the name of CDS on behalf of, or for the account of, eligible Beneficial Owners of Common Shares and who is acting on behalf of such Beneficial Owners with respect to their participation in the Plan;

“**Dividend Payment Date**” refers to the date of the payment of a Dividend;

“**Dividend Record Date**” refers to the record date in respect of a Dividend;

“**Enrollment Form**” refers to the Dividend Reinvestment Enrollment – Participant Declaration form;

“Investment Period” refers to the period commencing the first (1st) trading day following a Dividend Payment Date and concluding within five (5) trading days following such Dividend Payment Date;

“Nominee” refers to a broker, investment dealer, financial institution or other nominee who holds Common Shares registered in its own name on behalf of eligible Beneficial Owners of Common Shares;

“Non-CDS Participant” refers to a Participant who is not CDS;

“Participant” means an eligible registered holder of Common Shares who, on the applicable Dividend Record Date, is enrolled in the Plan (provided that a reference to a Participant shall only refer to CDS to the extent CDS participates in the Plan based on instructions received from CDS Participants and to Nominees to the extent such Nominees have enrolled in the Plan on behalf of eligible Beneficial Owners of Common Shares);

“Plan Agent” means Equity Financial Trust Company, its successors or assigns, or such other trust company as is appointed by the Corporation from time to time to act as plan agent under the Plan;

“Tax Act” means the *Income Tax Act* (Canada), as amended from time to time; and

“Toronto time” means Eastern Time.

As used herein, words importing the singular number also shall include the plural and *vice versa* and words importing gender shall include all genders.

3.0 Advantages

The Plan offers eligible Shareholders the opportunity, at their option, to reinvest Dividends payable in respect of their Common Shares without paying any commissions, service charges or brokerage fees.

The Plan Agent, on behalf of Participants, will acquire Common Shares pursuant to the Plan as directed by the Corporation. Common Shares purchased under the Plan on behalf of Non-CDS Participants will be held under the Plan for the account of such Participants. Dividends in respect of Common Shares that are held under the Plan by the Plan Agent for the account of a Non-CDS Participant are automatically reinvested in Common Shares in accordance with the Plan.

Common Shares purchased under the Plan on behalf of CDS will not be held under the Plan by the Plan Agent for the account of the Beneficial Owners, but will instead be credited to CDS. CDS will then credit the accounts of CDS Participants, who in turn will credit the accounts of the Beneficial Owners, as applicable.

Beneficial Owners who wish to participate in the Plan should consult their broker, investment dealer, financial institution or other nominee who holds their Common Shares to enquire as to what fees (if any) their nominees may charge to enroll or participate in the Plan on their behalf.

Full reinvestment of Dividends is possible because the Plan permits a fractional interest in a whole Common Share (to four decimal places) for any amount that cannot be reinvested as a whole Common Share to be credited to the account of a Non-CDS Participant.

4.0 Costs

No commissions, service charges or brokerage fees are payable by Participants in connection with the purchase of Common Shares under the Plan. All administrative costs of the Plan, including the fees and expenses of the Plan Agent, will be paid by the Corporation.

Beneficial Owners should consult with their applicable CDS Participants or Nominees to determine the procedures and costs (if any) for participation in the Plan. The administrative practices of such nominees may vary and, accordingly, the various dates by which actions must be taken and documentary requirements set out in the Plan may not be the same as those required by the Plan Agent. There may be a fee charged by some nominees for participation in the Plan, which will not be covered by the Corporation.

5.0 Eligibility

Unless otherwise announced by the Corporation, Shareholders who are not residents of Canada for the purposes of the Tax Act are not entitled to participate, directly or indirectly, in the Plan.

The Corporation and the Plan Agent reserve the right to deny participation in the Plan to any person or agent of any person who appears to be, or who the Corporation or the Plan Agent has reason to believe is, subject to the laws of any jurisdiction which do not permit participation in the Plan. In such circumstances, the Corporation or Plan Agent may require as a condition of participation or continued participation in the Plan that the Shareholder provide a declaration satisfactory to the Corporation that the person is not a non-resident of Canada.

See also "*Termination of Participation*" below.

The Corporation reserves the right to determine, from time to time, a minimum number of Common Shares that a Shareholder must hold in order to be eligible for, or continue to be enrolled in, the Plan. The Corporation reserves the right to refuse participation to, or cancel participation of, any person who, in the opinion of the Corporation, is participating in the Plan primarily with a view to arbitrage trading.

CDS will not have any duty to inquire into the residency status of the Beneficial Owners who enroll in the Plan through their CDS Participants, nor will CDS be required to know the residency status of such Beneficial Owners.

6.0 Enrollment

Registered Holders other than CDS

Eligible Shareholders (other than CDS) may enroll in the Plan by delivering to the Plan Agent a duly completed and signed Enrollment Form. Such registered Shareholders may enroll all or a portion of the Common Shares held by duly completing the Enrollment Form. The Enrollment Form will direct the Corporation to forward to the Plan Agent all Dividends in respect of Common Shares registered in the name of the Non-CDS Participant, and will direct the Plan Agent to reinvest such Dividends, together with Dividends in respect of Common Shares held by the Plan Agent for such Participant's account under the Plan, in additional Common Shares in accordance with and subject to the provisions of the Plan.

An Enrollment Form may be obtained from the Plan Agent at any time at www.tmxequitytransferservices.com/resources/investor-centre, or by calling the toll free number 1.866.393.4891, or from the Corporation's website at www.triconcapital.com under Investor Information.

A duly completed Enrollment Form must be received by the Plan Agent no later than 3:00 p.m. (Toronto time) on the fifth (5th) Business Day immediately preceding the relevant Dividend Record Date in order to take effect on the Dividend Payment Date to which that Dividend Record Date relates. An Enrollment Form received by the Plan Agent after that time will not take effect until the subsequent Dividend Payment Date.

Beneficial Owners

Beneficial Owners whose Common Shares are registered in the name of CDS or Nominees may not directly enroll in the Plan. Such Beneficial Owners may participate in the Plan only if they (i) transfer their Common Shares into their own name and then enroll in the Plan directly, or (ii) arrange for their applicable CDS Participants or Nominees to enroll in the Plan on their behalf.

Eligible Beneficial Owners should contact their applicable CDS Participants or Nominees through which they hold their Common Shares to provide instructions regarding their participation in the Plan.

Where eligible Beneficial Owners wish to enroll in the Plan through their CDS Participants, CDS Participants must, on behalf of such Beneficial Owners, elect online via CDSX prior to 5:00 p.m. (Toronto time) on the Dividend Record Date on which the Beneficial Owners intend to start participating in the Plan (or such other deadline as CDS may set from time to time).

Where eligible Beneficial Owners wish to enroll in the Plan through their Nominees, Nominees must ensure the Plan Agent receives the appropriate instructions prior to 3:00 p.m. (Toronto time) on the fifth (5th) Business Day immediately preceding the relevant Dividend Record Date in order to take effect on the Dividend Payment Date to which that Dividend Record Date relates.

Once enrolled in the Plan, participation in the manner elected by the Participant continues automatically until the Plan is terminated by the Corporation or until such participation in the Plan is terminated by the Participant or otherwise in accordance with the Plan.

See "*Termination of Participation*" and "*Amendment, Suspension or Termination of the Plan*" below.

7.0 Sources of Plan Shares

The Common Shares acquired by the Plan Agent pursuant to the Plan will be, at the Corporation's discretion, either newly issued Common Shares purchased from the Corporation (a "**Treasury Purchase**") or Common Shares purchased on the Canadian open market, which includes through the facilities of the TSX and/or alternative Canadian markets (a "**Market Purchase**").

In each press release announcing the declaration of a Dividend, the Corporation will announce whether the Common Shares to be purchased under the Plan with respect to such Dividend will be purchased by way of a Treasury Purchase or a Market Purchase.

No assurances can be made that there will be a sufficient number of additional Common Shares available to satisfy the requirements of the Plan. If, for any given Dividend, the Corporation has elected to proceed by way of a Market Purchase but insufficient Common Shares are available in the market during the Investment Period to satisfy the requirements of the Plan, any deficit will be made up by a supplementary Treasury Purchase at the end of the Investment Period (a “**Supplementary Treasury Purchase**”), with the price of Common Shares purchased under a Supplementary Treasury Purchase being the average price of the Common Shares successfully purchased by Market Purchase during the relevant Investment Period.

8.0 Determination of Availability of Common Shares for Treasury Purchase

If, for a given Dividend, the Corporation elects to proceed by way of a Treasury Purchase, the Corporation will also determine, no later than the Business Day following the applicable Dividend Record Date, the number of Common Shares, if any, that will be made available for a Treasury Purchase.

If, in respect of any Dividend Payment Date, the amount of shareholders’ equity issuable under the Plan exceeds the limit, if any, on new equity available as may be set by the Corporation, then the available equity will be prorated among all Participants according to the relative number of their participating Common Shares.

If the Corporation determines not to issue Common Shares for a Treasury Purchase, and not to effect a Market Purchase on a particular Dividend Payment Date, then Participants will receive from the Corporation the regular Dividends in cash which they would otherwise be entitled to receive on such date and which will not be reinvested in the Plan as a result of such determination.

9.0 Price of Common Shares

The Average Market Price of the Common Shares purchased under the Plan in respect of a particular Dividend Payment Date will be:

- (a) in the case of Treasury Purchases (with the exception of any Supplementary Treasury Purchase), based on the daily volume weighted average trading price of Common Shares (calculated to four decimal places) on the TSX for the five (5) trading days immediately preceding such Dividend Payment Date. The Average Market Price, in the case of Treasury Purchases, is calculated by dividing the total value of Common Shares traded by the total volume of Common Shares traded during such period, as adjusted for certain events as set forth below; and
- (b) in the case of Market Purchases, the average weighted cost (excluding any brokerage commissions, which will be paid by the Corporation) of all Common Shares so purchased by the Plan Agent at prevailing market prices through the Canadian open markets, which include the facilities of the TSX and/or alternative Canadian markets. The Common Shares will be purchased over a period of five (5) trading days following the Dividend Payment Date. If insufficient Common Shares are available in the market during the Investment Period to satisfy the requirements of the Plan, any deficit will be made up by a Supplementary Treasury Purchase.

The Average Market Price will be appropriately adjusted for any subdivision, consolidation or similar *pro rata* change in the number of outstanding Common Shares into a greater or lesser number of Common Shares, any reclassification of Common Shares into other securities of the

Corporation, or any issue of Common Shares or other securities or assets of the Corporation (other than dividends in the ordinary course) to the holders of all or substantially all of the then outstanding Common Shares, the effective date of which or the record date for which falls within the five (5) trading day period for which the Average Market Price is calculated.

Discount on Treasury Purchases

In the case of a Treasury Purchase (with the exception of any Supplementary Treasury Purchase), the Common Shares so purchased shall be purchased at a price equal to the Average Market Price less a discount of up to 5% in respect of the applicable Dividend Payment Date, which discount (if any) the Board of Directors of the Corporation shall determine from time to time. In each press release announcing the declaration of a Dividend, the Corporation will announce the discount, if any, applicable to any Treasury Purchases in respect of the applicable Dividend Payment Date.

10.0 Fractional Interests

Non-CDS Participants

Full reinvestment is possible under the Plan as the Plan Agent will credit to the account of each Non-CDS Participant, on each reinvestment made under the Plan, a fractional interest in a whole Common Share (to four decimal places) for any amount that cannot be reinvested in whole Common Shares.

The Corporation will from time to time issue to the Plan Agent such number of whole Common Shares as is necessary or desirable to accommodate the fractional interests of all Non-CDS Participants.

In certain events described herein, a Non-CDS Participant or its legal representative will be entitled to receive a cheque in payment of the value of any fractional Common Share interest remaining in such Participant's account based on the Average Market Price for the most recent Dividend Payment Date prior to the applicable event. Upon such payment being sent to the Participant or its legal representative, the Participant's fractional interest will be deemed to be cancelled.

The crediting of fractional interests in favour of Beneficial Owners who participate in the Plan through a Nominee will depend on the policies of that Nominee.

CDS

No fractional interest will be maintained under the Plan on behalf of CDS. A cheque for any remaining uninvested funds will be issued in lieu of fractional interests by the Plan Agent, on behalf of the Corporation, to CDS after the completion of each Investment Period. CDS will, in turn, credit such payments to Beneficial Owners via their CDS Participants in accordance with the CDS rules.

11.0 Administration of the Plan

Equity Financial Trust Company ("**Equity**") currently acts as Plan Agent under the Plan for and on behalf of the Participants. If Equity ceases to act as Plan Agent for any reason, another qualified trust company will be designated by the Corporation to act as Plan Agent and Participants will be promptly notified of the change.

Under the Plan, the Corporation will pay to the Plan Agent, on or before each Dividend Payment Date, all Dividends in respect of Common Shares registered in the name of Participants enrolled in the Plan. The Plan Agent will apply such funds to purchase the Common Shares required to satisfy the terms of the Plan, either by Treasury Purchase or Market Purchase, as directed by the Corporation. In no event will interest be paid to Participants on any funds held for reinvestment under the Plan.

The Common Shares so purchased under the Plan (including fractions of Common Shares computed to four decimal places) will be credited to the applicable Participants' accounts.

Common Shares purchased under the Plan on behalf of CDS will not be held under the Plan by the Plan Agent for the account of the Beneficial Owners, but will instead be credited to CDS. CDS will then credit the accounts of CDS Participants, who in turn will credit the accounts of the Beneficial Owners, as applicable.

12.0 Accounts and Reports to Participants

An account will be maintained by the Plan Agent for each Participant with respect to purchases of Common Shares under the Plan on behalf such Participant. An unaudited statement of account regarding purchases under the Plan will be mailed on a quarterly basis by the Plan Agent to each Participant.

These statements of account are a Participant's continuing record of purchases of Common Shares made on behalf of such Participant pursuant to the Plan and should be retained for income tax purposes.

Beneficial Owners may or may not be provided with such statements of account from their applicable CDS Participants or Nominees. Beneficial Owners should contact their respective CDS Participants or Nominees to determine the procedures for requesting statements.

13.0 Share Certificates for Common Shares purchased under the Plan

Common Shares purchased and held under the Plan by the Plan Agent will be registered in the name of the Plan Agent, or its nominee, or recorded in accounts designated by the Plan Agent, for the accounts of Non-CDS Participants. Certificates for whole Common Shares will be issued to Non-CDS Participants only if (i) the Plan is terminated by the Corporation, (ii) participation in the Plan is terminated by a Non-CDS Participant or by the Corporation, or (iii) a Non-CDS Participant withdraws all or some of its whole Common Shares held by the Plan Agent for such Participant without terminating participation in the Plan from its account under the Plan.

Certificates will only be issued for whole Common Shares in the name of the applicable Non-CDS Participant. A Non-CDS Participant may have a certificate issued in such Participant's name for any number of whole Common Shares held by the Plan Agent under the Plan for the account of such Participant by duly completing the withdrawal request located on the reverse side of the statement of account and delivering such executed request to the Plan Agent. Any Common Shares (including any fraction of a Common Share) remaining in such Participant's account will continue to be held by the Plan Agent under the Plan for the account of such Participant.

The Plan Agent will generally issue share certificates to a Non-CDS Participant within 10 business days of receipt of a withdrawal request.

Unless and until the Corporation terminates its relationship with CDS, a Beneficial Owner who participates in the Plan through a CDS Participant will not be entitled to receive a certificate evidencing ownership of Common Shares from the Plan Agent.

14.0 Disposition of Common Shares held Under the Plan

Common Shares held by the Plan Agent under the Plan for the account of a Participant may not be sold, pledged or otherwise disposed of by the Participant while so held. Participants who wish to sell, pledge or otherwise dispose of any Common Shares held by the Plan Agent under the Plan for their account will first be required to request that a certificate representing such Common Shares be issued in their name by the Plan Agent.

15.0 Rights Offering

If the Corporation issues to Shareholders rights to subscribe for additional Common Shares or other securities, rights certificates will be issued by the Corporation to each Participant for the number of whole Common Shares held under the Plan on the record date for such rights issue, plus the number of Common Shares, if any, held of record by such Participant. No such right will be made available in respect of a fraction of a Common Share in a Participant's account on such record date.

16.0 Subdivisions

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

17.0 Shareholder Voting

Whole Common Shares held under the Plan by the Plan Agent for a Non-CDS Participant's account on the record date for a vote of Shareholders will be voted in accordance with such Participant's instructions given on a form to be furnished to the Participant by the Plan Agent. Common Shares for which voting instructions are not received will not be voted. No voting rights will attach to any fraction of a Common Share held for a Participant's account under the Plan.

18.0 Taxes

Participants should consult their tax advisors concerning the tax implications of their participation in the Plan. The reinvestment of Dividends on Common Shares does not relieve the Participant of any liability for income tax which may have been otherwise payable on such Dividends.

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

19.0 Termination of Participation

Beneficial Owners who are enrolled in the Plan through CDS Participants and Nominees and who wish to terminate their participation in the Plan must so advise their respective CDS Participants or Nominees, who will terminate participation in the Plan on behalf of such Beneficial Owners.

Voluntary Termination

A Non-CDS Participant may voluntarily terminate its participation in the Plan by duly completing and sending to the Plan Agent the termination notice located on the reverse side of the statement of account that is mailed to the Participants from time to time (a “**Termination Notice**”).

Generally, a Termination Notice will be processed within 10 Business Days of its receipt by the Plan Agent. However, no termination request will be processed between the Dividend Record Date and the end of the Investment Period.

If a Termination Notice is not received by the Plan Agent before 3:00 p.m. (Toronto time) on the fifth (5th) Business Day immediately preceding a Dividend Record Date (the “**Termination Deadline**”), the Participant’s account will not be closed, and the Participant’s enrollment in the Plan will not be terminated, until after the Dividend Payment Date to which such Dividend Record Date relates.

Upon termination of participation by Termination Notice, a certificate for the number of whole Common Shares held by the Plan Agent under the Plan for the account of such Participant will be issued to, and in the name of, such Participant, together with a cheque for the value of any remaining fraction of a Common Share held for the account of such Participant (based on the Average Market Price used for Treasury Purchases for the immediately preceding Dividend Payment Date). Any fraction of a Common Share held for the account of such Participant will be cancelled in exchange for such cash payment.

A duplicate statement of account containing the Termination Notice and withdrawal vouchers may be obtained from the Plan Agent at its address set out below or by calling the Equity’s contact centre at 1.866.393.4891.

Involuntary Termination by Death

Participation in the Plan will also be terminated automatically following receipt by the Plan Agent of a written notice and sufficient evidence of the death of a Participant.

If a notice of a Participant’s death is not received by the Plan Agent before the Termination Deadline, the Participant’s account will not be closed, and the Participant’s enrollment in the Plan will not be terminated, until after the corresponding Dividend Payment Date.

Upon termination of participation by death, a certificate for the number of whole Common Shares held by the Plan Agent under the Plan for the account of such Participant will be issued to, and in the name of, such Participant’s estate, together with a cheque for the value of any remaining fraction of a Common Share held for the account of such Participant (based on the Average Market Price used for Treasury Purchases for the immediately preceding Dividend Payment Date). Any fraction of a Common Share held for the account of such Participant will be cancelled in exchange for such cash payment.

Involuntary Termination for ceasing to be a Resident of Canada

Participation in the Plan of a Participant will be terminated automatically in the event that a Participant ceases to be a resident of Canada for the purposes of the Tax Act, and the Participant must forthwith deliver to the Plan Agent a written notice stating the occurrence of such event. To the extent that a Participant ceases to be a resident of Canada, Dividends will be subject to applicable non-resident withholding tax.

Upon such termination of participation, a certificate for the number of whole Common Shares held by the Plan Agent under the Plan for the account of such Participant will be issued to, and in the name of, such Participant, together with a cheque for the value of any remaining fraction of a Common Share held for the account of such Participant (based on the Average Market Price used for Treasury Purchases for the immediately preceding Dividend Payment Date). Any fraction of a Common Share held for the account of such Participant will be cancelled in exchange for such cash payment.

20.0 Amendment, Suspension or Termination of the Plan

The Corporation reserves the right to amend, suspend or terminate the Plan at any time, provided that (i) such action shall have no retroactive effect that would prejudice the interests of Shareholders, and (ii) any amendments to the Plan will be subject to the prior approval of the TSX. In the event that the Corporation amends the Plan, no written notice of any such amendment will be sent to the Participants unless the interests of Participants are, in the opinion of the Corporation, materially prejudiced as a result of such amendment. Generally, no notice will be given to Participants regarding any amendments to the Plan intended to cure, correct or rectify any ambiguities, defective or inconsistent provisions, errors, mistakes or omissions.

In the event that the Corporation suspends or terminates the Plan, all Participants will be sent written notice of such suspension or termination. Upon termination of the Plan, the Plan Agent will send to each Participant a certificate for whole Common Shares held for the Participant's account under the Plan and a cheque for the value of any remaining fraction of a Common Share in such Participant's account (based on the Average Market Price used for Treasury Purchases for the immediately preceding Dividend Payment Date). Any fractional interest in a Common Share held for the account of such Participant will be cancelled in exchange for such cash payment.

In the event that the Corporation suspends or terminates the Plan, no investment in Common Shares will be made by the Plan Agent on the Dividend Payment Date immediately following the effective date of such termination, and any Dividend paid after the effective date of such termination that would, but for the termination, be reinvested under the Plan, will be paid to the Participants in cash.

The operation and implementation of the Plan is subject to compliance with all applicable legal requirements, including obtaining all appropriate regulatory approvals and exemptions from registration and prospectus requirements, and the requirements of the TSX or any other stock exchange on which Common Shares of the Corporation may be listed at the applicable time.

21.0 Responsibilities of the Corporation and the Plan Agent

Neither the Corporation, the Plan Agent nor any of their respective directors, officers, shareholders or representatives will be liable to any registered or beneficial Shareholder or to CDS or any CDS Participant, Non-CDS Participant or Nominee for any act done in good faith or

good faith omission in connection with the operation and implementation of the Plan, including, without limitation, any claims or liability:

- (a) relating to the prices and times at which Common Shares are purchased under the Plan for the account of a Participant;
- (b) relating to any decision made by or on behalf of the Corporation not to make any shareholders' equity available under the Plan, or to limit the amount of equity available under the Plan, for any Dividend Payment Date;
- (c) arising out of a prorating, for any reason, of the number of Common Shares that may be acquired by a Participant under the Plan, in the circumstances described herein;
- (d) relating to any decision to amend, suspend, terminate or replace the Plan in accordance with the terms herein;
- (e) arising out of the involuntary termination of a Shareholder's enrollment in the Plan in the circumstances described herein;
- (f) arising out of any failure to terminate an individual Participant's enrollment in the Plan upon such Participant's death before receipt of written notice of death; or
- (g) relating to the income or other tax considerations to a Shareholder of enrolling in and acquiring beneficial ownership of Common Shares issued pursuant to the Plan.

22.0 Risks under the Plan

Participants and Beneficial Owners should recognize that there is no assurance that, in the future, Dividends will be declared in any particular amount, at any particular time, or at all on the Common Shares.

Investment by Participants and Beneficial Owners in Common Shares acquired under the Plan is no different from an investment in Common Shares directly held. Accordingly, neither the Corporation nor the Plan Agent can assure a profit or protect Participants and Beneficial Owners against a loss on Common Shares acquired under the Plan and each Participant and Beneficial Owner shall bear the risk of loss and realize the benefits of any gain from market price changes with respect to Common Shares acquired under the Plan. Risks relating to an investment in Common Shares are generally described and updated from time to time in the Corporation's public disclosure record, as available on the System for Electronic Document Analysis and Retrieval (SEDAR) at www.sedar.com.

23.0 Governing Law

The Plan shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

24.0 Interpretation

Any issues of interpretation arising in connection with the Plan or its application shall be conclusively determined exclusively by the Corporation.

25.0 Notices

All notices or other documents required to be given to Participants under the Plan, including certificates for Common Shares and cheques, shall be mailed to Non-CDS Participants at their address as shown in the register of Shareholders maintained by the registrar and transfer agent of the Corporation, and to Beneficial Owners who participate in the Plan at their addresses as shown in the accounts or other records maintained by CDS Participants or Nominees.

Notices to the Plan Agent shall be sent to:

Equity Financial Trust Company
200 University Avenue, Suite 300
Toronto, Ontario
M5H 4H1
Attention: Dividend Reinvestment Department

Notices to the Corporation shall be sent to:

Tricon Capital Group Inc.
1067 Yonge Street
Toronto, Ontario
M4W 2L2
Attention: Chief Financial Officer

26.0 Additional Information

Details concerning the Corporation and its Dividends are available on SEDAR (www.sedar.com). The Common Shares are traded on the TSX under the symbol "TCN".

27.0 Effective Date:

The Plan becomes effective for Dividends in respect of Shareholders of record on December 31, 2012.

TRICON CAPITAL GROUP INC. DIVIDEND REINVESTMENT PLAN QUESTIONS & ANSWERS

Question: What is the Dividend Reinvestment Plan?

Answer: It is a Plan that enables holders of Common Shares of Tricon Capital Group Inc. (“Tricon”) to purchase Common Shares through the reinvestment of dividends in a convenient manner. Common Shares acquired under the Plan will be automatically enrolled in the Plan.

Question: What are the advantages of participating in the Plan?

Answer: The Plan allows shareholders to reinvest some or all of their dividends into the Common Shares of Tricon without incurring brokerage fees and costs normally associated with share purchases. By participating, shareholders increase their equity stake in the Corporation, thus positioning themselves for potential long-term growth in earnings and return on investment.

Tricon, in turn, benefits as it retains cash with which to grow and improve. Full investment of cash dividends is possible under this Plan because fractions of Common Shares computed to 4 decimal places will be credited to a participating registered shareholder’s account. Crediting of fractional Common Shares is not available to beneficial holders of Common Shares who participates in the Plan through CDS.

Question: How do I participate?

Answer: Participants that hold certificates for Common Shares in their own name (other than CDS) can reinvest dividends by duly completing the Enrollment Form and mailing it to Equity Financial Trust Company (the “Plan Agent”).

Beneficial holders of Common Shares that are registered in the name of CDS or Nominees may not directly enroll in the Plan. Such Beneficial Owners may participate in the Plan only if they (i) transfer their Common Shares into their own name and then enroll in the Plan directly, or (ii) arrange for the applicable CDS Participant or Nominee to enroll in the Plan on their behalf.

Beneficial Owners who wish to enroll in the Plan must contact the applicable CDS Participants or Nominees with whom they hold their Common Shares. There may be a fee charged by some intermediaries for Beneficial Owners to become registered holders. This fee will not be paid for by Tricon or the Plan Agent.

Question: Can U.S. Shareholders participate in the Plan?

Answer: No. Only Canadian residents can participate in the Plan at this time.

Question: What is the purchase price of Common Shares under the Plan?

Answer: The Plan offers eligible Shareholders the opportunity, at their option, to reinvest Dividends payable in respect of their Common Shares by purchasing additional Common Shares, at Tricon’s discretion, either directly from Tricon’s treasury or from the open market at the Average Market Price on the applicable Dividend Payment Date. The Average Market Price of the Common Shares purchased under the Plan in respect of a particular Dividend Payment Date will be:

- (a) in the case of Treasury Purchases (with the exception of any Supplementary Treasury Purchase), based on the daily volume weighted average trading price of Common Shares (calculated to four decimal places) on the TSX for the five (5) trading days immediately preceding such Dividend Payment Date. The Average Market Price, in the case of Treasury Purchases, is calculated by dividing the total value of Common Shares

traded by the total volume of Common Shares traded during such period, as adjusted for certain events as set forth in the Plan; and

- (b) in the case of Market Purchases, the average weighted cost (excluding any brokerage commissions, which will be paid by the Corporation) of all Common Shares so purchased by the Plan Agent at prevailing market prices through the Canadian open markets, which include the facilities of the TSX and/or alternative Canadian markets. The Common Shares will be purchased over a period of five (5) trading days following the Dividend Payment Date. If insufficient Common Shares are available in the market during the Investment Period to satisfy the requirements of the Plan, any deficit will be made up by a Supplementary Treasury Purchase.

Tricon will announce, by way of news release, when a dividend is declared, whether the Common Share purchase under the Plan will be effected through a Treasury Purchase or a Market Purchase. Tricon's current dividend policy is to pay dividends quarterly.

In the case of a Treasury Purchase, the additional Common Shares so purchased shall be purchased at a price equal to the Average Market Price less a discount of up to 5% in respect of the applicable Dividend Payment Date. Tricon will announce, by way of news release, when a dividend is declared, the discount (if any) applicable to Treasury Purchases.

Question: Are there other costs associated with the purchase?

Answer: No commissions, service charges or brokerage fees are payable by Participants in connection with the purchase of Common Shares under the Plan. All administrative costs of the Plan will be paid by Tricon. All funds received by the Plan Agent under the Plan will be applied to the purchase of Common Shares on behalf of the Participants. In no event will interest be paid to Participants on any funds held for reinvestment under the Plan.

Participants who hold Common Shares indirectly through CDS or Nominees should consult with their respective brokers or financial institution with whom they hold their Common Shares to determine what fees (if any) they will incur as a result of their participation in the Plan.

Question: Do Participants have to enroll all of their Common Shares in the Plan if they want to have dividends reinvested?

Answer: No. Participants (other than CDS) may indicate on the Enrollment Form a partial or full portion of their Common Shares that they would like to have enrolled in the Plan. Beneficial Owners of Common Shares may not directly enroll in the Plan. Beneficial Owners who participate in the Plan through CDS Participants or Nominees must contact their respective Nominees with respect to enrollment in the Plan.

Question: How can Common Shares be withdrawn from the Plan?

Answer: A Non-CDS Participant who is not terminating participation in the Plan may, by duly completing the withdrawal portion of the voucher located on the reverse of the statement of account which is mailed to the Participant and sending it to the Plan Agent, withdraw whole Common Shares from the Plan. Upon receipt of a withdrawal request, the Plan Agent will withdraw the specified number of whole Common Shares from such Participant's account and deliver a share certificate in the Participant's name.

Beneficial Owners who participate in the Plan through CDS Participants must contact their respective CDS Participants with respect to withdrawal from the Plan.

Question: How may a Participant terminate dividend reinvestment under the Plan?

Answer: Participants may voluntarily terminate their participation in the Plan by completing and sending the Plan Agent the termination portion of the voucher that is located on the reverse side of the statement of account which is mailed to the Participant. Generally, the termination will be processed within 10 Business Days of receipt by the Plan Agent. However, no termination request will be processed between the Dividend Record Date and the end of the Investment Period.

A certificate for whole Common Shares together with a cheque for the value of any remaining fraction of a Common Share held for the account of the Participant will be issued by the Plan Agent. Any fraction of a Common Share held for the account of the Participant will be cancelled in exchange for such cash payment.