

ACCOMMODATION AGREEMENT

THIS ACCOMMODATION AGREEMENT is made with effect as of the 28th day of May, 2019 and is entered into by and among:

COMPUTERSHARE TRUST COMPANY OF CANADA, as Trustee

- and -

[Redacted], as GFI Noteholder and GFI Debentureholder

- and -

GRAVITAS FINANCIAL INC., as Debtor

RECITALS:

- A. Gravitas Financial Inc. (“**GFI**”) is an investment holding and merchant banking firm with a focus on financial services, financial technology and mining verticals. Its primary subsidiaries include The Mint Corporation (“**TMC**”), Mint Capital LLC (“**Mint Capital**”), and Mint Middle East LLC (“**MME**”, and collectively with TMC and Mint Capital, the “**Mint Parties**”).
- B. **[Redacted]** (“**[Redacted]**”) is the fiduciary acting for the beneficial holders of substantially all of (i) the Debentures (as defined herein), and (ii) the Notes (as defined herein).
- C. On April 15, 2019, GFI announced that it was undertaking a strategic review process in conjunction with the majority holder of its secured bonds (the “**Strategic Review Process**”).
- D. In order to do so, GFI has requested certain accommodations from **[Redacted]**, which accommodations included a waiver (the “**Coupon Waiver**”) until May 27, 2019 of the requirement by GFI to pay an instalment of interest on the Notes and Debentures which was due and owing on April 1, 2019 (the “**April Interest Payment**”).
- E. GFI is also required under the GFI Indenture Documents (as defined herein) to pay an additional instalment of interest on the Notes and Debentures on June 30, 2019 (the “**June Interest Payment**”), in addition to the April Interest Payment.
- F. **[Redacted]** has agreed for the duration of the Accommodation Period (as defined herein) to continue the Coupon Waiver and to waive any Defaults or Events of Default (as those terms are defined in each of the GFI 2013 Indenture and GFI 2014 Indenture) that would arise from GFI not making the April Interest Payment and the June Interest Payment, all in accordance with, subject to, and to the extent provided for pursuant to the terms of this Accommodation Agreement, including section 4.1.
- G. In furtherance of the Strategic Review Process, **[Redacted]** has engaged FTI Capital Advisors – Canada ULC (“**FTI**”) as its financial advisor and GFI has appointed FAAN Advisors Group Inc. (“**FAAN**”) as its financial and chief process advisor (in such capacity,

the “CPA”). To date, FTI and FAAN have been working cooperatively with GFI management and various of its representatives, to advance the Strategic Review Process and achieve commercial efficiencies.

- H. GFI has concluded, in consultation with FTI and the CPA that it is in the best interest of GFI and its stakeholders to conduct a SISP (as defined below) to be administered and implemented by FTI in consultation with [Redacted] and the CPA, all in accordance with the terms of this Accommodation Agreement and the SISP.
- I. None of the foregoing Recitals are made as representations or statements of fact by the Trustee.

NOW THEREFORE, in consideration of the premises above, the respective covenants of the Parties hereto as herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Accommodation Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

“**Accommodation Agreement**” means this accommodation agreement, including the preamble and recitals hereto and all schedules attached hereto, as each may be amended, restated, supplemented or modified from time to time in accordance with the terms hereof.

“**Accommodation Effective Date**” means the date on which the conditions precedent set out in section 4.2(a) hereof are confirmed, satisfied or waived by [Redacted] in writing.

“**Accommodation Period**” means the period commencing on the Accommodation Effective Date and ending on the earliest of (a) the date upon which any Accommodation Termination Event occurs, and (b) July 12, 2019, or such later date as agreed to in writing by [Redacted] and GFI.

“**Accommodation Termination Event**” has the meaning set out in section 6.1.

“**Affiliate Gravitas Group Entities**” means, collectively, the corporations, limited liability companies, companies, partnerships and other Persons listed on **Schedule “A”** hereto, together with their respective direct and indirect subsidiaries and affiliates.

“**Applicable Law**” means, with respect to any Person, property, transaction, event or other matter: (i) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, order or other requirement having the force of law, (ii) any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such Governmental Authority as requiring compliance as if it had the force of law (collectively, in the foregoing clauses (i) and (ii), “**Law**”), in each case relating or applicable to such Person, property,

transaction, event or other matter and also includes, where appropriate, any interpretation of Law (or any part thereof) by any person having jurisdiction over it, or charged with its administration or interpretation.

“**April Interest Payment**” has the meaning set out in the recitals hereto.

“**BIA**” means the *Bankruptcy and Insolvency Act* (Canada).

“**Cash and Cash Equivalents**” means cash, bank balances, monies in possession of banks and other depositories, term or time deposits, marketable securities, short term investments, funds, bankers’ acceptances, commercial paper, security entitlements, securities accounts, commodity contracts, commodity accounts, government securities and any other cash equivalents.

“**Cash Flows**” has the meaning set out in section 5.1(a)(i).

“**CFO**” means the Chief Financial Officer of GFI;

“**Controlled Gravitas Group Entities**” means, collectively, the corporations, limited liability companies, companies, partnerships and other Persons listed on **Schedule “E”** hereto, together with their respective direct and indirect subsidiaries.

“**Coupon Waiver**” has the meaning set out in the recitals hereto.

“**Court**” means the Ontario Superior Court of Justice (Commercial List).

“**CPA**” has the meaning set out in the recitals hereto.

“**Debentures**” has the meaning set out in the GFI 2013 Indenture.

“**Enforcement Actions**” mean any and all rights, remedies, actions, proceedings and claims available to the Trustee, [Redacted], any GFI Noteholder, and/or any GFI Debentureholder, under or in respect of any GFI Indenture Documents (as applicable) or otherwise under Applicable Law, including, the appointment of a receiver, receiver and manager, interim receiver or trustee in bankruptcy under the BIA or any other Applicable Law.

“**Event of Default**” has the meaning given to such term in each of the GFI 2013 Indenture and GFI 2014 Indenture and “**Events of Default**” means more than one Event of Default.

“**FAAN**” has the meaning set out in the recitals hereto.

“**Fees and Expenses**” has the meaning set out in section 7.4.

“**FTI**” has the meaning set out in the recitals hereto.

“**GFI**” has the meaning set out in the recitals hereto.

“**GFI 2013 Indenture**” means the Trust Indenture dated as of June 25, 2013 between GFI and the Trustee, as amended, and as may be further amended, restated, supplemented or modified from time to time.

“**GFI 2014 Indenture**” means the Trust Indenture dated as of December 3, 2014 between GFI and the Trustee (originally Dentons Canada LLP, as trustee), as amended, and as may be further amended, restated, supplemented or modified from time to time.

“**GFI Debenture Security**” means the security granted to and in favour of the Trustee and/or the GFI Debentureholders to secure the payment and performance of GFI’s obligations to the Trustee and/or the GFI Debentureholders pursuant to the GFI 2013 Indenture and any Collateral Documents (as such term is defined in the GFI 2013 Indenture).

“**GFI Debentureholder**” means a holder of Debentures (as such term is defined in the GFI 2013 Indenture).

“**GFI Indenture Documents**” means, collectively, the GFI 2013 Indenture, the GFI 2014 Indenture, the GFI Debenture Security, the GFI Notes Security, this Accommodation Agreement any and all other documents, agreements, letters or understandings delivered by GFI pursuant to or in connection with the foregoing, as the same are amended by this Accommodation Agreement, and as they may be further amended, restated, supplemented or modified from time to time.

“**GFI Noteholder**” means a holder of Notes (as such term is defined in the GFI 2014 Indenture).

“**GFI Notes Security**” means the security granted to and in favour of the Trustee and/or the GFI Noteholders to secure the payment and performance of GFI’s obligations to the Trustee and/or the GFI Noteholders pursuant to the GFI 2014 Indenture and any Collateral Documents (as such term is defined in the GFI 2014 Indenture).

“**GFI Obligations**” means all loans, advances, debts, liabilities and obligations, howsoever arising and of every kind and description, owed by GFI to the Trustee, GFI Noteholders and/or GFI Debentureholders from time to time under the GFI Indenture Documents and any interest accrued thereon and all Fees and Expenses payable in accordance with section 7.4 hereof.

“**Governmental Authority**” means: (i) any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise); (ii) any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government; (iii) any court, tribunal, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions; and (iv) any other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, securities commission or professional association.

“**Interest Default Notice**” means a notice to GFI made pursuant to Section 9(a)(ii) of the GFI 2013 Indenture or the GFI 2014 Indenture, as applicable, that specifies and declares a failure to pay an instalment of interest on any of the Notes or Debentures, as applicable.

“**June Interest Payment**” has the meaning set out in the recitals hereto.

“**Lockbox**” means a “lockbox” bank account established in the name of GFI at a financial institution satisfactory to FTI, which has sole signing authority granted to the CFO, into which GFI shall deposit certain Cash and Cash Equivalents derived from net proceeds of the SISP that are payable to it in accordance with the terms of this Accommodation Agreement.

“**Mint Capital**” has the meaning set out in the recitals hereto.

“**Mint CPA**” has the meaning set out in section 4.2(a)(ii) herein.

“**Mint Participation Agreement**” has the meaning set out in section 4.2(a)(ii) herein.

“**Mint Parties**” has the meaning set out in the recitals hereto.

“**MME**” has the meaning set out in the recitals hereto.

“**Notes**” has the meaning set out in the GFI 2014 Indenture.

“**Parties**” means the parties to this Accommodation Agreement.

“**Person**” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

“**Priority Payables Reserve**” means a reserve in an amount to be determined by the CPA with the consent of FTI which amount shall be sufficient to satisfy the following priority obligations of GFI: (i) accrued and outstanding wages (but for greater certainty, excluding severance and/or termination pay) owing to employees of GFI, (ii) accrued but unpaid vacation pay owing to employees of GFI, (iii) unremitted HST owing by GFI, and (iv) collected but unremitted employee source deductions owing by GFI.

“**Released Matters**” has the meaning set out in section 7.1.

“**Released Parties**” has the meaning set out in section 7.1.

“**SISP**” means the sale and investment solicitation process in respect of the business and assets of GFI as well as the Mint Parties which is to be implemented and administered on their behalf by FTI, in consultation with [Redacted], the CPA and Mint CPA under the oversight of the SISP Committees (as defined in the SISP), on the terms and by the milestones set out in **Schedule “B”** hereto.

“**Strategic Review Process**” has the meaning set out in the recitals hereto.

“**Subsidiary Gravitas Group Entities**” means, collectively, the corporations, limited liability companies, companies, partnerships and other Persons listed on **Schedule “D”** hereto, together with their respective direct and indirect subsidiaries.

“**[Redacted]**” has the meaning set out in the recitals hereto.

“TMC” has the meaning set out in the recitals hereto.

“Trustee” means Computer Share Trust Company of Canada, in its capacity as trustee under the GFI 2013 Indenture and/or the GFI 2014 Indenture, as applicable and as the context requires.

1.2 Extended Meanings & Words of Inclusion

Words importing the singular include the plural and vice versa and words importing gender include all genders. All references to dollars or “\$” in this Accommodation Agreement mean Canadian dollars unless otherwise specified. Wherever the words “include”, “includes” or “including” are used in this Accommodation Agreement, they shall be deemed to be followed by the words “without limitation” and the words following “include”, “includes” or “including” shall not be considered to set forth an exhaustive list.

1.3 Headings

The division of this Accommodation Agreement into articles, sections and clauses, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Accommodation Agreement.

ARTICLE 2 ACKNOWLEDGEMENTS AND CONFIRMATIONS

2.1 Acknowledgements and Confirmations by GFI

GFI hereby irrevocably and unconditionally acknowledges, agrees, represents, warrants, confirms and agrees as follows:

- (a) the GFI Debenture Security is valid, binding and enforceable by each of the Trustee and the GFI Debentureholders as against GFI and each of the Trustee and GFI Debentureholders are entitled to exercise all of their rights and remedies under the GFI Debenture Security in accordance with the terms thereof and this Accommodation Agreement;
- (b) the GFI Indenture Security is valid, binding and enforceable by each of the Trustee and the GFI Noteholders as against GFI and each of the Trustee and GFI Noteholders are entitled to exercise all of their rights and remedies under the GFI Indenture Security in accordance with the terms thereof and this Accommodation Agreement;
- (c) as at the date of this Accommodation Agreement, the GFI Obligations are in the amounts set out on **Schedule “C”** hereto, and GFI confirms its unconditional liability to pay such amounts, without any set-off, defence, or counterclaim of any kind, nature or description whatsoever;

- (d) unless otherwise expressly agreed by all relevant Parties, GFI will continue to be liable, both during and after the Accommodation Period, for all present and future GFI Obligations;
- (e) the list of Affiliate Gravitas Group Entities set out on **Schedule "A"** hereto is a complete, up to date and accurate list of all direct and indirect subsidiaries and affiliates of GFI;
- (f) the list of Subsidiary Gravitas Group Entities set out on **Schedule "D"** hereto is a complete, up to date, and accurate list of all direct and indirect subsidiaries of GFI: (i) which have a class of shares listed on any stock exchange or over-the-counter market; or (ii) in respect of which GFI holds an interest that is 50% or less than 50% (inclusive) of the total issued and outstanding voting shares.
- (g) the list of Controlled Gravitas Group Entities set out on **Schedule "E"** hereto is a complete, up to date and accurate list of all direct and indirect subsidiaries of GFI (other than the Mint Parties and their direct and indirect subsidiaries): (i) which do not have a class of shares listed on any stock exchange or over-the-counter market; and (ii) in respect of which GFI (A) holds an interest that is greater than 50% (inclusive) of the total issued and outstanding voting shares, or (B) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such direct or indirect subsidiary, whether through the ownership of voting securities, by contract or otherwise.
- (h) except as set forth in section 4.1 herein, nothing in this Accommodation Agreement constitutes a waiver by or on behalf of the Trustee, any GFI Noteholder, any GFI Debentureholder, **[Redacted]** or any other Person of any existing or future Events of Default or existing or future defaults under the GFI Indenture Documents, or a waiver of any Enforcement Actions relating to any existing or future Events of Default or existing or future defaults under the GFI Indenture Documents, or Applicable Law, or a waiver of the obligation of GFI to pay the entirety of the GFI Obligations to the Trustee, GFI Noteholders, GFI Debentureholders, as applicable and when due;
- (i) except as set forth in section 4.1 herein, nothing herein shall require or constitute an agreement on the part of the Trustee, any GFI Noteholder, any GFI Debentureholder, **[Redacted]** or any other Person to: (i) forbear from taking or exercising any Enforcement Action at any time in respect of any present or future Event of Default under any of the GFI Indenture Documents; or (ii) forbear in the exercise of any Enforcement Action at any time upon or following the occurrence of any Accommodation Termination Event;
- (j) each of the GFI Indenture Documents and the obligations and liabilities of GFI thereunder (including the GFI Obligations) are in full force and effect, constitute legal, valid and binding obligations of GFI enforceable against it in accordance with their terms, and GFI hereby waives and agrees not to assert or cause to be asserted on its behalf, and is hereby estopped from asserting or causing to be asserted on its

behalf, any rights of defense, dispute, counterclaim, set-off, deduction or other rights, claims, demands, challenges, objections or appeals of any kind whatsoever arising from or relating to any matter, cause or thing whatsoever existing as of the date of this Accommodation Agreement, whether in respect to the legal effect of any of the GFI Indenture Documents or the legality, validity or binding effect of the obligations of GFI thereunder (including the GFI Obligations) or the enforceability of same;

- (k) (i) to the best of its knowledge, all financial and other information provided by GFI to the Trustee, **[Redacted]** and their respective advisors, including FTI, with respect to the business, assets and/or liabilities of GFI is true, accurate and complete in all material respects as of the date of preparation, (ii) any projections provided by GFI to **[Redacted]** and its advisors, including FTI, are based upon assumptions believed by GFI to be reasonable as of the date of preparation, and (iii) there has been no material change in any such assumptions (or in their reasonableness) or in actual results in operations to date which has not been disclosed in writing to the CPA, **[Redacted]** and its advisors, including FTI;
- (l) this Accommodation Agreement (i) has been duly executed in compliance with Applicable Laws, (ii) delivered by a duly authorized officer on behalf of GFI, and (iii) constitutes a legal, valid and binding obligation of GFI, enforceable in accordance with its terms;
- (m) this Accommodation Agreement has been fairly and freely negotiated between sophisticated commercial parties having received the benefit of legal advice of experienced legal counsel, and GFI is entering into this Accommodation Agreement voluntarily and without duress, bad faith, unreasonable or oppressive conduct, undue influence or other unfair advantage of any kind by or on behalf of any Person;
- (n) it is in possession and control of its businesses and assets, and, for greater certainty, GFI confirms that neither **[Redacted]** nor any of its advisors, including FTI, is, or has ever been, in possession or control of the business and assets of GFI;
- (o) that **[Redacted]**, FTI and the Trustee have been acting in a commercially reasonable manner in all matters related to or in connection with this Accommodation Agreement;
- (p) save and except with respect to Recital "B" (which is not a statement within the direct knowledge of GFI), the statements contained in the Recitals of this Accommodation Agreement are true and accurate in every respect; and
- (q) in entering into this Accommodation Agreement, the Trustee and **[Redacted]** are relying on the covenants, acknowledgements, agreements, representations and warranties of GFI being true and correct at all times and that all such covenants, acknowledgements, agreements, representations and warranties are and will

continue to be in full force and effect at all times, notwithstanding that any of the conditions in section 4.2(a) herein may not be satisfied or may be waived.

2.2 Acknowledgements and Confirmations by [Redacted]

[Redacted] hereby represents and warrants that, as of the date hereof, [Redacted] (a) is the fiduciary acting for the beneficial holders of substantially all of the Debentures and the Notes set out on **Schedule “G”** hereto, or has the investment and voting discretion with respect to such Notes and Debentures, (b) has the power and authority to bind the beneficial holder(s) of such Notes and/or Debentures to the terms of this Accommodation Agreement, and (c) acknowledges and agrees that GFI is relying on such representation and warranty in entering into this Accommodation Agreement.

ARTICLE 3 AMENDMENTS TO GFI INDENTURE DOCUMENTS

- (a) Any Accommodation Termination Event hereunder shall be deemed to be an Event of Default under each of the GFI Indenture Documents.
- (b) Notwithstanding any other provision under the GFI 2013 Indenture or the GFI Debenture Security, any failure to pay an instalment of interest on any of the Debentures shall, immediately upon receipt by GFI of an Interest Default Notice, be an Event of Default under the GFI 2013 Indenture.
- (c) Notwithstanding any other provision under the GFI 2014 Indenture or the GFI Notes Security, any failure to pay an instalment of interest on any of the Notes shall, immediately upon receipt by GFI of an Interest Default Notice, be an Event of Default under the GFI 2014 Indenture.
- (d) Notwithstanding any other provision under the GFI 2013 Indenture or the GFI Debenture Security, upon the occurrence of an Event of Default under the GFI 2013 Indenture, the GFI Debenture Security shall become immediately enforceable thereunder and otherwise in accordance with Applicable Law and the Trustee and/or GFI Debentureholders shall be entitled to exercise all rights and remedies in respect of such Event of Default under this Accommodation Agreement and the GFI Indenture Documents or as otherwise available under Applicable Law.
- (e) Notwithstanding any other provision under the GFI 2014 Indenture or the GFI Notes Security, upon the occurrence of an Event of Default under the GFI 2014 Indenture, the GFI Notes Security shall become immediately enforceable thereunder and otherwise in accordance with Applicable Law and the Trustee and/or GFI Noteholders shall be entitled to exercise all rights and remedies in respect of such Event of Default under this Accommodation Agreement and the GFI Indenture Documents or as otherwise available under Applicable Law.
- (f) Save and except as expressly amended herein, all terms and conditions of the GFI Indenture Documents shall continue in full force and effect, and to the extent that

any provision thereof is inconsistent with this Accommodation Agreement, this Accommodation Agreement shall prevail.

ARTICLE 4 ACCOMMODATION

4.1 Accommodation

Effective as of the Accommodation Effective Date and until the expiration of the Accommodation Period, in reliance upon the acknowledgments, representations, warranties and covenants of GFI contained in this Accommodation Agreement, **[Redacted]**, in its capacity the fiduciary acting for the beneficial holders of substantially all of the Debentures and the Notes, shall, and shall direct any broker or other Person that holds or controls any Notes or Debentures on its behalf or on behalf of any Person in respect of whose Notes and/or Debentures **[Redacted]** has investment and voting discretion to:

- (a) continue the Coupon Waiver;
- (b) extend the Coupon Waiver to and waive the requirement under each of the GFI 2013 Indenture and GFI 2014 Indenture that GFI pay the June Interest Payment that would otherwise be due and owing on June 30, 2019;
- (c) refrain from providing any Interest Default Notice, or causing any Interest Default Notice to be provided in respect of the April Interest Payment and the June Interest Payment; and
- (d) not transfer or assign any of the Debentures or Notes unless (i) the assignee of such Debentures and/or Notes agrees to be bound by the terms of this Accommodation Agreement, or (ii) **[Redacted]** confirms to GFI in writing that **[Redacted]** has retained investment and voting discretion with respect to such Debentures and/or Notes.

4.2 Conditions

Conditions Precedent

- (a) As conditions precedent to the effectiveness of this Accommodation Agreement:
 - (i) GFI shall have duly executed and delivered this Accommodation Agreement;
 - (ii) the Mint Parties shall have entered into an agreement with **[Redacted]**, on terms satisfactory to FTI and **[Redacted]**, acting reasonably (the “**Mint Participation Agreement**”), which provides, among other things, that the Mint Parties will: (a) appoint FAAN as their chief process advisor (in such capacity, the “**Mint CPA**”) on terms satisfactory to **[Redacted]** and substantially similar to the terms of FAAN’s appointment as the CPA and with such authority as to carry out the mandate of the Mint CPA as provided

for in the Mint Participation Agreement and the SISP; (b) participate in and cause their business and assets to be subject to the SISP in accordance with its terms and, for greater certainty, agree not to market, sell, seek offers for and/or enter into any transaction in respect of their assets or business outside of the SISP; (c) cooperate with the CPA and FTI in connection with the SISP; (d) participate in any management presentations to Potential Bidders (as defined in the SISP) and respond to any reasonable due diligence requests or other questions or inquiries made by Potential Bidders; (e) provide FTI and the CPA with all reasonable information and documents that may be requested by FTI and the CPA in connection with the business, assets and/or liabilities of the Mint Parties; and (f) cooperate with FTI and the CPA in the preparation, review and updating of cash flows and any other documents associated with the valuation, assessment or realization of the business, assets and liabilities of the Mint Parties, including any options, warrants, rights of first refusal and/or similar documents;

- (iii) GFI shall have obtained appropriate board resolutions and taken such other steps as may be necessary to carry out its obligations and any other steps contemplated by this Accommodation Agreement and the SISP and shall, in taking such steps and carrying out such obligations, comply with Applicable Laws;
- (iv) the board of directors of GFI shall have appointed FAAN as CPA with such authority as to carry out the mandate of the CPA, as provided for herein and in the SISP; and
- (v) each of the Mint Parties shall have appointed FAAN as the Mint CPA with such authority as to carry out the mandate of the Mint CPA, as provided for in the Mint Participation Agreement and in the SISP.

ARTICLE 5 COVENANTS OF GFI

5.1 Operation of GFI's Business and the SISP

- (a) GFI will comply with, and generally operate its business in a manner consistent with:
 - (i) the 5-week cash flow projections and budget set out on **Schedule "F"** hereto (as may be amended, restated, supplemented, modified or updated from time to time, the "**Cash Flows**"), as such projections may only be amended, restated, supplemented, modified or updated from time to time by GFI with the assistance of the CPA and with the approval of FTI;
 - (ii) the SISP, and
 - (iii) this Accommodation Agreement.

- (b) GFI shall, shall cause the Controlled Gravitas Group Entities to, and shall use all reasonable commercial efforts to cause the Subsidiary Gravitas Group Entities to: (i) participate fully in the SISP and cause their business and assets to be marketed in accordance with the terms of the SISP and, for greater certainty, agree not to market, sell, seek offers for and/or enter into any transaction in respect of their assets or business outside of the SISP (ii) cooperate with the CPA and FTI in connection with the SISP, (iii) participate in any management presentations to Potential Bidders (as defined in the SISP) and respond to any reasonable due diligence requests or other questions or inquiries made by Potential Bidders, (iv) provide FTI and the CPA with all reasonable information and documents that may be requested by FTI and the CPA in connection with their business, assets and/or liabilities, (v) provide full access to their books, records, property and assets, wherever they may be situated, and (vi) cooperate with FTI and the CPA in the preparation, review and updating of the Cash Flows and any other documents associated with the valuation, assessment or realization of their business, assets and liabilities, including any options, warrants, rights of first refusal and/or similar documents.
- (c) As soon as reasonably practicable following execution of this Accommodation Agreement and in any event, no later than May 27, 2019, GFI shall commence the SISP and shall instruct its advisors, officers, employees and representatives to adhere to and otherwise comply with the SISP.

Cash Management

- (d) As soon as reasonably practicable following execution of this Accommodation Agreement and in any event, no later than June 15, 2019, GFI shall establish a Lockbox and GFI shall be responsible for, and shall pay for, all costs associated with maintaining and operating its Lockbox.
- (e) GFI shall direct and cause to be deposited into its Lockbox any and all Cash and Cash Equivalents payable to it from any transaction closed pursuant to the SISP (which, for greater certainty, will not include any Cash and Cash Equivalents payable to a Mint Party).
- (f) All Cash and Cash Equivalents directed and/or deposited into or otherwise held in the Lockbox shall only be used strictly in accordance with the Cash Flows or as otherwise consented to in writing by **[Redacted]**.
- (g) Upon the expiry of the Accommodation Period and unless otherwise consented to in writing by **[Redacted]**, all net Cash and Cash Equivalents directed and/or deposited into or otherwise held in the Lockbox shall, subject to the retention of the Priority Payables Reserve, be immediately applied against the GFI Obligations, and GFI hereby irrevocably and unconditionally (i) consents to the foregoing, (ii) directs the CFO to effectuate the foregoing, and (iii) and waives any rights it may have to receive any such Cash and Cash Equivalents until the GFI Obligations are indefensibly paid in full.

- (h) As soon as reasonably practicable following the expiry of the Accommodation Period and the payment to **[Redacted]** provided for in section 5.1(g), **[Redacted]** shall, and shall take reasonable commercial efforts to instruct the Trustee to, provide GFI's then current officers and directors with a full and final release covering all claims arising from the GFI 2013 Indenture and GFI 2014 Indenture other than any claims related to or arising from bad faith, gross negligence, fraud or wilful misconduct, provided that prior to providing, and instructing the Trustee to provide, such release, FTI, in consultation with the CPA, shall have determined, acting reasonably, that: (i) GFI has fully complied with the terms of this Accommodation Agreement and the SISP and carried out its obligations in connection therewith, (ii) the directors and officers of GFI have at all times since the date hereof: (A) cooperated with the CPA, FTI and **[Redacted]**, and (B) cooperated, assisted with, facilitated, and taken all reasonable steps and actions to give effect to, the SISP, this Accommodation Agreement and the Strategic Review Process, including any value maximization strategies identified by the CPA and FTI in connection therewith.
- (i) GFI shall not, and shall cause each of the Controlled Gravitas Group Entities to not, and shall use all reasonable commercial efforts to cause each of the Subsidiary Gravitas Group Entities to not, at any time, permit any Cash and Cash Equivalents in excess of \$**[Redacted]** (whether in a single advance or in the aggregate), in its possession to be funded or otherwise transferred to any of the Mint Parties (i) except with the prior written consent of **[Redacted]**; or (ii) unless the Mint Parties enter into an accommodation agreement with **[Redacted]** in respect of their existing indebtedness to it, on terms satisfactory to **[Redacted]**.

Co-operation and Disclosure

- (j) Prior to making any press release or other public disclosure regarding this Accommodation Agreement, the SISP or any other matter contemplated thereby, GFI shall provide a copy of such statements or disclosure to FTI for its review and comment; provided however that GFI shall, after providing FTI with advance copies of all related documents and a reasonable opportunity to consult with GFI and/or its advisors as to the contents thereof, make prompt disclosure of the material terms of this Accommodation Agreement and the SISP, and make such other disclosure as may be required by Applicable Law, including by any applicable stock exchange rules on which the securities of GFI or any of its affiliates are traded. Nothing herein shall bar GFI from making timely all disclosures as required by Applicable Law.
- (k) In connection with the SISP, GFI shall, shall cause the Controlled Gravitas Group Entities to, and shall use all reasonable commercial efforts to cause all other Subsidiary Gravitas Group Entities to, permit **[Redacted]** and FTI to discuss GFI, the Controlled Gravitas Group Entities and the Subsidiary Gravitas Group Entities' affairs, finances and condition with: (i) the CPA, (ii) any employees of GFI, and (iii) any Potential Bidders and their respective financial and legal advisors, subject (in the case of Potential Bidders) to such Potential Bidders entering into

confidentiality arrangements reasonably acceptable to the CPA and FTI. For greater certainty, none of the Released Parties (including FTI and **[Redacted]**) shall have any obligation or incur any liability in respect of any such discussions contemplated by this subsection 5.1(k).

Financial Performance and Reporting

- (l) With the assistance of the CPA, (i) GFI shall: (A) continue to honour all reporting requirements as are presently provided for in the GFI Indenture Documents, (B) provide FTI with “view only” access to the Lockbox and at FTI’s request, information regarding deposits therein or withdrawals therefrom, (C) cooperate with FTI and **[Redacted]** in the preparation, review and updating of Cash Flows, and (ii) GFI shall cause the Controlled Gravitass Group Entities to, and shall use all reasonable commercial efforts to cause all other Subsidiary Gravitass Group Entities to, (A) cooperate with FTI and **[Redacted]** in the preparation, review and updating of Cash Flows, and (B) cooperate with FTI and **[Redacted]** in the preparation, review and updating of any documents associated with the valuation, assessment or realization of their business, assets and liabilities, including, any options, warrants, rights of first refusal and/or similar documents.
- (m) GFI, with the assistance of the CPA and the approval of FTI, shall update the Cash Flows on a weekly basis (or at such time as determined to be appropriate by the CPA and as agreed to by FTI) and such updated Cash Flows shall include the same line items as the current Cash Flow.
- (n) GFI shall, and shall cause the Controlled Gravitass Group Entities to, notify FTI and **[Redacted]**, in writing, of (i) any material adverse change after the date hereof, of which GFI or the Controlled Gravitass Group Entities or the Subsidiary Gravitass Group Entities, as applicable, are actually aware, in the business or financial condition of GFI and/or its direct and indirect subsidiaries, (ii) the occurrence of any Event of Default under any of the GFI Indenture Documents, (iii) any Accommodation Termination Event, or (iv) any event which with notice or lapse of time or both would constitute: (a) an Event of Default under any of the GFI Indenture Documents, or (b) an Accommodation Termination Event.

Cost Reduction & Value Preservation

- (o) GFI shall not, and shall cause the Controlled Gravitass Group Entities to not, pay or incur any category of expense that is not provided for in or contemplated by the Cash Flows, including declaring or paying any dividends.
- (p) GFI shall, and shall cause the Controlled Gravitass Group Entities to, and shall use all reasonable commercial efforts to cause all other Subsidiary Gravitass Group Entities to: (i) seek to identify cost saving and expense reduction opportunities and, (ii) if appropriate in the circumstances, implement such cost saving and expense reduction measures, in each case in consultation with the CPA and FTI.

- (q) GFI shall, and shall cause the Controlled Gravitas Group Entities to, and shall use reasonable commercial efforts to cause the Subsidiary Gravitas Group Entities to: (i) sell all marketable securities owned by them or any Controlled Gravitas Group Entities, other than any equity interests in the Affiliate Gravitas Group Entities, with the proceeds of such sales to be used strictly in accordance with the Cash Flows, provided however that GFI, the Controlled Gravitas Group Entities and the Subsidiary Gravitas Group Entities, as applicable, shall be entitled to, in consultation with the CPA and FTI, use their discretion as to the manner and speed of such divestment with a view to obtaining the best return in the circumstances from such divestment; and (ii) recover, repatriate, cause the return of or otherwise take possession or control of any Cash and Cash Equivalents owned by them which are in the possession of, controlled or otherwise held by any third parties or Affiliate Gravitas Group Entities, and any such Cash and Cash Equivalents which are recovered, repatriated, returned, possessed or controlled shall be used strictly in accordance with the Cash Flows.
- (r) GFI shall not, and shall cause the Controlled Gravitas Group Entities not to, and shall use all reasonable commercial efforts to cause all other Subsidiary Gravitas Group Entities not to: (i) use or allow the use of, any of their resources for any commercial ventures outside the normal course of business, (ii) settle, compromise or forgive any material indebtedness or amounts (or any portion thereof) owing to them by any Person, or (iii) act in a manner that would materially erode the value of their assets or business or materially increase their liabilities.

ARTICLE 6

ACCOMMODATION TERMINATION EVENTS

6.1 Accommodation Termination Events

The accommodation by **[Redacted]** (in its capacity as GFI Noteholder and GFI Debentureholder) provided for in this Accommodation Agreement shall immediately and automatically (without any further action, notice or step) terminate upon the happening of any of the following events, unless otherwise waived by **[Redacted]** in writing (each event, being an “**Accommodation Termination Event**”):

- (a) if at any time, GFI or any of the Controlled Gravitas Group Entities (i) consents to or takes any steps to (a) wind-up, liquidate or dissolve, or (b) take advantage of, any insolvency, restructuring, reorganization or similar legislation, (ii) commits an act of bankruptcy, (iii) has a liquidator, trustee in bankruptcy, custodian, interim receiver, receiver or receiver and manager, sale officer or other officer with similar powers appointed with respect to it, or (iv) takes any step or action in furtherance of the foregoing (including passing any resolution authorizing the foregoing), or has any third party commence any originating process in respect of the foregoing and such originating process is not dismissed or stayed within 60 days of the day on which it was commenced;

- (b) if at any time, GFI or any of the Controlled Gravitas Group Entities ceases or threatens to cease to carry on its business, or a substantial part thereof, unless such GFI or such Controlled Gravitas Group Entity no longer has any assets of any value or any liabilities at such time that it ceases or threatens to cease carrying on business as a result of a transaction contemplated by the SISP or with the consent of **[Redacted]**;
- (c) if at any time, GFI or any of the Controlled Gravitas Group Entities (i) attempts to market, sell, seek offers for its assets or business; and/or (ii) accepts an offer in respect of a transaction involving any of its assets or business which offer was not recommended for approval by FTI to the SISP Committee (as defined in the SISP) unless such offer provides for sufficient net proceeds to indefeasibly repay all of the GFI Obligations;
- (d) if (i) no Qualified Bid (as defined in the SISP) is received under the SISP by the Transaction Bid Deadline (as defined in the SISP), including for greater certainty, any permitted extensions thereof; (ii) no Qualified Bid is accepted as a Successful Bid (as defined in the SISP) on or by the deadline set forth in the SISP, including for greater certainty, any permitted extensions thereof; or (iii) the transaction contemplated by any Successful Bid(s) have not closed by the deadlines set forth in the SISP, including any permitted extensions thereof;
- (e) if GFI fails to comply with, or defaults in any respect of, the performance or observance of the SISP, except with respect to the failure to meet any of the SISP milestones, which are addressed in section 6.1(d) hereof;
- (f) if at any time, GFI seeks interim or debtor-in-possession financing outside of the SISP that would rank in priority or *pari passu* to the GFI Obligations and/or the GFI Notes Security or the GFI Debenture Security, without the prior written approval of **[Redacted]**;
- (g) if at any time, any of the Controlled Gravitas Group Entities seeks interim or debtor-in-possession financing outside of the SISP that would rank in priority or *pari passu* to any amounts owing by such Controlled Gravitas Group Entities to GFI, without the prior written approval of **[Redacted]**;
- (h) the occurrence of any Event of Default under any of the GFI Indenture Documents;
- (i) the failure of GFI or any of the Controlled Gravitas Group Entities in the performance or observance of any covenant, term, agreement or condition of this Accommodation Agreement;
- (j) if GFI experiences a negative aggregate variance from the Cash Flows of cash receipts, expenditures, cash balances and cash flow by more than 20% on a cumulative basis commencing in week three;
- (k) if GFI fails to maintain and keep current payments to any Governmental Authority holding any statutory deemed trust on their assets, which may result in any claim

ranking in priority or *pari passu* to any claims of the Trustee, including remissions for deductions at source for employees, retail sales tax, pension contributions, goods and services tax and vacation pay;

- (l) if any confirmation, acknowledgment, representation or warranty given by GFI hereunder shall prove untrue or incorrect in any material respect as of the time made;
- (m) if GFI or any of the Controlled Gravitass Group Entities challenge, in any manner, the legality, validity, or enforceability of this Accommodation Agreement, the GFI Indenture Documents or challenge the validity or quantum of any of the GFI Obligations;
- (n) if any of the Mint Parties challenges, in any manner, the legality, validity, or enforceability of the Mint Participation Agreement;
- (o) if the engagement of the CPA or the Mint CPA is (i) terminated; or (ii) narrows in scope such that the CPA or the Mint CPA, as applicable, no longer has such authority as is required for the CPA or the Mint CPA, as applicable, to carry out its mandate as provided for in this Accommodation Agreement, the SISP and the Mint Participation Agreement, as applicable, in each case without the written consent of **[Redacted]**; or
- (p) the expiry of the Accommodation Period.

ARTICLE 7 GENERAL PROVISIONS

7.1 Release

GFI, for and on behalf of itself and each of the Controlled Gravitass Group Entities, releases, remises, acquits and forever discharges each of the Trustee, **[Redacted]**, FTI and the CPA, and each of their respective employees, agents, representatives, consultants, attorneys, advisors, fiduciaries, servants, officers, directors, partners, predecessors, successors and assigns, principals, affiliates, subsidiary corporations, parent corporations, related corporate divisions, shareholders, participants and assigns (all of the foregoing hereinafter called the “**Released Parties**”), from any and all actions and causes of action, judgments, executions, suits, debts, claims, demands, liabilities, obligations, setoffs, recoupments, counterclaims, defences, damages and expenses of any and every character, known or unknown, suspected or unsuspected, direct or indirect, at law or in equity, of whatsoever kind or nature, whether heretofore or hereafter arising, for or because of any matter or things done, omitted or suffered to be done by any of the Released Parties prior to or after the date hereof, regardless of whether it is directly or indirectly arising out of or in any way connected to this Accommodation Agreement, the GFI Indenture Documents (including the GFI Debenture Security and/or GFI Notes Security), the SISP or the engagement of FTI or the CPA, save and except as may result from such Released Parties’ gross negligence or wilful misconduct (all of the foregoing hereinafter called the “**Released Matters**”). GFI, for and on behalf of itself and each of the Controlled Gravitass Group Entities, acknowledges that the agreements in this section are intended to be in full satisfaction of all or any alleged injuries or

damages arising in connection with the Released Matters and constitute a complete waiver of any right of setoff or recoupment, counterclaim or any defence of any nature whatsoever with respect to the Released Matters or which might limit or restrict the effectiveness or scope of its agreements in this section. GFI represents and warrants that it has no knowledge of any claim by it or any of the Controlled Gravitas Group Entities against the Released Parties or of any facts or acts or omissions of the Released Parties which on the date hereof would be the basis of a claim by GFI or any of the Controlled Gravitas Group Entities against the Released Parties which is not released hereby. GFI represents and warrants that neither it nor any of the Controlled Gravitas Group Entities has purported to transfer, assign, pledge or otherwise convey any of its right, title or interest in any Released Matter to any other Person or entity and that the foregoing constitutes a full and complete release of all Released Matters. GFI has granted this release for and on behalf of itself and each of the Controlled Gravitas Group Entities freely, and voluntarily and without duress.

7.2 Indemnity

GFI shall and shall cause each of the Controlled Gravitas Group Entities to defend, indemnify and hold each of the Released Parties harmless from and against any losses, damages, costs (including reasonable legal Fees and Expenses on a substantial indemnity basis, and costs of appeal), expenses, judgments, encumbrances, decrees, fines, penalties, liabilities, claims, actions, suits, and causes of action arising, directly or indirectly, from any breach by GFI or any of the Controlled Gravitas Group Entities or their successors or assigns of any covenant, representation, warranty or release made in this Accommodation Agreement save and except as may result from such Released Parties' gross negligence or wilful misconduct.

7.3 Effect of this Agreement and No Novation

This Accommodation Agreement will not discharge or constitute novation of any debt, obligation, covenant or agreement contained in the GFI Indenture Documents, which shall remain in full force and effect save to the extent same are amended by the provisions of this Accommodation Agreement. For greater certainty, except as modified pursuant hereto, no other changes or modifications to the terms of the GFI Indenture Documents, and/or GFI Obligations are intended or implied and in all other respects the terms of the GFI Indenture Documents and GFI Obligations are confirmed.

7.4 Cost and Expenses

GFI, hereby agrees to be liable for and pay to **[Redacted]**, or as otherwise directed by **[Redacted]**, at any time and as often as **[Redacted]** may require acting reasonably, whether or not all or any of the transactions contemplated by this Accommodation Agreement or the SISP are consummated, all reasonable fees, disbursements and out of pocket costs and expenses (collectively, the "**Fees and Expenses**") of **[Redacted]**'s legal and financial advisors, including FTI, in connection with the preparation, negotiation, execution, delivery, administration, interpretation or enforcement of this Accommodation Agreement or the SISP and any agreements delivered in connection with the transactions contemplated hereby or thereby. FTI and legal counsel to **[Redacted]** shall be paid their Fees and Expenses by GFI directly and promptly upon request.

7.5 Further Assurances

The Parties hereto shall execute and deliver such supplemental documents and take such supplemental action as may be necessary or desirable to give effect to the provisions and purposes of this Accommodation Agreement.

7.6 Binding Effect

This Accommodation Agreement shall be binding upon and enure to the benefit of each of the Parties hereto and their heirs, executors, administrators, estate trustees, successors and permitted assigns.

7.7 Survival of Representations, Warranties Confirmations and Acknowledgments

All representations, warranties, confirmations and acknowledgments made in this Accommodation Agreement or any other document furnished in connection herewith shall survive the execution and delivery of this Accommodation Agreement and such other document, and no investigation by the Trustee or **[Redacted]** shall affect such representations, warranties, confirmations and acknowledgments or the rights of the Trustee or **[Redacted]** to rely upon such representations, warranties, confirmations and acknowledgments.

7.8 Third Party Beneficiaries

Except for the Released Parties with respect to section 7.1 hereto, no Person other than the Parties shall have any rights hereunder or be entitled to rely on this Accommodation Agreement and all third-party beneficiary rights are hereby expressly disclaimed.

7.9 Notice

Any notice, demand or other communication required or permitted to be given to any Party hereunder shall be given in writing and shall be effectively given and made if (i) delivered personally; or (ii) sent by e-mail, in each case to the applicable address set out below (and in each such case shall be deemed to have been received by the other Party on the same day on which it was personally delivered or sent by e-mail, if such day is a business day in Ontario, Canada, and, if not, on the next following business day):

- (a) in the case of GFI:

Gravitas Financial Inc.
333 Bay Street, Suite 1700
Toronto, ON M5H 2R2

Attention: Vikas Ranjan
Email: **[Redacted]**

with a copy (which shall not constitute notice) to:

Norton Rose Fulbright Canada LLP
200 Bay Street
Toronto, ON M5J 2Z4

Attention: Virginie Gauthier
Email: [Redacted]
with a copy (which shall not constitute notice) to:

FAAN Advisors Group Inc.
20 Adelaide Street East, Unit 920
Toronto, ON M5C 2T6

Attention: Naveed Manzoor
Email: [Redacted]

(b) in the case of the Trustee:

Computershare Trust Company of Canada
1500 Robert-Bourassa Boulevard, Suite 700
Montreal, QC H3A 3S8

Attention: General Manager, Corporate Trust Services
Email: [Redacted]

(c) in the case of [Redacted]:

[Redacted]

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, ON M5L1A9

Attention: Linc Rogers / Aryo Shalviri
Email: [Redacted]

with a copy (which shall not constitute notice) to:

FTI Capital Advisors – Canada ULC.
79 Wellington Street, Suite 2010
Toronto, ON M5K 1G8

Attention: Adam Zalev / Dean Mullett
Email: [Redacted]

7.10 Execution in Counterparts

This Accommodation Agreement may be executed in any number of counterparts by the undersigned hereunder in separate counterparts, each of which when so executed shall be deemed

to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of the undersigned to this Accommodation Agreement by facsimile or “pdf” e-mail transmission shall be effective as delivery of a manually executed copy of this Accommodation Agreement by such undersigned. [Redacted] and GFI hereby acknowledge and agree that, notwithstanding anything contained herein: (i) the Trustee may execute this Accommodation Agreement on a later date than the date hereof, (ii) upon execution of this Accommodation Agreement by [Redacted] and GFI, such Parties will be bound by the terms contained herein as of the date hereof, notwithstanding that it has not been executed by the Trustee, and (iii) to the extent any provision of this Accommodation Agreement is not enforceable until the Trustee becomes a Party hereto, such provision shall (A) not affect the validity or enforceability of any other provision of this Accommodation Agreement, and (B) automatically become enforceable upon the Trustee becoming a party hereto, effective as of the date hereof.

7.11 Governing Law

This Accommodation Agreement shall be exclusively (without regard to any rules or principals relating to conflict of laws) governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

7.12 Severability

Each of the provisions contained in this Accommodation Agreement is distinct and severable, and a declaration of invalidity, illegality or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision of this Accommodation Agreement.

7.13 Attornment

The Parties hereto irrevocably and unconditionally (i) submit and attorn to the exclusive jurisdiction of the Court with respect to any and all matters or disputes arising out of or in connection with this Accommodation Agreement, (ii) waive any right to, and shall not, oppose any such legal proceeding in the Province of Ontario on any jurisdictional basis, including *forum non conveniens*. Each of the Parties hereto agrees not to oppose the enforcement against it in any other jurisdiction of any order duly obtained from the Court.

7.14 Entire Agreement

This Accommodation Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Accommodation Agreement and supersedes any and all prior agreements, understandings, negotiations and discussions, whether oral or written, but for greater certainty does not supersede the GFI Indenture Documents, which shall all continue in full force and effect, except as expressly amended herein. There are no conditions, warranties, representations or other agreements between the Parties in connection with the subject matter of this Accommodation Agreement (whether oral or written, express or implied, statutory or otherwise) except as specifically set out in this Accommodation Agreement and the GFI Indenture Documents.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have entered into this Accommodation Agreement, effective as of the date first above mentioned.

**COMPUTERSHARE TRUST COMPANY
OF CANADA**, as Trustee

By: Signed “Nathalie Gagnon”

Name: Nathalie Gagnon
Title: Gestionnaire fiduciaire
Corporate Trust Officer

By: Signed “Nicolas Richard”

Name: Nicolas Richard
Title: Gestionnaire fiduciaire
Corporate Trust Officer

[Redacted], as GFI Noteholder and GFI
Debentureholder

By: Signed “[Redacted]”

Name: **[Redacted]**
Title: Managing Director
Authorized Signing Officer

GRAVITAS FINANCIAL INC., as Debtor

By: Signed “Vikas Ranjan”

Name: Vikas Ranjan
Title: President
Authorized Signing Officer

SCHEDULE “A”
AFFILIATE GRAVITAS GROUP ENTITIES

1. SearchGold Guinee SARL
2. Gravitas Select Flow-Through GP Inc.
3. Gravitas Global GP Inc.
4. Gravitas Siraj Holdco Inc.
5. Gravitas Financial Services Holdings Inc.
6. Forvest-Gravitas International
7. Portfolio Analysts Inc.
8. Gravitas Mining Corp.
9. Gravitas Investment GP Inc.
10. Zhaojin Gravitas Mining Investment Inc.
11. Gravitas Special Situations GP
12. Gravitas Corporate Services Inc.
13. Ubika Corp.
14. Capital Ideas Media Inc.
15. SmallCapPower Corp.
16. Gravitas Ilium Corporation
17. 2242257 Ontario Inc.
18. 2434355 Ontario Inc.
19. Gravitas Independent Portfolio Management Inc.
20. Gravitas Capital International Inc.
21. Gravitas Securities Inc.
22. Gravitas Wealth Advisors, LLC.
23. Foregrowth Inc.

24. Foregrowth Holdco Inc.
25. Foregrowth Holdco 1 Inc.
26. Foregrowth Holdco 2 Inc.
27. Foregrowth Wealth Management Inc.
28. Siraj Ontario Corporation
29. The Mint Corporation
30. Mint Block Corp.
31. 2417624 Ontario Inc.
32. Mint Middle East LLC
33. Mint Electronic Payment Services Ltd.
34. Mint Capital LLC
35. Mint Gateway for Electronic Payment Services Ltd.
36. Global Compliance Network Inc.
37. Gravitas Ventures Inc.
38. New India Investment Corp.
39. 2474184 Ontario Inc.
40. Revenue.com US Corporation
41. Prime City One Capital Corp.
42. GIC Merchant Banking Corp.
43. Bay Talent Group
44. PTC Accounting & Finance Inc.
45. Provision Staffing

**SCHEDULE “B”
SISP**

[Other than the timeline below, the SISP Procedures have been redacted as they are commercially sensitive and provided only to persons who have signed non-disclosure agreements. The SISP Procedures set out the procedures to be followed with respect to the SISP to seek one or more non-overlapping qualified bids that are recommended by FTI, in consultation with FAAN, to the applicable SISP Committee and accepted by the applicable SISP Committee, and, if there is a successful bid(s), to complete the transactions(s) thereby contemplated.]

The following table sets out the key milestones under this SISP, subject to extension by the Companies, with the consent of FTI pursuant to and in accordance with these SISP Procedures:

Milestone	Deadline
Commencement of SISP	May 28, 2019
Transaction Bid Deadline	June 14, 2019
Selection of Successful Bid(s)	June 21, 2019
Approval of Successful Bid(s)	June 26, 2019
Closing of any transactions contemplated by any Successful Bid(s), unless infeasible repayment of all amounts owing under the Indentures and the Accommodation Agreement, is made in full.	July 12, 2019

**SCHEDULE “C”
OUTSTANDING GFI OBLIGATIONS AS AT DATE HEREOF**

<i>(as of 5/27/19)</i>	Principal	Annual Coupon	April Interest Payment
GFI 2013 Indenture	\$54,022,000	3.00%	\$405,165.00
GFI 2014 Indenture	\$30,023,000	3.50%	\$262,701.25
Outstanding FTI Invoices*			[Redacted]
Outstanding Blakes Invoices*			[Redacted]

* A portion or all of these outstanding invoices may have been paid on May 27, 2019, and the quantum of GFI Obligations are to reflect any such payment.

**SCHEDULE “D”
SUBSIDIARY GRAVITAS GROUP ENTITIES**

1. Forvest-Gravitas International
2. Portfolio Analysts Inc.
3. Gravitas Ilium Corporation
4. 2242257 Ontario Inc.
5. 2434355 Ontario Inc.
6. Gravitas Independent Portfolio Management Inc.
7. Gravitas Capital International Inc.
8. Gravitas Securities Inc.
9. Gravitas Wealth Advisors, LLC.
10. Foregrowth Inc.
11. Foregrowth Holdco Inc.
12. Foregrowth Holdco 1 Inc.
13. Foregrowth Holdco 2 Inc.
14. Foregrowth Wealth Management Inc.
15. The Mint Corporation
16. Mint Block Corp.
17. 2417624 Ontario Inc.
18. Mint Middle East LLC
19. Mint Electronic Payment Services Ltd.
20. Mint Gateway for Electronic Payment Services Ltd.
21. Mint Capital LLC
22. 2474184 Ontario Inc.
23. GIC Merchant Banking Corp.

24. Bay Talent Group
25. PTC Accounting & Finance Inc.
26. Provision Staffing
27. Gravitas Mining Corp.
28. Gravitas Investment GP Inc.
29. Zhaojin Gravitas Mining Investment Inc.
30. Gravitas Special Situations GP
31. Revenue.com US Corporation
32. Prime City One Capital Corp.

**SCHEDULE “E”
CONTROLLED GRAVITAS GROUP ENTITIES**

1. SearchGold Guinee SARL
2. Gravitas Select Flow-Through GP Inc.
3. Gravitas Global GP Inc.
4. Gravitas Siraj Holdco Inc.
5. Gravitas Financial Services Holdings Inc.
6. Gravitas Corporate Services Inc.
7. Ubika Corp.
8. Capital Ideas Media Inc.
9. SmallCapPower Corp.
10. Siraj Ontario Corporation
11. Global Compliance Network Inc.
12. Gravitas Ventures Inc.
13. New India Investment Corp.

SCHEDULE "F"
CASH-FLOWS

[Redacted]

SCHEDULE "G"
BENEFICIAL HOLDINGS AS OF DATE HEREOF

<u>(as of 5/27/19)</u>	<u>Principal</u>
Debentures	[Redacted]
Notes	[Redacted]