

July 2, 2021

Urbana Corporation
150 King Street West
Suite 1702
Toronto, ON M5H 1J9

Attention: Sylvia Stinson, Chief Financial Officer

Dear Sirs/Mesdames:

Re: Uncommitted Demand Credit Facility in favour of Urbana Corporation

Pursuant to a letter loan agreement dated as of February 15, 2008, made between Urbana Corporation, a corporation incorporated under the laws of the Province of Ontario, as the borrower (the “**Borrower**”), and Bank of Montreal, as the lender (the “**Bank**”), as amended by a first amendment to loan agreement dated as of June 16, 2008, second amendment to loan agreement dated as of September 4, 2009, third amendment to loan agreement dated as of October 21, 2011, fourth amendment to loan agreement dated as of December 12, 2012, fifth amendment to loan agreement dated as of April 29, 2013, sixth amendment to loan agreement dated as of October 1, 2013, seventh amendment to loan agreement dated as of December 3, 2013, eighth amendment to loan agreement dated as of July 21, 2014, ninth amendment to loan agreement dated as of March 2, 2015, tenth amendment to loan agreement dated as of August 11, 2015 and eleventh amendment to loan agreement dated as of September 13, 2016 (as so amended, the “**Existing Loan Agreement**”) the Bank established certain credit facilities in favour of the Borrower.

The Bank and the Borrower have agreed to amend and restate the Existing Loan Agreement upon the terms and conditions set forth herein.

We are pleased to confirm that, subject to your acceptance of the conditions of this Agreement as evidenced by your signature affixed hereto, the Bank shall establish an uncommitted demand revolving credit facility (the “**Revolving Credit**”) in the maximum principal amount of Cdn. \$50,000,000 (fifty million Canadian dollars) (the “**Maximum Limit**”) in favour of the Borrower.

The Outstanding Principal Amount (as defined below) under the Revolving Credit shall not exceed the lesser of the following amounts (the “**Credit Limit**”): (a) the Maximum Limit and (b) 40% of Total Liquid Assets (as defined below), subject to the terms and conditions of this Agreement. The Revolving Credit shall, subject to the terms and conditions hereof, be available to the Borrower on the Closing Date (as defined below) by notice in writing to the Bank in Canadian Dollars (as defined below).

Accommodations under the Revolving Credit shall be used by the Borrower (i) to make additional public and private investments and (ii) for general corporate purposes (collectively, the “**Approved Purpose**”).

1. Definitions

(a) In this Agreement:

“**Acceleration Event**” means the occurrence of: (i) Demand; or (ii) an Event of Default;

“**Accommodation**” means Prime Loans advanced by the Bank as an availing of the Revolving Credit;

“**Acknowledgement**” has the meaning specified in Section 9(a)(xviii);

“**Agreement**” means this agreement between the parties hereto, including the schedules referred to herein and attached hereto;

“**AML Laws**” means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), as amended from time to time, and any other present or future Applicable Laws of any jurisdiction in respect of anti-money laundering, anti-terrorist financing, “know your client” and any government sanctions in relation thereto;

“**Anti-Corruption Laws**” means all laws, rules, and regulations of any jurisdiction applicable to the Borrower, from time to time concerning or relating to bribery or corruption;

“**Applicable Law**” means, with respect to any Person, property, transaction, event or other matters, any law, rule, statute, regulation, order, judgment, decree, treaty, directive or other requirement having the force of law (collectively, the “**Law**”) relating or applicable to such Person, property, transaction, event or other matter and shall include any interpretation of the Law or any part thereof by any Person having jurisdiction over it or charged with its interpretation or administration;

“**Approved Purpose**” has the meaning specified in the recitals of this Agreement;

“**Bank**” has the meaning specified in the recitals of this Agreement and includes its successors and assigns;

“**Banking Day**” means any day, other than Saturday and Sunday, on which commercial banks are open for business in Toronto, Ontario;

“**Bank Indebtedness**” means any present or future obligations of the Borrower to the Bank under or in connection with this Agreement, the Security Agreements or any other Loan Documents or any Hedging Agreement with the Bank;

“**Borrower**” has the meaning specified in the recitals of this Agreement and includes its successors and permitted assigns;

“Borrowing Date” shall have the meaning specified in Section 2(c);

“Borrowing Notice” means a notice in the form of Schedule “B”;

“Canadian Dollars” or “Dollars” or “Cdn. \$” or “\$” means lawful currency of Canada;

“Capital Leases” means any lease or other arrangement relating to property or assets with respect to which the obligations thereunder are required in accordance with GAAP to be capitalized on a balance sheet of a person or otherwise be disclosed as such in a note to such balance sheet.

“Closing Date” means the date hereof or such later date as may be agreed to by the Borrower and the Bank;

“Collateral” means all present and after-acquired property of the Borrower;

“Control Account” means the account of the Borrower with the Lender in respect of which the Lender is the entitlement holder (as such term is defined in the *Securities Transfer Act, 2006 (Ontario)*);

“Credit Excess” has the meaning specified in Section 2(b);

“Credit Limit” has the meaning specified in the second paragraph on page one of this Agreement;

“Default” means the occurrence of any event which would constitute an Event of Default with the giving of notice or the expiry of a cure period or grace period (including for greater certainty, any of the 30 day periods set out in the definition of Insolvency Event) without the event having been cured or both;

“Demand” means a written demand by the Bank to the Borrower for payment of all or any portion of the Bank Indebtedness;

“Event of Default” has the meaning set out in Section 10;

“Existing Loan Agreement” has the meaning specified in the recitals of this Agreement;

“Financing Indebtedness” means, at any time without duplication and whether or not contingent (i) any obligation of the Borrower for borrowed money, including without limitation the principal thereof, premium thereon (if any), interest thereon and all other fees, charges, costs and expenses on or related thereto; (ii) any obligation of the Borrower evidenced by bonds, debentures, notes or other similar instruments, including, without limitation, any such obligations incurred in connection with the acquisition of property, assets or businesses; (iii) any reimbursement obligation of the Borrower with respect to letters of credit, bankers’ acceptances or similar facilities issued for the account of the Borrower;

(iv) any obligation of the Borrower for the deferred purchase price of property or services; (v) any obligation of the Borrower that would be treated as a Capital Lease obligation in accordance with GAAP; (vi) the amount for which any Shares may be redeemed if the holders thereof are entitled at such time to require such redemption, or if the Borrower is otherwise obligated at such time to make such redemption, whether on notice or otherwise; (vii) any obligation of the Borrower pursuant to a Hedging Agreement; and (viii) any obligation of the type referred to in causes (i) through (vii) of this definition of another Person and all dividends or distributions of another Person the payment of which, in either case, the Borrower has guaranteed, directly or indirectly. The amount of Financing Indebtedness at any date shall be the outstanding balance at such date of all unconditional obligations as described above and the maximum liability of any contingent obligations in respect thereof at such date;

“**GAAP**” means as at any date of determination accounting principles which are recognized as being generally accepted in Canada, which for certainty include International Financial Reporting Standards, consistently applied;

“**Hedging Agreement**” means any arrangement or transaction between the Borrower and a bank, which has been approved in advance by the Bank in writing, which is a rate swap transaction, basis swap, forward rate transaction, interest rate option, forward foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency transaction, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of such transactions or arrangements) designed to protect or mitigate against risks in interest or currency exchange fluctuations;

“**Indebtedness**” means any obligation of the Borrower from time to time outstanding which in accordance with GAAP would be recorded as a liability on a balance sheet of the Borrower as of the date that Indebtedness is to be determined;

“**Indemnified Liabilities**” has the meaning specified in Section 4(d);

“**Insolvency Event**” shall occur with respect to any Person, if such Person (i) shall admit in writing its inability to pay its debts generally, (ii) shall make an assignment for the benefit of its creditors or file a notice of intention to make a proposal under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation (whether in Canada or any other jurisdiction) to some or all of its creditors or makes an application for an order under the *Companies' Creditors Arrangement Act* (Canada) or seeks protection under similar legislation, (iii) shall petition or apply to any Court for the appointment of a receiver, receiver manager, administrator, inspector, liquidator, agent, trustee or other similar official (each a “**Receiver**”) for it or for all or substantially all of its property, (iv) is adjudged or declared bankrupt or insolvent and such judgment or declaration is not dismissed, rescinded, withdrawn or stayed within 30 (thirty) days (provided that upon any such stay ceasing to be in full force and effect, an Insolvency Event shall thereupon be deemed to occur unless the related judgment or declaration has

theretofore been dismissed, rescinded or withdrawn), (v) is dissolved, liquidated or wound-up, an effective resolution is passed authorizing the dissolution, liquidation or winding-up of such Person or ceases to exist for any other reason, (vi) commences or files notice of any proceedings relating to it or all or substantially all of its property under any law, whether now or hereafter in effect, of any jurisdiction relating to dissolution, liquidation, winding-up, bankruptcy, insolvency, reorganization of insolvent debtors, arrangement or readjustment or moratorium of debts, (vii) consents to any such proceeding for it or for all or substantially all of its property commenced by any other Person or if there is no such consent, any such proceeding commenced by any other Person is not dismissed within 30 (thirty) days, or (viii) shall suffer the private appointment of any Receiver, and any such appointment is not set aside or stayed within 30 (thirty) days after the date that such appointment was suffered, provided that such 30-day (thirty-day) period shall only apply if such appointment was not applied for or consented to by the Borrower and is being actively and diligently contested in good faith by appropriate proceedings; provided, however, that if the Borrower makes any distribution to its Shareholders or purchases any Shares at any time after the occurrence of one of the events described above, then any 30 (thirty) days' grace period provided for in this definition of "**Insolvency Event**" shall cease to apply;

"Investment Focus" means the investment focus of the Borrower set out on page 8 of the Prospectus;

"Investment Management Agreement" means the investment management and advisory agreement dated as of December 6, 2019 between the Borrower and the Investment Manager, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the requirements of this Agreement;

"Investment Manager" means Caldwell Investment Management Ltd., a corporation incorporated under the laws of the Province of Ontario and any successor thereto;

"Judgment Currency" shall have the meaning specified in Section 29;

"Knowledge" means to the best of the Borrower's knowledge, information and belief after reasonable enquiry;

"Loan Documents" means this Agreement, the Security Agreements and any other agreements or documents executed by the Borrower in favour of the Bank in connection herewith provided, that, in no event shall the term Loan Document be deemed to include any Hedging Agreement with the Bank;

"Margin Requirement" has the meaning specified in Section 9(a)(xxxii).

"Material Adverse Effect" means a material adverse effect on (i) the present or future business, operations, properties or condition (financial or otherwise) of the

Borrower or its ability to carry on its business or a significant part thereof or its ability to perform its obligations hereunder or under the Security Agreements; or (ii) the rights of the Bank hereunder, under the Security Agreements (including the perfection and priority of the liens in favour of the Bank contemplated hereby) or under any other Loan Document;

“Material Agreements” means the Investment Management Agreement, the State Street Custodian Agreement and any other agreement entered into by the Borrower since the date of the Existing Loan Agreement which if terminated or breached would or could reasonably be expected to have a Material Adverse Effect;

“Net Asset Value” means, at any particular time, the net asset value of the Borrower at such time, calculated and determined as provided in the Prospectus;

“Official Body” means any national government or government of any political subdivision thereof, or any parliament, legislature, council, agency, authority, board, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal, grand jury, mediator or arbitrator, whether foreign or domestic, in each case having or purporting to have jurisdiction in the relevant circumstances;

“Outstanding Principal Amount” means the aggregate principal amount of all Accommodations outstanding under the Revolving Credit;

“Participants” shall have the meaning specified in Section 23;

“Permitted Custodianship” means the holding of the Portfolio under a custodianship of State Street and any sub-custodians appointed by State Street;

“Permitted Encumbrances” means (i) security interests, liens or other encumbrances not related to the borrowing of money incurred or arising by operation of law or which are incidental to the ownership of property or assets; (ii) liens for Taxes, assessments or charges or arising under any statute which are either not yet due or payable or are being diligently contested in good faith by appropriate proceedings and the enforcement of which is stayed while such items are being contested; (iii) the security interests, liens and other encumbrances created under the Security Agreements and any other security interests, liens or other encumbrances securing the obligations of the Borrower to the Bank; and (iv) any security interests, liens or other encumbrances consented to in writing by the Bank;

“Person” means a body corporate, partnership, limited partnership, individual, trust or other juridical entity;

“Portfolio” means the cash, cash equivalents and the portfolio of securities owned by the Borrower;

“Portfolio Securities” means the securities comprising the Portfolio;

“PPSA” means the *Personal Property Security Act* (Ontario), as such legislation may be amended, renamed or replaced from time to time (and includes all regulations from time to time made under such legislation);

“Prime Loan” means an Accommodation on which interest is calculated by reference to the Prime Rate;

“Prime Rate” means a variable per annum reference rate of interest (as announced and adjusted by the Bank from time to time) for commercial loans made by the Bank in Canada in Canadian Dollars, adjusted automatically upon change by the Bank and calculated on the basis of a calendar year;

“Prospectus” means the final short form prospectus dated November 12, 2007, filed in respect of the Public Offering;

“Public Offering” means the offering of Shares made to the public on the terms set forth in the Prospectus;

“Quebec Claims” means the 100% interest owned by the Borrower in a 44 claim gold prospect in Urban Township, Quebec;

“Revolving Credit” has the meaning specified in the recitals of this Agreement;

“Sanctioned Country” means, at any time, a country, region or territory which is itself the subject or target of any comprehensive Sanctions (which for purposes of illustration and clarification includes, at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria);

“Sanctioned Person” means at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, the United Nations Security Council, the European Union, or Her Majesty’s Treasury of the United Kingdom, the Canadian government or other relevant and applicable sanctions authority, (b) any Person located, organized or resident in a Sanctioned Country or (c) any Person owned 50% or more or controlled by any such Person or Persons described in the foregoing clauses (a) or (b);

“Sanctions” means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the Canadian government, (b) the U.S. government, including those administered by Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State, (c) the United Nations Security Council, the European Union, Her Majesty’s Treasury of the United Kingdom or (d) any other relevant and applicable sanctions authority;

“Security Agreements” has the meaning set out in Section 8(a);

“**Shareholders**” means the holders of Shares from time to time;

“**Shares**” means the Non-Voting Class A shares of the Borrower;

“**State Street**” means State Street Trust Company Canada;

“**State Street Account**” means the account of the Borrower maintained with State Street (being account no. URB0) in which a portion of the Portfolio is held, which constitutes a “securities account” under and as defined in the *Securities Transfer Act, 2006* (Ontario);

“**State Street Custodian Acknowledgement Agreement**” means the custodian acknowledgement agreement dated as of June 16, 2008 between the Bank, State Street and the Borrower, in form satisfactory to the Bank as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time;

“**State Street Custodian Agreement**” means the custodian agreement dated as of May 29th, 2008 between State Street and the Borrower, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time in accordance with the requirements of this Agreement;

“**Taxes**” means all present and future taxes, rates, fees and dues levied, assessed, imposed or otherwise payable to any Official Body, including any interest, costs, charges or penalties payable in connection therewith; and

“**Total Liquid Assets**” means the aggregate of the cash balances, money market instruments and the market value of all of the freely marketable publicly traded securities having a market value of Five Canadian Dollars (\$5) or more (on a per share basis) as determined by the Investment Manager (using the Valuation Principles) and, in each case, held by the Borrower or on its behalf in the State Street Account or in the Control Account at any time and in respect of which the Bank has a first ranking perfected security interest. Notwithstanding the foregoing, the Bank reserves the right to exclude certain securities of the Borrower from the definition of “Total Liquid Assets” in the event the Bank, in its sole discretion, acting reasonably, is not satisfied with such securities or the stock exchange on which such security or securities are traded.

“**Valuation Principles**” means the valuation principles for the calculation of a security or other asset set out in the Prospectus, which are, for greater certainty, as follows:

Publicly listed securities are valued at the last reported sale price. Unlisted securities that trade on an over-the-counter market and exchange memberships are valued in the same manner. Notwithstanding the above, in special circumstances when, in the opinion of Management (as such term is used in the Prospectus), a market quotation is not readily available or is inappropriate (such as a stale price), the security is valued at its fair

value as determined by Management using available sources of information and commonly used valuation techniques.

- (b) The plural of any term defined in this Agreement in the singular shall have a corresponding meaning and vice versa and words importing gender shall include all genders. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. Unless the context otherwise requires (i) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or document as from time to time amended, supplemented or otherwise modified (subject to any restrictions in this or any other agreement in favour of the Bank), (ii) any reference to any Person shall be construed to include their heirs, legal representatives, successors and assigns, and (iii) any reference to any Act shall be construed to refer to such Act as it may be amended and in effect from time to time.

2. Credit Availment

- (a) Types of Accommodation

Subject to the provisions of this Agreement, the Revolving Credit may only be availed of by way of Prime Loans.

- (b) Credit Limit

Subject to the provisions of this Agreement, the Borrower may avail itself of the Revolving Credit at any time from the Closing Date until the occurrence of an Acceleration Event by borrowing, repaying and re-borrowing at any time and from time to time amounts hereunder, provided that the Outstanding Principal Amount shall not at any time exceed the Credit Limit (any such excess being a “**Credit Excess**”).

In the event of a Credit Excess, the Borrower shall immediately, but in any event within 3 (three) Banking Days, take whatever actions are required to eliminate the Credit Excess (including, if the Borrower does not have sufficient cash to immediately repay and reduce the Outstanding Principal Amount to eliminate the Credit Excess, selling Portfolio Securities or other Collateral and using the proceeds of such sale to repay and reduce the Outstanding Principal Amount to eliminate the Credit Excess).

In the event that the Borrower fails to eliminate the Credit Excess as required hereby, the Borrower hereby authorizes and appoints the Bank as its agent to immediately sell Portfolio Securities or other Collateral (to the extent reasonably required to eliminate the Credit Excess) in a commercially reasonable manner, including block trades, secondary offerings or short sales, and to apply the proceeds thereof to the reduction of outstanding Accommodations as it deems appropriate.

For the purpose of this Section 2(b) only, the Borrower hereby grants to the Bank a power of attorney coupled with an interest to execute and carry out on its behalf all instruments and other documents or take such action as may be required (under Applicable Law or otherwise) to enable the Bank to proceed to such sale and any such execution and carrying out shall be binding on the Borrower all as if duly executed or carried out by the Borrower.

Notwithstanding the foregoing, the Bank reserves the right to Demand immediate repayment of the Outstanding Principal Amount (or any part thereof) at any time irrespective of the Borrower's efforts to eliminate the Credit Excess within the 3 (three) Banking Day period.

(c) Borrowing Notice

The Borrower shall deliver a Borrowing Notice to the Bank in respect of any proposed Accommodation under the Revolving Credit requested by the Borrower specifying the amounts of the Accommodations desired and the date on which the Borrower requests that the Bank fund or otherwise make available to the Borrower the applicable Accommodations (such date, a "**Borrowing Date**"). The principal amount of each Prime Loan shall not be less than Cdn. \$1,000,000 and shall be a whole number multiple thereof.

(d) Minimum Notice Periods

A Borrowing Notice shall be given to the Bank in accordance with the following table:

Type of Accommodation being advanced	Principal Amount	Notice Required
Prime Loan	Less than Cdn. \$10,000,000	Not later than 10:00 a.m. (Toronto time) on the applicable Borrowing Date
Prime Loan	Cdn. \$10,000,000 or greater and less than Cdn. \$25,000,000	Not later than 10:00 a.m. (Toronto time) on the 2 nd Banking Day preceding the applicable Borrowing Date
Prime Loan	Cdn. \$25,000,000 or greater	Not later than 10:00 a.m. (Toronto time) on the 3 rd Banking Day preceding the applicable Borrowing Date

Notwithstanding the notice periods set out above, the Bank shall endeavour to advance the requested Accommodations to the Borrower in a shorter period of time.

(e) Uncommitted Revolving Credit

The Borrower acknowledges and agrees that the Revolving Credit is an uncommitted demand facility and that the Bank may cancel the availability, Demand the repayment, including, without limitation, repayment of interest and other amounts payable hereunder, or restrict the Borrower's utilization, of the same at any time and from time to time, and the Revolving Credit shall be due and payable on Demand given by the Bank to the Borrower.

Without limiting the generality of the foregoing, and for greater certainty, the Borrower acknowledges and agrees that the use of the terms "Default" or "Event of Default" and the inclusion of covenants and conditions in this Agreement and the other Loan Documents, shall not imply or be interpreted to mean that the Bank is restricted in any way from demanding payment at any time and for any reason whatsoever and that compliance by the Borrower with the covenants and conditions in this Agreement and the other Loan Documents does not entitle the Borrower to continued availability of the Revolving Credit, which may be terminated or reduced in whole or in part by the Bank in its sole discretion, at any time.

3. Interest

(a) Applicable Rates

In connection with the Revolving Credit, Prime Loans shall bear interest at the Prime Rate plus 0.25% (one quarter of a percent).

(b) Method of Calculation

The Prime Rate shall be determined by the Bank in accordance with the provisions of this Agreement whenever such determination is required for any purpose hereof. All interest, rates and fees hereunder shall be computed on the basis of the actual number of days elapsed divided by 365 (or 366 in the case of a leap year). Any such applicable interest rate, expressed as an annual rate of interest for the purpose of the *Interest Act* (Canada), shall be equivalent to such applicable interest rate multiplied by the actual number of days in the calendar year in which the same is to be determined and divided by 365 (or 366 in the case of a leap year). In calculating interest or fees payable hereunder for any period, unless otherwise specifically stated, the first day of such period shall be included and the last day of such period shall be excluded. The rates of interest stipulated under this Agreement are nominal rates, and not effective rates or yields. The principle of deemed reinvestment of interest does not apply to any interest or fee calculation under this Agreement.

(c) Interest Payment Dates

Interest on Prime Loans shall be calculated daily and be payable monthly in arrears on the last Banking Day of each calendar month in accordance with the Bank's usual practice.

(d) Automatic Adjustment of Rates

Interest rates calculated on the basis of the Prime Rate shall be adjusted automatically without notice to the Borrower whenever there is a variation in the Prime Rate.

(e) No Deductions or Withholdings

All payments by the Borrower to the Bank, whether in respect of principal, interest, fees or any other item, shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever).

(f) Reduction of Rates

Notwithstanding any provision hereof, in no event shall the "aggregate interest" (as defined in Section 347 of the *Criminal Code* (Canada)) payable hereunder exceed the effective annual rate of interest on the "credit advanced" (as defined in that section) hereunder lawfully permitted by that section and, if any payment, collection or demand pursuant to this Agreement in respect of "interest" (as defined in that section) is determined to be contrary to the provisions of that section, such payment, collection or demand shall be deemed to have been made by mutual mistake of the Borrower and the Bank and the amount of such payment or collection shall be refunded to the Borrower. For the purposes of this Agreement, the effective annual rate of interest shall be determined in accordance with generally accepted actuarial practices and principles over the relevant term and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries will be *prima facie* evidence of such rate.

(g) Default Rates

All interest rates herein shall be further increased by 2.00% (two percent) per annum upon the occurrence and during the continuance of an Event of Default and/or 3 (three) Banking Days following Demand. Without duplication in respect of the immediately previous sentence, overdue amounts that are payable by the Borrower to the Bank shall bear interest at the Prime Rate plus 2.00% (two percent) per annum.

4. Change in Circumstances and Indemnities

- (a) Notwithstanding any other provision hereof, if at any time while any Accommodations are outstanding, the Bank determines in good faith (which

determination shall be *prima facie* evidence thereof) and notifies the Borrower that by reason of any Applicable Law, or any change therein or in the interpretation or application thereof by any court or by any governmental or other authority charged with the administration thereof (including the Superintendent of Financial Institutions for Canada), it is unlawful or contrary to the direction of such court or any such authority for the Bank to make, maintain or fund any Accommodation or to give effect to any of its related obligations as contemplated hereby, the Bank, by such notice, may declare that the Bank's obligations under this Agreement shall be terminated and the Borrower shall repay forthwith or at the end of such period as the Bank shall in its discretion have agreed, the whole of the amount advanced by the Bank to the Borrower in respect of such Accommodation, together with all unpaid interest accrued thereon to the date of repayment and all other unpaid amounts payable to the Bank hereunder in respect of such Accommodation. If any such Applicable Law, or any such change therein, shall only affect a portion of the Bank's obligations under this Agreement which portion is, in the opinion of the Bank, severable from the remainder of this Agreement so that the remainder of this Agreement may continue in full force and effect without otherwise affecting any of the obligations of the Bank under this Agreement or any other agreement, the Bank shall only declare its obligations under that portion so terminated.

- (b) If subsequent to the date of this Agreement any change in or introduction of any Applicable Law, or compliance by the Bank with any request or directive (whether or not having the force of law) made after the date of this Agreement by any central bank, the Superintendent of Financial Institutions or other comparable authority or agency having jurisdiction shall:
- (i) subject the Bank to any Tax of any kind whatsoever with respect to this Agreement or any Accommodation, or change the basis of taxation of payments to the Bank of principal, interest, fees or any other amount payable hereunder (except for changes in the rate of Tax on the overall net income or capital of the Bank imposed by its jurisdiction of incorporation or any political subdivision thereof or any jurisdiction in which it carries on business or has a permanent establishment);
 - (ii) impose, modify or make applicable any capital maintenance or capital adequacy requirement, reserve requirement, special deposit requirement or other similar requirement against assets held by, or deposits or other liabilities in or for the account of, or any Accommodation or credit facility made available or established by, or any other acquisition of funds by, the Bank; or
 - (iii) impose on the Bank any other condition, restriction or limitation;

and the result of any of the foregoing is to increase the cost to the Bank of making or maintaining any Accommodation or the Revolving Credit or to reduce any amount otherwise receivable by it hereunder with respect thereto, the Borrower

shall promptly pay to the Bank, upon demand, such additional amounts necessary to compensate the Bank, after taking into account all applicable Taxes, for such additional cost or reduced amount receivable which the Bank deems to be material as are determined in good faith by the Bank, calculated with reference to a period not more than 90 (ninety) days prior to the date upon which the Bank notifies the Borrower of the event entitling it to claim such additional amount. A certificate of the Bank as to any such additional amount payable to it and containing reasonable details of the calculation thereof shall be *prima facie* evidence thereof, absent manifest error.

- (c) At any time after an Insolvency Event occurs in respect of the Investment Manager, the Bank may, by notice to the Borrower, require the Borrower to immediately exercise its rights, if any, under the Investment Management Agreement or such other Material Agreement, as applicable, to terminate such Investment Manager's appointment as agent of the Borrower under the Investment Management Agreement and/or such other Material Agreement, as applicable. Upon receipt of such notice, the Borrower will forthwith, but in any event within 5 (five) Banking Days, terminate the appointment of the Investment Manager in accordance with the provisions of the Investment Management Agreement or such other Material Agreement, as applicable. Any successor Investment Manager selected by the Borrower will be subject to prior written approval of the Bank, not to be unreasonably withheld.
- (d) The Borrower shall indemnify and save harmless the Bank from all claims, demands, liabilities, damages, losses, costs, charges and expenses, other than loss of profit, including reasonable legal fees and reasonable out-of-pocket disbursements and amounts paid in settlement of any and every kind whatsoever (collectively, the "**Indemnified Liabilities**") paid, incurred or suffered by, or asserted against, the Bank as a result of or, arising out of, or relating to (i) the extension of credit contemplated herein, (ii) any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of any credit extended hereunder, (iii) any actual or threatened investigation, litigation or other proceeding relating to any credit extended or proposed to be extended as contemplated herein or (iv) the execution, delivery, performance or enforcement of this Agreement or any other Loan Documents (subject to any limitations expressly stated therein), except for any such Indemnified Liabilities which a court of competent jurisdiction determined arose on account of the Bank's gross negligence or wilful misconduct or the Bank's failure to comply with any Applicable Law. Without limiting the generality of this Section, but for the avoidance of doubt, the Indemnified Liabilities shall also include any and all claims, demands, liabilities, damages, losses, costs, charges and expenses of the Bank for which the Bank may be liable as a consequence of the Bank acting upon instructions given or agreements made by facsimile transmission (to the extent so permitted by this Agreement). All obligations provided for in this Section shall survive the permanent repayment of all of the outstanding Accommodations hereunder and the termination of the Revolving Credit and this Agreement and

shall not be reduced or impaired by any investigation made by or on behalf of the Bank.

5. Repayment of Accommodations

(a) Option to Repay

Subject to the terms and conditions of this Agreement, the Borrower may repay Accommodations from time to time, without premium or penalty, upon written notice to the Bank and such repayment will be deemed to have been made on the same day if received on or before 4:00 p.m. (Toronto time) on the date repayment is made and on the next Banking Day if received after 4:00 p.m. (Toronto time) on the date repayment is made.

(b) Obligation to Repay

The Borrower shall repay to the Bank all Accommodations outstanding under the Revolving Credit, which shall include all amounts incurred or arising under this Agreement and any other Loan Document, together with all accrued and unpaid interest and fees, upon the occurrence of an Acceleration Event.

(c) Reduction of Revolving Credit

The Borrower may from time to time on not less than 5 (five) Banking Days' prior written notice to the Bank, permanently reduce the amount of the Revolving Credit to the extent it is not utilized, provided that such reduction is in an amount of at least Cdn. \$1,000,000 (one million Canadian dollars) and, in addition, is in an amount which is a whole multiple of Cdn. \$1,000,000 (one million Canadian dollars).

For greater certainty, any prepayment of outstanding Accommodations under the Revolving Credit pursuant to Section 5(a) shall not cause any permanent reduction in the amount of the Revolving Credit.

(d) Mandatory Repayment

In addition to the mandatory repayment required pursuant to Section 2(b), if at any time the Borrower is not in compliance with the Margin Requirement, the Borrower shall immediately reduce the Outstanding Principal Amount by way of repayment to the Bank of the amount required so as to result in the Borrower's compliance with the Margin Requirement.

(e) Place of Payments

All payments hereunder shall be made to the Bank at its Main Branch at First Canadian Place, Toronto, Ontario or at such other place as the Bank may direct in writing.

(f) Application of Payments

The Bank shall apply payments received or collected from the Borrower or for the account of the Borrower (including the monetary proceeds of collections or of realization upon any Collateral) as follows: first, to pay any fees or expenses then due to the Bank; second, to pay interest due in respect of any Accommodation under the Revolving Credit; third, to pay principal due in respect of any Accommodation under the Revolving Credit; and fourth, to pay obligations then due arising under or pursuant to any Hedging Agreement with the Bank.

(g) Currency of Payments

Accommodations shall be repaid by the Borrower as required hereunder in the currency in which such Accommodation was obtained by the Borrower.

6. Representations and Warranties

(a) To induce the Bank to enter into this Agreement and to make Accommodations hereunder, the Borrower hereby represents and warrants to the Bank as follows:

(i) Existence, Compliance with Law and Activities

The Borrower (i) is a corporation validly existing under the laws of Ontario, (ii) has the power and authority to own its property, to do business in every jurisdiction in which it carries on or intends to conduct business and where the nature of its business requires it to be so qualified and (iii) is in compliance with all Applicable Law except to the extent that the failure to comply therewith has not had, and could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(ii) NI 81-102 and Canadian Securities Legislation

The Borrower is not a “mutual fund” under the securities legislation of the provinces and territories of Canada, and consequently is not subject to the various policies and regulations that apply to mutual funds, including without limitation, National Instrument 81-102 of Canadian securities laws.

(iii) Power, Authorization and Consents

The Borrower has (or, on the applicable date of execution by the Borrower, had and continues to have) full power and authority to make, deliver and perform its obligations under this Agreement, the other Loan Documents and each Material Agreement and the Borrower has the power and authority to borrow money hereunder. The Borrower has taken all necessary action to authorize the execution, delivery and performance of this Agreement, the other Loan Documents and each Material Agreement

and to borrow money under this Agreement. No consent or authorization of, or filing with, any Person (including, without limitation, any Official Body) is or was required in connection with the execution, delivery or performance by the Borrower of its obligations under this Agreement, the other Loan Documents or any of the Material Agreements (to which it is a party) or the validity or enforceability against the Borrower of this Agreement, the other Loan Documents or any of the Material Agreements (to which it is a party), except for (i) consents, authorizations and filings which have been or will be obtained or made (and as evidenced in each case by copies thereof provided to the Bank) on or prior to the Closing Date and will be in full force and effect on the Closing Date, and (ii) consents, authorizations and filings which have not been made on or prior to the Closing Date where the failure to obtain or make such consents, authorizations or filings has not had, and could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(iv) Enforceable Obligations

This Agreement, the other Loan Documents and each Material Agreement constitute legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with their terms, except as enforceability and the rights and remedies set out herein or in any judgment arising out of or in connection herewith may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(v) No Legal Bar

The execution, delivery and performance by the Borrower of this Agreement and the other Loan Documents, and the borrowing of money hereunder, the use of the proceeds of such borrowing and the transactions contemplated hereby and the pledging and granting of a security interest in the assets of the Borrower in favour of the Bank will not violate any Applicable Law or contractual obligation of the Borrower, except for violations which have not had, and could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(vi) No Material Litigation

No litigation, investigations or proceedings of any Official Body are (to the Knowledge of the Borrower) pending or threatened against the Borrower or against any of its properties or revenues, existing or future, which have had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Borrower has not received notice of any such investigations, proceedings or litigation.

(vii) No Default

The Borrower is not in default under or with respect to any contractual obligations in any respect which has had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(viii) Taxes

The Borrower has filed or caused to be filed all material Tax returns before they were past due, and has paid all Taxes shown to be due and payable on such returns or on any assessments made against it or any of its property before they were past due and all other Taxes imposed on it or any of its property by any Official Body before they were past due (other than those the amount or validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided in its books) and no Tax liens have been filed and, to the Knowledge of the Borrower, no claims are being asserted with respect to any such Taxes, fees or other charges.

(ix) No Default, No Conflict, etc.

Neither the execution nor the delivery of any Loan Documents (including this Agreement), the consummation of the transactions therein contemplated, nor compliance with the terms, conditions and provisions thereof conflicts with, or will conflict with, or results or will result in, any breach of, or constitutes a default under any of the provisions of the articles or by-laws of the Borrower or of any agreement or instrument to which the Borrower is a party or by which it, or any of its property or assets, are bound, or, except as contemplated by the Loan Documents including Permitted Encumbrances, results or will result in the creation or imposition of any security interest (other than in favour of the Bank) upon any of its properties or assets or in the contravention of any requirement of Applicable Law.

(x) Title to Assets

The Borrower has good and valid title to all of its property and none of its property is subject to any security interests, charges, liens or other encumbrances, other than Permitted Encumbrances.

(xi) Insolvency Event

No Insolvency Event has occurred, or (to the Knowledge of the Borrower) is threatened, with respect to the Borrower or the Investment Manager.

(xii) Name

The Borrower has not been known by any name and has not carried on business in any name other than the names set out in Schedule "C".

(xiii) Material Agreements

There are no contracts, agreements or instruments which are binding upon the Borrower or its property that are material to the operation of the Borrower's business other than this Agreement, the Security Agreements, the Prospectus and the Material Agreements. Other than as have been provided to the Bank, there have been no material amendments or other changes to any of the provisions of the Material Agreements and there have been no waivers of any of the provisions of the Material Agreements. The Material Agreements remain in full force and effect, there is no outstanding default thereunder by the Borrower and, to the Borrower's Knowledge, there is no outstanding default thereunder by any party thereto other than the Borrower. The Prospectus and each Material Agreement filed on SEDAR and all amendments thereof filed on SEDAR are true and complete copies thereof.

(xiv) Place of Business and Location of Collateral

For the purposes of subsection 7(3) of the PPSA, the Borrower is a corporation incorporated under the laws of the Province of Ontario and its chief executive office is located in the Province of Ontario. As of the date hereof, other than the investment property listed on Schedule "D1" attached hereto, all tangible assets forming part of the Collateral (including without limitation cash) are located in the Province of Ontario. As of the date hereof, all certificated investment property forming part of the Collateral is listed on Schedule "D2" attached hereto. All investment property and financial assets (as such terms are each defined in the PPSA) forming part of the Collateral (other than certificated investment property or financial assets) are held in the State Street Account, pursuant to the State Street Custodian Agreement or in the Control Account. The Portfolio is held by State Street and the sub-custodians appointed by State Street pursuant to a Permitted Custodianship.

(xv) Prospectus Disclosure

As at November 12, 2007, the Prospectus constituted full, true and plain disclosure of all material facts relating to the Shares that were offered by the Prospectus as required by Part XV of the *Securities Act* (Ontario) and the regulations thereunder and no "material change" (as defined under Applicable Law) has occurred between such date and the Closing Date except as filed on SEDAR. All documents have been filed, all requisite proceedings have been taken and all receipts, orders and other authorizations of the securities regulatory authorities in each of the provinces and territories of Canada have been obtained by the Borrower to

qualify the distribution of Shares pursuant to the Prospectus in each province and territory of Canada through investment dealers or brokers registered under the applicable legislation of such provinces and territory and who have complied with such legislation. Assuming that the investment dealers and brokers selling Shares pursuant to the Prospectus have complied with all Applicable Law in connection with such sale, the Borrower has complied in all material respects with all applicable Canadian securities laws in respect of the offer and sale of the Shares pursuant to the Prospectus.

(xvi) Residency

The Borrower is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada).

(xvii) No Other Loan Agreement or Indebtedness

Except as incurred under this Agreement, any Hedging Agreement with the Bank, or as the Bank may consent to in writing from time to time, the Borrower has no other Financing Indebtedness, nor any existing commitment (or any agreement to enter into a commitment) therefor and has not given any guarantees or provided any loans or other financial assistance to any other Person.

(xviii) Security Agreements

The Security Agreements create or will create valid and enforceable first-priority liens upon the Collateral on the terms set out therein, subject only to the terms of this Agreement and to Permitted Encumbrances.

(xix) Anti-Corruption Laws and Sanctions

The Borrower and its respective officers and directors and, to the Knowledge of the Borrower, its employees and agents that will act in any capacity in connection with or benefit from the Revolving Credit established hereby, are in compliance with Anti-Corruption Laws and applicable Sanctions. None of (a) the Borrower, or to the Knowledge of the Borrower, any of its respective directors, officers or employees, or (b) to the Knowledge of the Borrower, any agent of the Borrower that will act in any capacity in connection with or benefit from the Revolving Credit established hereby, is a Sanctioned Person. No advance, use of proceeds or other transaction contemplated under this Agreement or the other Loan Documents will violate any Anti-Corruption Law or applicable Sanctions.

- (b) All of the representations and warranties of the Borrower contained herein shall survive the execution and delivery of this Agreement and are deemed to be repeated on each Borrowing Date and shall continue to be fully effective until all obligations hereunder and under the other Loan Documents have been paid or

otherwise satisfied in full and the Revolving Credit and this Agreement have been terminated notwithstanding any investigation made at any time by or on behalf of the Bank. Any representation and warranty given in respect of a particular date or period of time shall be true and correct only on such date or on each day of such period as the case may be.

7. Financial Information, Reports and Certificates

- (a) The Borrower shall, so long as any amounts remain outstanding hereunder or the Bank has any obligations under the Revolving Credit, and except as otherwise permitted by the prior written consent of the Bank:
 - (i) deliver or cause to be delivered to the Bank as soon as practicable and in any event within 140 (one hundred and forty) days after the end of each of its fiscal years, its annual audited financial statements consisting of at least an independent auditor's report, statements of financial position, statements of comprehensive income, statements of changes in equity, statements of cash flows together with comparative figures (if applicable) for the previous fiscal year, schedule of investment portfolio, notes to the financial statements, and management's discussion and analysis, in reasonable detail and accompanied by a report and opinion of the Borrower's auditors (who shall be a firm of independent chartered accountants of recognized standing), which report and opinion may be subject only to such qualifications as shall not, in the reasonable opinion of the Bank, result in a Material Adverse Effect;
 - (ii) deliver or cause to be delivered to the Bank as soon as practicable and in any event within 15 (fifteen) days after the end of each of the Borrower's fiscal years, a certificate of State Street, confirming the market value of the Borrower's property, assets and undertaking (including the Portfolio Securities);
 - (iii) (x) cause State Street to make available to the Bank 24-hour (twenty-four hour) access to its secured web site or (y) deliver or cause State Street to deliver electronically (as directed by the Bank from time to time) on each Banking Day a report, which web site and/or each such report shall list both cash and Portfolio Securities in the State Street Account, as well as, identify the trade activity and physical location of such cash and Portfolio Securities. The parties hereto acknowledge that such web site shall disclose the market value of the Portfolio Securities as of the close of business on the previous Banking Day. In the event that the Bank loses access to such secured web site, upon written notice of same by the Bank to the Borrower, the Borrower shall deliver or cause to be delivered to the Bank as soon as practicable and in any event within 1 (one) Banking Day of such notice, a report of State Street confirming the market value of the Borrower's property, assets and undertaking (including the Portfolio

Securities) and identifying those assets held outside Ontario and through whom such assets are held;

- (iv) deliver or cause to be delivered to the Bank as soon as practicable and in any event within 45 (forty-five) days after the end of the first three fiscal quarters in each of its fiscal years, commencing with its fiscal quarter ending June 30, 2021, its unaudited financial statements as at the end of each such fiscal quarter period, consisting of at least a condensed interim statement of financial position, condensed interim statement of comprehensive income, condensed interim statement of changes in equity, condensed interim statement of cash flows, and condensed interim schedule of investment portfolio, which have been filed with the Ontario Securities Commission under Applicable Law;
- (v) deliver or cause to be delivered to the Bank on or prior to the 15th (fifteenth) day following the last day of each month, a compliance certificate substantially in the form of Schedule "A", duly executed by a senior officer of the Borrower setting out, among other things, a detailed listing of all of the Borrower's assets, property and undertaking (including, without limitation, the Portfolio Securities), the Net Asset Value, the market values and the listed stock exchanges of the Portfolio as at the close of business on the last Banking Day of such month;
- (vi) deliver or cause to be delivered to the Bank copies of all material documents mailed to Shareholders of the Borrower at the same time as such documents are delivered to the Shareholders, provided that, the filing of such documents on SEDAR shall satisfy this delivery obligation in relation to such documents so filed when the Borrower has provided to the Bank written notice of such filing;
- (vii) deliver or cause to be delivered to the Bank copies of all documents and reports filed after the date hereof by the Borrower with any provincial, territorial or foreign securities commission within 5 (five) Banking Days after such documents are filed, provided that, the filing of such documents on SEDAR shall satisfy this delivery obligation in relation to such documents so filed when the Borrower has provided to the Bank written notice of such filing; and
- (viii) deliver or cause to be delivered to the Bank from time to time such other information relating to the conduct of the business and affairs of the Borrower as the Bank may reasonably request.

8. Security

- (a) As security for the payment and performance of the Bank Indebtedness, the Borrower shall, and shall cause State Street and others to, execute and deliver in favour of the Bank, all such agreements, security agreements, pledge agreements,

authorizations, control agreements, custodian acknowledgement agreements, acknowledgements and documents (collectively, the “**Security Agreements**”) and to promptly do all such other acts and things as the Bank may from time to time require, acting reasonably, to create, grant and maintain a first ranking perfected security interest and charge on the Collateral in favour of the Bank, subject only to Permitted Encumbrances. All Security Agreements shall, in form and substance, be satisfactory to the Bank, acting reasonably.

- (b) The Borrower shall, pursuant to and subject to the terms of the State Street Custodian Acknowledgement Agreement, irrevocably and unconditionally authorize and direct State Street, upon receipt of written notice from the Bank, to (in connection with this Agreement and the State Street Account) act only upon the written instructions, advice, directions, elections, agreements, opinions, waivers, approvals and demands of the Bank and any receiver or agent which the Bank advises State Street has been appointed by the Bank.
- (c) The Borrower has previously executed and delivered to the Bank certain of the Security Agreements set forth in this Section 8. For greater certainty, without limiting the foregoing, the Borrower is bound by and liable to perform all of the representations, warranties, acknowledgements, covenants, agreements and other obligations under the Security Agreements, present and future, direct and indirect, absolute and contingent, matured or not, extended and renewed, howsoever incurred and any ultimate unpaid balance thereof, and whether the same are from time to time reduced and thereafter increased.

The Borrower confirms that the Security Agreements to which it is a party (i) are not released, discharged, or otherwise affected by the execution, delivery or performance of this Agreement, (ii) remain in full force and effect, without abrogation, impairment or limitation, and (iii) continue to secure all obligations of the Borrower to the Bank, and the Borrower hereby waives any circumstances which might constitute a legal or equitable discharge or defence of any such obligations.

The Borrower acknowledges and agrees that this Agreement amends and restates the Existing Loan Agreement and that all references to the Existing Loan Agreement in any of the Security Agreements are hereby deemed to be, and hereafter be read and interpreted as, a reference to this Agreement unless the context requires otherwise.

9. Covenants

- (a) The Borrower covenants that, so long as any amounts remain outstanding hereunder or the Bank has any obligations under the Revolving Credit, the Borrower will:
 - (i) Continued Existence

cause to be done all things necessary to preserve and keep in full force and effect the Borrower's existence as a corporation under the laws of Ontario and all rights, franchises, licenses and qualifications required by the Borrower to carry on its business or own its property, if the failure to do so would or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect;

(ii) Compliance

comply with, adhere to and maintain, the terms and conditions of the Prospectus, each of the Material Agreements (including the Investment Focus) and all Applicable Law and obtain and maintain in good standing all licences, permits and approvals from any and all Official Bodies required in respect of its operations, if the failure to comply therewith or obtain and maintain the same would or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect;

(iii) Nature of Business

continue to conduct and operate a business substantially of the same nature as that conducted and operated at the date of this Agreement and to conduct such business in a proper and businesslike manner;

(iv) Material Changes

not permit any material adverse change in its management or business activities without the prior written consent of the Bank, acting reasonably, or take part in any winding-up, dissolution, capital reorganization, liquidation or similar proceeding or arrangement;

(v) Payment of Obligations

duly and punctually pay or cause to be paid to the Bank all principal and interest payable hereunder and all other amounts payable hereunder upon the dates and at the places and in the manner set forth herein;

(vi) Amendment of Material Agreements

without the prior written consent of the Bank, which consent will not be unreasonably withheld or delayed, not amend any term or provision of any Material Agreement or waive or consent to any waiver of any term, condition, covenant, representation or warranty contained in any Material Agreement, if such amendment, waiver or consent would or could reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect;

(vii) Material Agreement Amendments and Waivers

provide to the Bank, from time to time upon request, copies of any agreements entered into after the date hereof by the Borrower which are material to the operation of its business;

(viii) Investment Focus

without the prior written consent of the Bank, which consent will not be unreasonably withheld or delayed, not make any material amendments to the Investment Focus;

(ix) Calculation of Net Asset Value

not make or permit any change to the methodology it uses to determine the Net Asset Value of the Borrower, from the methodology set out in the Prospectus, unless (i) the change would result in a change of not more than 0.5% (half a percent) in the Net Asset Value of the Borrower; (ii) the change is required by Applicable Law and the Borrower provides the Bank with written notice within 5 (five) Banking Days of making such change; or (iii) the change is consented to in writing by the Bank, such consent not to be unreasonably withheld or delayed;

(x) Indebtedness

except with the prior written consent of the Bank, not create, incur, assume, suffer or permit to exist directly or indirectly any Indebtedness except (i) the Bank Indebtedness, (ii) payables incurred in the ordinary course of business and fees and expenses payable in connection with this Agreement, the agreements and documents contemplated hereby, and the consummation of the transaction contemplated herein, as well as those fees and expenses referenced in Section 14, and (iii) Taxes payable;

(xi) Investment Management Fees

provide notice to the Bank of any increase in the rate of any fees payable to the Investment Manager;

(xii) Location and Name

provide the Bank no less than 30 (thirty) days prior written notice of any change in the locations (by Province or Territory) of its chief executive office, its jurisdiction of incorporation, the State Street Account or any Collateral held by State Street or any change in its name;

(xiii) Securities Lending Transactions and Short Selling

not enter into any securities lending transactions, and not engage in any short selling;

(xiv) Liens

not, subject to Permitted Encumbrances, enter into or grant, create, assume or suffer to exist, any lien, charge or other encumbrance on any of its property;

(xv) Investments

ensure that the Portfolio and investment activities of the Borrower are at all times in accordance with the Investment Focus;

(xvi) Payments to Shareholders

unless the Bank consents in writing, such consent not to be unreasonably withheld or delayed, not permit the payment of any amount or the return of any capital, directly or indirectly, to the Shareholders, other than, while no Default or Event of Default has occurred or would occur as a result of such payment, distributions in the ordinary course of the Borrower; provided that after giving effect to the foregoing, the Credit Limit would not be exceeded;

(xvii) Payments to the Investment Manager

not suffer or permit any payments, of fees or otherwise, to be made to the Investment Manager or any other Person (other than the Bank) subsequent to the occurrence of a Default or Event of Default or in the event that a Default or Event of Default would occur from the making of such payment;

(xviii) Possession of Collateral

not permit the Collateral, to be held in the possession of any Person other than the Borrower, State Street or a sub-custodian of State Street, unless such Person shall have delivered to the Bank an acknowledgement, in form and substance satisfactory to the Bank, providing for such Person's acknowledgement of the Bank's security interest in such Collateral and its agreement to deliver the Collateral to the Bank, upon notice from the Bank (an "**Acknowledgement**");

(xix) Taxes

file all Tax returns and Tax reports required by law to be filed by it and pay all material Taxes levied, assessed or imposed upon it or any of its property, as and when the same become due and payable (save and except when and so long as the validity of any such Taxes, is being contested in good faith by appropriate proceedings and adequate reserves are being maintained in accordance with GAAP), and the Borrower shall deliver to the Bank when requested, written evidence of such payments;

(xx) Books and Records

keep proper books of account and records covering all its business and affairs on a current basis, make full, true and correct entries of its transactions in such books, set aside on its books from its earnings all such property reserves as required by GAAP and permit representatives of the Bank during reasonable business hours and upon reasonable notice, from time to time as the Bank may reasonably require, to inspect such books of account, records and documents and to make copies therefrom and to discuss the affairs, finances and accounts of the Borrower with the officers of the Borrower, the Investment Manager and their respective auditors;

(xxi) Litigation

promptly notify the Bank of any actions, suits, claims or proceedings commenced or threatened in writing against or affecting the Borrower or, to its knowledge, the Investment Manager before any Official Body which have had, or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Such notice shall include a description of such action, suit, claim or proceeding and the Borrower's assessment of the duration, outcome and effect thereof;

(xxii) Notice of Defaults

upon the occurrence of any Default or Event of Default, promptly deliver to the Bank a written notice specifying the nature and date of occurrence of such Default or Event of Default, the Borrower's assessment of the duration and effect thereof and the action which the Borrower proposes to take with respect thereto;

(xxiii) Use of Accommodations

not use any Accommodation or any proceeds deriving from any Accommodation for any purpose other than the Approved Purpose;

(xxiv) Replacement of Investment Manager

not replace or agree to replace the Investment Manager under the Investment Management Agreement without providing the Bank with 5 (five) Banking Days' prior written notice;

(xxv) Replacement of Custodian

not permit any portion of the Portfolio to be held by any Person, other than the Borrower or pursuant to a Permitted Custodianship and not replace or agree to replace State Street under the State Street Custodian Agreement, without the prior written consent of the Bank, such consent not to be unreasonably withheld or delayed, and provided that the replacement

custodian has signed an Acknowledgement whereby the Borrower irrevocably and unconditionally authorizes and directs the new custodian, upon receipt of written notice from the Bank, to act only upon the written instructions, advice, directions, elections, agreements, opinions, waivers, approvals and demands of the Bank and any receiver or agent which the Bank advises the replacement custodian has been appointed by the Bank;

(xxvi) Dealings with Collateral

not dispose of, and shall not grant to any Person the right to acquire, any of its property or assets unless (i) such disposition is in the ordinary course of business of the Borrower and (ii) both prior to and following such disposition, the Outstanding Principal Amount under the Revolving Credit shall not exceed 40% of the Total Liquid Assets. Notwithstanding the foregoing, the Borrower may at its discretion dispose of the Quebec Claims at any time;

(xxvii) No Financial Assistance

not give any guarantees or provide any loans or other financial assistance to any Person, other than any indemnities under the Material Agreements and given by the Borrower in the ordinary course of business;

(xxviii) Mergers

not enter into any merger, consolidation, amalgamation, reorganization or similar or like arrangement with any Person without the prior written consent of the Bank, such consent not to be unreasonably withheld;

(xxix) Hedging

other than any Hedging Agreement with the Bank, not enter into interest rate swap agreements, currency swap agreements, puts, calls, options or any other hedging arrangement or derivative product for speculative purposes (provided that nothing herein shall be interpreted or construed as prohibiting or restricting the Borrower from entering into hedging arrangements or derivative products, in each case, to hedge bona fide risks incurred in the ordinary course of its business);

(xxx) *[Intentionally Deleted]*

(xxxi) Credit Limit

not permit the Outstanding Principal Amount at any time and from time to time to exceed the Credit Limit;

(xxxii) Margin Requirement

ensure that the ratio obtained by dividing the Total Liquid Assets by the total outstanding Bank Indebtedness shall at all times be equal to or greater than 2.5:1 (the “**Margin Requirement**”); and

(xxxiii) AML Laws

the Borrower acknowledges that, pursuant to AML Laws, the Bank may be required to obtain, verify and record information regarding the Borrower, its directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Borrower, and the transactions contemplated by this Agreement and the Borrower shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by the Bank, or any prospective assignee of the Bank, in order to comply with any applicable AML Laws.

10. Events of Default

- (a) Without prejudice to the right of the Bank to make a Demand for payment of all or any portion of the Bank Indebtedness at any time, and from time to time, notwithstanding the compliance or non-compliance by the Borrower with any or all of the terms and conditions of this Agreement and the other Loan Documents, each of the following events shall constitute an “**Event of Default**” under this Agreement:
- (i) (x) if the Borrower defaults in the payment of any principal, interest or other amount owing to the Bank hereunder or under any other Loan Document as and when the same becomes due and payable and such default continues for more than 3 (three) Banking Days or (y) if the Borrower defaults in the payment of any Hedging Agreement with the Bank upon termination of any such Hedging Agreement;
 - (ii) if the Borrower defaults in the performance or observance of any term, condition or covenant contained in Sections 2(b) (“*Credit Limit*”), 6(a)(xix) (“*Anti-Corruption Laws and Sanctions*”) 7(a) (“*Financial Information, Reports and Certificates*”), Section 8 (“*Security*”) or any subsection of 9(a) (“*Covenants*”) other than subsections 9(a)(ii) (“*Compliance*”), (v) (“*Payment of Obligations*”) (for greater certainty, an Event of Default resulting from the non-payment of obligations is addressed in Section 10(a)(i)), (vii) (“*Material Agreement Amendments and Waivers*”) and (xix) (“*Taxes*”);
 - (iii) if any Material Agreement is not a legal, valid and binding obligation of each of the parties thereto (other than the Borrower), enforceable against each of such parties by the Borrower in accordance with its terms or the occurrence of any breach of covenant or default by the Borrower under

any Material Agreement if such breach or default has had or could reasonably be expected to have, a Material Adverse Effect;

- (iv) if the Borrower defaults in the performance or observance of any term, condition or covenant contained in this Agreement or any other Loan Documents (other than those referred to in (i), (ii) or (iii) above or in any other provision of this Section 10(a)) and such default continues for a period of 5 (five) Banking Days or more after the Borrower becomes aware thereof;
- (v) if the Borrower defaults in the payment of any Indebtedness (other than Bank Indebtedness) in excess of Cdn. \$1,000,000 (one million Canadian dollars) (or the exchange equivalent thereof in any other currency) which has become due and payable or has been declared to be due and payable prior to the expressed maturity thereof (subject to applicable grace periods);
- (vi) if any Insolvency Event shall occur in respect of the Borrower or the Investment Manager;
- (vii) if one or more encumbrancers, lien holders or landlords takes possession of any property of the Borrower having a fair market value in excess of Cdn. \$1,000,000 (one million Canadian dollars) (or the exchange equivalent thereof in any other currency) or enforce their security or other remedy against any property of the Borrower having a fair market value in excess of Cdn. \$1,000,000 (one million Canadian dollars) (or the exchange equivalent thereof in any other currency) unless such proceeding or enforcement is being contested by the Borrower in good faith and by appropriate proceedings and such possession or enforcement proceedings are stayed while being contested and do not adversely affect the ability of the Borrower to deal with the affected property in the ordinary course of its business;
- (viii) if any representation made or deemed to have been made by or on behalf of the Borrower to the Bank under this Agreement or any other Loan Documents is or was untrue or incorrect in any material respect at the time it was made or deemed to have been made;
- (ix) the Borrower shall cease to be a “**Reporting Issuer**” in good standing under the *Securities Act* (Ontario); notwithstanding the foregoing, the Borrower may enter into a going private transaction with the prior written consent of the Bank, such consent not to be unreasonably withheld;
- (x) any party to any Loan Documents, other than the Bank, contests or disputes the validity, enforceability or priority (as contemplated by Section 8) of any Loan Documents;

- (xi) the termination of any Material Agreement unless any such Material Agreement has been replaced prior to its termination by a comparable agreement in form and substance satisfactory to the Bank acting reasonably;
 - (xii) the Investment Manager resigns or is deemed to have resigned as the investment manager of the Borrower unless a successor or replacement investment manager of the Borrower has been appointed within 5 (five) Banking Days; or
 - (xiii) State Street resigns or is terminated or is deemed to have resigned as a custodian of the Borrower, unless (i) a successor or replacement custodian satisfactory to the Bank has been appointed within 1 (one) day or such other period of time satisfactory to the Bank and (ii) an Acknowledgement (including control provisions), each in form and substance satisfactory to the Bank has been executed by such successor or replacement custodian and delivered to the Bank.
- (b) Upon the occurrence of an Acceleration Event and notwithstanding any other provision of this Agreement, all Bank Indebtedness shall, at the option of the Bank, immediately become due and payable without presentment, demand, protest or other notice of any kind, all of which are expressly waived by the Borrower, provided that if any Event of Default specified in Section 10(a)(vi) occurs, then the Bank Indebtedness shall, to the extent permitted by Applicable Law, be and become immediately due and payable without any declaration, notice or other act on the part of the Bank. Upon the occurrence of an Event of Default and/or 3 (three) Banking Days following Demand, the Security Agreements shall, at the option of the Bank, become and be immediately enforceable by the Bank or its duly authorized agent.
- (c) The rights and remedies of the Bank hereunder are cumulative and in addition to and not in substitution for any rights or remedies provided by law.
- (d) The Bank may from time to time when a Default or an Event of Default has occurred and is continuing refuse to make any further Accommodations to the Borrower and appropriate any monies received from the Borrower or others in or towards payment of such of the Bank Indebtedness then due and owing as the Bank in its discretion may see fit and the Borrower shall have no right to require any inconsistent appropriation.
- (e) The Bank confirms and agrees that (a) until the occurrence of an Acceleration Event or unless it is exercising its rights under Section 2(b), it shall not deliver a Bank Notice (as defined in the State Street Custodian Acknowledgement

Agreement) to State Street and (b) it shall deliver to the Borrower a copy of any Bank Notice delivered to State Street.

11. Conditions Precedent to Accommodations

- (a) Subject to the uncommitted nature of the Revolving Credit, as described in Section 2(e) hereof, the obligation of the Bank to make the initial Accommodation hereunder shall be subject to fulfilment on or prior to the date on which such Accommodation is made, of the following conditions precedent, such conditions precedent being included for the sole benefit of the Bank and being subject to waiver by the Bank at its option:
- (i) the Bank shall have received, in form and substance satisfactory to the Bank, executed copies of the Loan Documents;
 - (ii) the Bank shall have received evidence, satisfactory to the Bank, that the Borrower is a corporation incorporated and subsisting under the *Business Corporations Act* (Ontario) and that the Investment Manager is a corporation incorporated and subsisting under the *Business Corporations Act* (Ontario);
 - (iii) the Bank shall have received evidence satisfactory to the Bank of the perfection of the security interests created by the Security Agreements;
 - (iv) the Bank shall have received the State Street Custodian Acknowledgement Agreement executed by State Street and confirmation that the Borrower has irrevocably and unconditionally authorized and directed State Street under the State Street Custodian Agreement, upon receipt of written notice from the Bank, to act only upon the written instructions, advice, directions, elections, agreements, opinions, waivers, approvals and demands of the Bank and any receiver or agent which the Bank advises State Street has been appointed by the Bank;
 - (v) the Bank shall have completed, with results satisfactory to the Bank, its due diligence review of the Borrower's capitalization and property;
 - (vi) the Bank and its counsel shall be satisfied that all necessary approvals, acknowledgements, directions and consents have been given and all Applicable Laws have been complied with in respect of all Loan Documents and Material Agreements and all transactions referred to therein;
 - (vii) the Bank shall be satisfied, acting reasonably, with the Prospectus and the Material Agreements;
 - (viii) the Bank shall have received photocopies of the Prospectus and all Material Agreements not filed on SEDAR, including any and all amendments or supplements thereto duly executed by the parties thereto;

- (ix) the Borrower shall be a “**Reporting Issuer**” in good standing under the *Securities Act* (Ontario);
 - (x) the Bank shall have received a certificate of incumbency of the Borrower setting forth the names, positions and specimen signatures of the Persons authorized to execute and deliver the Loan Documents on behalf of the Borrower;
 - (xi) the Bank shall have received an opinion of the Borrower’s legal counsel satisfactory to the Bank, respecting all legal matters pertaining to the Loan Documents and the transactions contemplated thereby;
 - (xii) the Bank shall have received payment from the Borrower of all fees and expenses due to it hereunder and in connection herewith;
 - (xiii) the representations and warranties set out in the Loan Documents in favour of the Bank shall be true and correct as of such date and no Default or Event of Default shall have occurred and be continuing;
 - (xiv) after giving effect to such Accommodation, the aggregate outstanding Accommodations shall not exceed the Credit Limit;
 - (xv) the Bank shall have received a Borrowing Notice, duly executed by the Borrower;
 - (xvi) the Bank shall not have received any order or demand in respect of the Borrower under Section 224.1 of the *Income Tax Act* (Canada) or any similar provincial Applicable Law;
 - (xvii) the Bank shall have received an officer’s certificate duly executed by a senior officer of the Borrower certifying, among other things, resolutions authorizing the Borrower to enter into this Agreement, the Security Agreements and the other Loan Documents; and
 - (xviii) the Borrower shall have executed any other documents in respect of the Revolving Credit as reasonably requested by the Bank.
- (b) Subject to the uncommitted nature of the Revolving Credit, as described in Section 2(e) hereof, the obligation of the Bank to make any subsequent Accommodation hereunder shall be subject to fulfilment on or prior to the date on which such Accommodation is made, of the following conditions precedent, such conditions precedent being included for the sole benefit of the Bank and being subject to waiver by the Bank at its option:
- (i) the representations and warranties set out herein shall be true and correct as of such date and no Default or Acceleration Event shall have occurred and be continuing or will occur as a result of such Accommodation;

- (ii) after giving effect to such Accommodation, the Outstanding Principal Amount under the Revolving Credit shall not exceed the Credit Limit;
- (iii) the Bank shall not have received any order or demand in respect of the Borrower under Section 224.1 of the *Income Tax Act* (Canada) or any similar provincial Applicable Law; and
- (iv) the Bank shall have received a Borrowing Notice, duly executed by the Borrower.

12. Non-Merger

The taking of a judgment or judgments or any other action or dealing whatsoever by the Bank in respect of any security given by the Borrower to the Bank for any obligations of the Borrower shall not operate as a merger of any obligation of the Borrower to the Bank or in any way suspend payment or affect or prejudice any rights which the Bank may have in connection with such obligations and the foreclosure, surrender, cancellation or any other dealing with any security held by the Bank.

13. Payments

All payments to be made by the Borrower under this Agreement will be made without set-off (both equitable and legal) or counterclaim and without any deduction or withholding for any Taxes, restrictions, or conditions of any nature whatsoever. If at any time any Applicable Law requires the Borrower to make any such deduction or withholding from any such payment, the sum due from the Borrower in respect to such payment will be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Bank receives a net sum equal to the sum which it would have received had no deduction or withholding been required.

14. Expenses

The Borrower will pay on demand, and will indemnify and save the Bank harmless from, any and all liabilities, costs and expenses (including reasonable legal fees and expenses and any sales, goods and services or other similar Taxes payable to any Official Body with respect to any such liabilities, costs and expenses) (i) incurred by the Bank in the preparation, administration, registration or enforcement of any Loan Documents, or (ii) with respect to, or resulting from, any failure or delay by the Borrower in performing or observing any of its obligations under any Loan Documents.

15. Right of Set-Off

Upon the occurrence of any Acceleration Event, the Bank is hereby authorized at any time and from time to time, to the fullest extent permitted by Applicable Law, to set-off and apply any and all cash deposits (general or special, time or demand, provisional or final) at any time held and other amount at any time owing by the Bank to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Documents, irrespective of whether or not the Bank shall have made any demand under this Agreement or any other Loan Documents and although such

obligations may be unmatured. The Bank agrees promptly to notify the Borrower after any such set-off and application made by the Bank, provided that the failure to give such notice shall not affect the validity of such set-off and application. The rights of the Bank under this Section are in addition to other rights and remedies (including all other rights of set-off) which the Bank may have.

16. Evidence of Certain Bank Indebtedness

The Borrower acknowledges that the actual recording of any Accommodation under the Revolving Credit and interest, fees and other amounts due in connection therewith under this Agreement, and payments made on account thereof, in an account of the Borrower maintained by the Bank in respect thereof shall constitute, except for manifest error, *prima facie* evidence of the Borrower's obligations under this Agreement, provided that the failure of the Bank to make such recordings shall not affect the obligations of the Borrower under this Agreement.

17. Counterparts

This Agreement may be executed in counterparts. Each executed counterpart shall be deemed an original and all counterparts taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Agreement by a party hereto by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party.

18. Headings

The headings set forth in this Agreement are for the convenience of reference only and shall not affect the interpretation of this Agreement.

19. No Waiver, Cumulative Remedies

No waiver or delay on the part of the Bank in exercising any right or privilege referred to herein and no waiver as to any Acceleration Event shall operate as a waiver thereof unless made in writing and signed by an authorized officer of the Bank. No written waiver shall preclude the further or other exercise by the Bank of any right, power or privilege hereunder, or extend or apply to any further Acceleration Event. The rights, remedies, powers and privileges herein provided are cumulative and, save as expressly provided otherwise herein, not exhaustive of any rights, remedies, powers and privileges provided by Applicable Law.

20. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

21. Further Assurances

The Borrower shall from time to time forthwith on the Bank's request do, make and execute all such documents, acts, matters and things as may be required by the Bank in order to give effect to this Agreement, the Security Agreements and the other Loan Documents and the transactions referred to herein and therein.

22. Communication

Any communication required or permitted to be given under this Agreement will be in writing and will be effectively given if (i) delivered personally, (ii) sent by prepaid courier service or registered mail, or (iii) sent by email (provided that receipt thereof is acknowledged by the intended recipient by return email or otherwise), in each case to the address or email address of the Borrower or the Bank set out in this Agreement. Any communication so given will be deemed to have been given and to have been received on the day of delivery if so delivered or on the day that receipt thereof is acknowledged if given by email provided that such day is a Banking Day and the communication is so delivered or sent prior to 4:30 p.m. (Toronto time). Otherwise, such communication will be deemed to have been given and to have been received on the following Banking Day. Any communication sent by registered mail will be deemed to have been given and to have been received on the fifth Banking Day following mailing, provided that no disruption of postal service is in effect. The Borrower and the Bank may from time to time change their respective addresses or email addresses for notice by giving notice to the other in accordance with the provisions of this Section. Each communication given by a party hereunder shall be binding on it and shall not be revocable without the other party's consent.

23. Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns. The Borrower may not assign any of its rights under the Loan Documents without the prior written consent of the Bank. The Bank reserves the right to sell, assign or transfer or grant a participation in the Loan Documents, in whole or in part (each of the foregoing transactions, a **"Loan Transfer"**) to one or more Persons (the **"Participants"**), with notice to, and prior written consent of (except that at any time that an Event of Default shall have occurred and be continuing, no such consent shall be required), the Borrower, such consent not to be unreasonably withheld or delayed (so long as no Event of Default has occurred and is continuing, the Borrower may withhold its consent to a proposed Loan Transfer to a Participant who is not a resident of Canada for purposes of the *Income Tax Act* (Canada)). In connection with any proposed Loan Transfer, the Bank may disclose, on a confidential basis, to a potential Participant such information concerning the Borrower as the Bank considers appropriate. The Borrower agrees, at its sole expense, to execute and deliver such further documentation and take such further action as the Bank considers necessary or advisable to give effect to any Loan Transfer that it is permitted to make pursuant to this Section. In the case of a Loan Transfer by way of sale, assignment or transfer, the Participant shall have, to the extent of such sale, assignment or transfer, the same rights and obligations as it would have if it were the Bank on the Closing Date and, as such, had executed this Agreement.

24. Governing Law

This Agreement, the transactions referred to herein and all certificates and other documents delivered hereunder shall be construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

25. Accounting Terms

All accounting terms, determinations and computations, unless otherwise noted, shall be made in accordance with GAAP (as in effect and as consistently applied as of the date hereof). The Borrower will not make any material change to its accounting policies and practices without the prior written consent of the Bank, other than in accordance with GAAP (if the Borrower has provided the Bank with prior written notice of such change).

26. Entire Agreement

This Agreement and the other Loan Documents constitute the entire agreement between the parties hereto relating to the subject matter hereof and supersede and replace all prior agreements dealing with any such subject matter. In the event there is any inconsistency between the terms hereof and any Security Agreement or any other Loan Document, the terms hereof shall govern to the extent of such inconsistency. Except as otherwise provided herein, neither this Agreement nor any of its provisions shall be amended or modified except by an agreement in writing of each of the parties that expressly refers to this Agreement and provides that it is intended to modify this Agreement.

27. Confidentiality

The Borrower hereby confirms and agrees with the Bank that this Agreement and the terms and conditions of the Revolving Credit (collectively, the “**Confidential Information**”) are confidential and proprietary to the Bank and that the Bank could incur or sustain losses or damages if any of such Confidential Information or the substance thereof were disclosed to any Person or to the public or placed on any public file and accordingly the Borrower covenants to and agrees with the Bank that it shall not, and shall not permit any of its employees, officers, directors, agents, or advisors to disclose directly or indirectly any of such Confidential Information to any Person except (a) to their respective officers, directors, employees, accountants, lawyers and other professional advisors who are directly involved in negotiating this Agreement or administering its compliance herewith, and then only on a “need to know” basis and subject to the same confidentiality restrictions in favour of the Bank as are set out herein; (b) as may be compelled in a judicial or administrative proceeding by a governmental authority; or (c) as required by any legal requirement (including public disclosure laws applicable to the Borrower) or if required by the Ontario Securities Commission.

Notwithstanding the foregoing, the Borrower may make public disclosure of the existence of this Agreement and the total amount of the Revolving Credit but not of any of the other Confidential Information, save as aforesaid. The Borrower hereby confirms and agrees with the Bank that this Agreement was entered into in the ordinary course of the Borrower’s business. If the Borrower is required to make certain other disclosure of the Confidential Information pursuant to any legal requirement, it may make public disclosure of only those certain terms and conditions hereof

necessary to comply with such legal requirement upon consultation with and with the prior written consent of the Bank. If the Borrower is or becomes a reporting issuer, any proposed filing or disclosure of any Confidential Information in connection therewith shall be subject to the terms of this Section. The terms of this Section shall survive the repayment of the Revolving Credit and the termination of this Agreement.

28. No Deemed Subordination

Notwithstanding anything to the contrary contained herein (including any provision for, reference to, or acknowledgement of, any lien, charge, encumbrance or Permitted Encumbrance), nothing herein and no approval by the Bank of any lien, charge, encumbrance or Permitted Encumbrance (whether such approval is oral or in writing) shall be construed as or deemed to constitute a subordination by the Bank of any security interest or other right, interest or lien, charge or encumbrance in or to the Portfolio or any part thereof in favour of any lien, charge, encumbrance or Permitted Encumbrance or any holder of any lien, charge, encumbrance or Permitted Encumbrance.

29. Judgment Currency

If for the purpose of obtaining judgment in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the “**Judgment Currency**”) any amount due hereunder in any currency other than the Judgment Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose “**rate of exchange**” means the rate at which the Bank would, on the relevant date, be prepared to sell a similar amount of such currency in the Toronto foreign exchange market, against the Judgment Currency, in accordance with normal banking procedures.

In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgment is given and the date of payment of the amount due, the Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such date is the amount in the Judgment Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency together with interest at the rate applicable to Accommodations under this Agreement plus expenses (including legal fees on a full indemnity basis). Any additional amount due from the Borrower under this Section 29 will be due as a separate debt and shall not be affected by judgment being obtained for any other sums due under or in respect of this Agreement.

[The remainder of this page has been intentionally left blank.]


Please indicate your acceptance of this Agreement by signing and returning to the Bank (at the address noted below) the enclosed duplicate copy of this letter (together with the enclosed duplicates of Schedules "A" "B" and "C" hereto) on or before the Closing Date, failing which the foregoing offer of credit will be void and of no force or effect. The Borrower acknowledges its receipt of a true copy of this Agreement and by its signature below consents to all of the terms hereof.

Yours truly,

BANK OF MONTREAL

Bank of Montreal
100 King Street West, FCP Concourse
Level, Toronto, ON M5X 1A1

Attention: Aleks Mrkonjic
Email: aleks.mrkonjic@bmo.com and
BMOInvestmentDealers@bmo.com

By: 
Name: Aleks Mrkonjic
Title: Vice President, Corporate Banking
Global FIG


By: _____
Name:
Title:

The undersigned agrees to the foregoing as of the date first set forth above.

URBANA CORPORATION

Urbana Corporation
150 King Street West
Suite 1702, P.O. Box 47
Toronto, ON M5H 1J9

By: _____


Name: Sylvia V. Stinson
Title: CFO

Attention: Chief Financial Officer
Email: sstinson@urbanacorp.com

**SCHEDULE “A”
COMPLIANCE CERTIFICATE**

TO BANK OF MONTREAL

This certificate is made in connection with the amended and restated letter loan agreement (the “**Loan Agreement**”) dated July 2, 2021 between Urbana Corporation (the “**Borrower**”) and Bank of Montreal (the “**Bank**”). All terms with capitalized initial letters used but not expressly defined herein have the meanings given to them under the Loan Agreement.

I, INSERT NAME OF OFFICER, the INSERT POSITION OF OFFICER of the Borrower hereby certify on behalf of the Borrower (but without personal liability) that:

1. I have made all reasonable inquiries respecting the affairs of the Borrower necessary to furnish this certificate.
2. As of the last Banking Day (the “**Calculation Date**”) of the prior month ending INSERT DATE, the available credit under the Revolving Credit is determined as follows:
 - (a) Outstanding Principal Amount, expressed in Cdn. Dollars is Cdn. \$●.
 - (b) Total Liquid Assets, expressed in Cdn. Dollars is Cdn. \$●.
 - (c) Credit Limit:

The Credit Limit is equal to the lesser of (i) Cdn. \$50,000,000 and (ii) 40% of Total Liquid Assets.

Maximum Limit	40% of Total Liquid Assets
Cdn.\$50,000,000	\$● (40% of Cdn. \$●)

- (d) Outstanding Principal Amount Minus the Credit Limit:

Outstanding Principal Amount	Credit Limit	Available Credit
\$	\$	\$

- (e) Margin Requirement:
 - (i) Total Liquid Assets: Cdn. \$●.
 - (ii) Total outstanding Bank Indebtedness: Cdn. \$●.

Ratio resulting from dividing (i) by (ii) (to be equal to or greater than 2.5:1): ●.

3. All of the representations and warranties made by the Borrower to the Bank under the Loan Agreement and the other Loan Documents are true and correct in all respects as of the date hereof and no event or circumstance has occurred and is continuing which constitutes a Default or Event of Default.
4. A detailed listing of all of the Borrower's assets, property and undertaking (including the Portfolio Securities) together with the Net Asset Value, market values and the listed stock exchanges of the Portfolio is set out on Schedule 1 attached hereto.

Dated INSERT DATE.

URBANA CORPORATION

By: _____
Name:
Title:

SCHEDULE “1”

SCHEDULE "B"
BORROWING NOTICE

TO BANK OF MONTREAL

This Borrowing Notice is given pursuant to the amended and restated letter loan agreement (the "**Loan Agreement**") dated as of July 2, 2021 between Urbana Corporation (the "**Borrower**") and Bank of Montreal (the "**Bank**"). All terms with capitalized initial letters used but not expressly defined herein have the meanings given to them under the Loan Agreement.

The Borrower hereby requests that the following Accommodations be made to the Borrower on INSERT DATE:

Prime Loan \$INSERT AMOUNT

and represents and warrants to the Bank that (i) the funds contemplated to be advanced hereunder or obtained from the applicable Accommodation will be used for the Approved Purpose as permitted by the Loan Agreement; (ii) the Borrower is, and after the use of the proceeds of this Accommodation will be, in compliance with the borrowing restrictions in the Loan Agreement and all other terms and conditions of the Loan Agreement; (iii) after giving effect to the requested Accommodations, the Outstanding Principal Amount shall be \$INSERT AMOUNT which is less than or equal to the Credit Limit (being the least of (A) the Maximum Limit and; (B) 40% of Total Liquid Assets); (iv) no Default or Event of Default has occurred and is continuing under the Loan Agreement; and (v) the representation and warranties made by the Borrower to the Bank under the Loan Documents are true and correct as of the date hereof.

For good and valuable consideration, the Borrower irrevocably authorizes and directs the Bank to advance funds in accordance with this Borrowing Notice payable as follows:

TO:		\$●
AND TO:		\$●

for the purchase of securities and general operating purposes of the Borrower and this shall be your good, sufficient and irrevocable authority for so doing.

Dated INSERT DATE.

URBANA CORPORATION

By: _____

Name:

Title:

SCHEDULE "C"
NAMES

1. Aumacho River Mines Limited
2. Macho River Gold Mines Limited
3. Urban Quebec Mines Limited
4. Urban Resources Limited

**SCHEDULE “D1”
INVESTMENT PROPERTY HELD OUTSIDE ONTARIO**

Quantity	Symbol	Security Name	CUSIP	Mkt	Location/Custodian
7,000		CIH INC. (INVESTORS SHARES)	913XJG900	N/A	The Hongkong and Shanghai Banking Corp. Limited, Mauritius
100		CIH INC (VOTING SHARES)	913VKA905	N/A	The Hongkong and Shanghai Banking Corp. Limited, Mauritius
8,000		URBANA MAURITIUS INC.	942QBA901	N/A	The Hongkong and Shanghai Banking Corp. Limited, Mauritius

**SCHEDULE “D2”
CERTIFICATED INVESTMENT PROPERTY**

Quantity	Symbol	Security Name	CUSIP	Mkt	Location/Custodian
7,000		CIH INC	913XJG900	N/A	The Hongkong and Shanghai Banking Corp. Limited, Mauritius
100		CIH INC (VOTING SHARES)	913VKA905	N/A	The Hongkong and Shanghai Banking Corp. Limited, Mauritius
1,327,620		MIAMI INTERNATIONAL	942BZD902	N/A	StateStreet, Canada
100		URBANA INTERNATIONAL INC.	942QBA901	N/A	StateStreet, Canada
933,460		URBANA INTERNATIONAL INC. BLUE OCEAN TECHNOLOGIES LLC	942QBB909	N/A	StateStreet, Canada
122,222		KOGNITIV CORPORATION	964MMT900	N/A	StateStreet, Canada
8,000		URBANA MAURITIUS INC	ACI003TM9	N/A	StateStreet, Canada
84,012		CALDWELL GROWTH OPPORTUNITIES FUND	923TAZ904	N/A	StateStreet, Canada
4,538,460		FOUR LAKES CAPITAL FUND LIMITED PARTNERSHIP	929HHZ907	N/A	StateStreet, Canada
16,755,081		RADAR CAPITAL INC. CLASS B COMMON	933SJK905	N/A	StateStreet, Canada
1,544,236		EVOLVE FUNDS GROUP INC. CL B PREFERRED	934DOI909	N/A	StateStreet, Canada
455,671		VIVE CROP PROTECTION INC.	935KXA909	N/A	StateStreet, Canada
465,381		VIVE CROP PROTECTION INC. CLAS PEF	935LTC908	N/A	StateStreet, Canada
3,000,000		EVOLVE FUNDS GROUP INC. CL C PREFERRED	935UNA908	N/A	StateStreet, Canada
719,342		EVOLVE FUNDS GROUP INC. CL D PREFERRED	935UOA907	N/A	StateStreet, Canada
27,428		KOGNITIV SER A 2 PEF	935VWG903	N/A	StateStreet, Canada
5		INT GRAIN PROCESSORS COOP MEMBERSHIP SHARES	935ZC1902	N/A	StateStreet, Canada
1,759,299		INT GRAIN PROCESSORS COOP CLASS E PREFERRED SHARES	942LUS902	N/A	StateStreet, Canada
15,259,886		HIGHVIEW FINANCIAL HOLDINGS IN COMMON SHARES (REST)	962LVK903	N/A	StateStreet, Canada
2,350,000		RADAR CAPITAL INC. CLASS A COMMON SHARES (REST)	962TXC902	N/A	StateStreet, Canada
6,047,895		FUNDTHROUGH INC.	966EQF902	N/A	StateStreet, Canada
6,500,000		VIVE CRP PRO SE B3(R30OCT20/RI SERIES B3 PREFERRED SHARES	966SXU900	N/A	StateStreet, Canada
796,938		CALDWELL CAN VALUE MOMENTUM FD SERIES I	966WYQ909	N/A	StateStreet, Canada
800,000		CALDWELL FINANCIAL LTD.	972RUX901	N/A	StateStreet, Canada
13,260,878		CNSX MARKETS INC.	ACI01S8K0	N/A	StateStreet, Canada
3,250,000		VIVE WARRANTS	ACI1N9ZM2	N/A	StateStreet, Canada
1,000,000		INT GRAIN PROCESSORS COOP DEBENTURES	935IWGI13	N/A	StateStreet, Canada
3,000,000		HIGHVIEW CONV. PROMISSORY NOTE	935TYUI16	N/A	StateStreet, Canada