

Clerk's Stamp

COURT FILE NO. 2301-03179  
COURT COURT OF KING'S BENCH OF ALBERTA  
JUDICIAL CENTRE CALGARY

IN THE MATTER OF THE *COMPANIES' CREDITORS  
ARRANGEMENT ACT*, RSC 1985, c C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF DYNAMIC TECHNOLOGIES GROUP INC.,  
DYNAMIC ATTRACTIONS LTD., DYNAMIC ENTERTAINMENT  
GROUP LTD., DYNAMIC STRUCTURES LTD. and DYNAMIC  
ATTRACTIONS INC.

DOCUMENT **AFFIDAVIT**

ADDRESS FOR  
SERVICE AND  
CONTACT  
INFORMATION OF  
PARTY FILING  
THIS DOCUMENT

**Gowling WLG (Canada) LLP**  
1600, 421 – 7<sup>th</sup> Avenue SW  
Calgary, AB T2P 4K9

Attn: **Sam Gabor**  
Phone: 403.298.1946  
Fax: 403.263.9193  
Email: sam.gabor@gowlingwlg.com

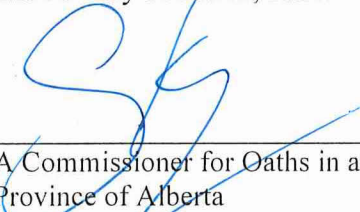
**AFFIDAVIT OF KRISTY DEIURE**  
**sworn March 16, 2023**

I, **KRISTY DEIURE**, of the City of Calgary, in the Province of Alberta, **MAKE OATH AND SAY THAT:**

1. I am employed as a Legal Assistant by Gowling WLG (Canada) LLP, counsel to the Canadian Imperial Bank of Commerce (“**CIBC**”) and as such have personal knowledge of the matters deposed to, except where stated to be based on information and belief, in which case I verily believe the same to be true.
2. Attached hereto and marked as **Exhibit “A”** is a copy of an amended and restated credit agreement dated April 17, 2019 among CIBC, as lender, and Empire Industries Ltd. (“**Empire**”), as borrower.

3. Attached hereto and marked as **Exhibit "B"** is a copy a special arrangements agreement dated June 3, 2019 among CIBC and Empire.
4. Attached hereto and marked as **Exhibit "C"** is a copy of a CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated October 10, 2013 among CIBC and Empire, with schedules thereto.
5. Attached hereto and marked respectively as **Exhibit "D"** and **Exhibit "E"** are copies of: (1) an Export Development Canada Confirmation of Request for Cover form (an "**EDC Confirmation of Request for Cover Form**") dated January 28, 2022 respecting letter of credit reference no. SBGV755000; and (2) letter of credit reference no. SBGV755000 dated April 1, 2014.
6. Attached hereto and marked respectively as **Exhibit "F"** and **Exhibit "G"** are copies of: (1) an EDC Confirmation of Request for Cover Form dated June 8, 2022 respecting letter of credit reference no. SBGV759999; and (2) letter of credit reference no. SBGV759999 dated June 17, 2016.
7. Attached hereto and marked respectively as **Exhibit "H"** and **Exhibit "I"** are copies of: (1) an EDC Confirmation of Request for Cover Form dated July 13, 2022 respecting letter of credit reference no. SBGV759468; and (2) letter of credit reference no. SBGV759468 dated September 22, 2016.
8. I swear this Affidavit in response to the Application of Dynamic Technologies Group Inc., Dynamic Attractions Ltd., Dynamic Entertainment Group Ltd, Dynamic Structures Ltd. and Dynamic Attractions Inc. for, among other things, an amended and restated initial order under the *Companies' Creditors Arrangement Act*, RSC 1985, c C-36 and for no other or improper purpose.

SWORN BEFORE ME at Calgary, Alberta, )  
 this 16<sup>th</sup> day of March, 2023. )


  
 \_\_\_\_\_ )  
 A Commissioner for Oaths in and for the )  
 Province of Alberta )

**Stephen Kroeger**  
*Barrister & Solicitor*

  
 \_\_\_\_\_ )

**KRISTY DEIURE**

This is **Exhibit "A"** referred to in the Affidavit of  
Kristy Delure, Sworn before me this 16th Day of March 2023.



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A Commissioner for Oaths in and for the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*



CIBC  
Commercial Banking

500 – One Lombard Place  
Winnipeg, MB R3C 2P3

April 17, 2019

Empire Industries Ltd.  
717 Jarvis Avenue  
Winnipeg, MB R2W 3B4

Attention: Mr. Michael Martin, Chief Financial Officer

Dear Mr. Martin:

*Re: Amended and Restated Credit Agreement*

**RECITALS:**

- A. Canadian Imperial Bank of Commerce (“**CIBC**”) made available certain Credit accommodations to Empire Industries Ltd. (the “**Borrower**”) pursuant to a Credit Agreement between CIBC and the Borrower dated September 26, 2013, as amended on October 25, 2013, January 21, 2014, and May 29, 2014 (the “**2013 Credit Agreement**”).
- B. CIBC made available certain Credit accommodations to the Borrower pursuant to a Credit Agreement between CIBC and the Borrower dated October 26, 2014 which replaced the 2013 Credit Agreement, as amended on November 17, 2014, September 30, 2015, May 13, 2016, August 3, 2016, September 6, 2016, and October 31, 2017 (the “**2014 Credit Agreement**”).
- C. CIBC and the Borrower have agreed that CIBC will assign certain of the Credits (the Revolver and the Instalment Loan) under the 2014 Credit Agreement together with related security documents granted by the Obligors to Universal pursuant to an Assignment and Assumption Agreement dated as of the date hereof (the “**Assignment Agreement**”).
- D. In order to reflect the transactions contemplated by the Assignment Agreement, CIBC and the Borrower wish to amend and restate the terms of the 2014 Credit Agreement in its entirety effective as of the Restatement Date pursuant to the terms of this Amended and Restated Credit Agreement (as may be further amended, restated, replaced or otherwise modified from time to time, this “**Agreement**”).

Pursuant to the 2014 Credit Agreement, CIBC established the following Credit facilities in favour of the Borrower which will remain in place on and after the Restatement Date. For clarity, the Revolver and the Instalment Loan (as those terms are defined in the 2014 Credit Agreement) are subject to the Assignment Agreement, and accordingly the corresponding Credits thereunder will be made available to the Borrower by Universal pursuant to the terms of a credit agreement to be entered into by the Borrower and Universal beginning on and after the Restatement Date.

### Demand Credit for Standby Letters of Credit ("LC Facility")

|   |   |
|---|---|
| Credit Limit:                                       | US \$3,941,595  |
| Purpose:  | All L/Cs under this Credit are to be used for bid and/or performance bonds issued in support of contracts for the Borrower's products and services.   |
| Description and Rate:                               | A revolving Credit, available by way of Canadian dollar, US dollar, or any other currency agreed upon by CIBC, standby L/Cs. At no time shall the total undrawn amount of outstanding L/Cs under this Credit together with the total unreimbursed amount of all drawings made pursuant to such L/Cs (including the equivalent amount in Canadian dollars of any L/C or drawing denominated in any other currency), exceed the Credit limit specified above. L/Cs under this Credit may not have terms of more than 12 months.                             |
| Fees:   | Fees for L/Cs under this Credit will be calculated at 1.0% per annum. The minimum fee for each L/C under this Credit is \$350 or US \$350, as applicable, or the equivalent amount in Canadian dollars of any other currency in which the L/C is denominated, as applicable. The Borrower shall reimburse CIBC for its out of pocket expenses relative to all L/Cs under this Credit.   |
| Drawings:   | All drawings made pursuant to L/C's under this Credit must be funded with amounts on deposit by the Borrower with CIBC.   |
| Documentation:                                      | CIBC's standard L/C documentation is required.  |
| Termination:  | This Credit may be terminated in whole or in part by CIBC at any time.  |
| Security:   | Each L/C issued under the L/C Facility will be secured by an EDC Performance Security Guarantee, in an amount and for a term not less than as recorded in the L/C.  |
| Auto-Renewal  | With respect to any L/C outstanding under the L/C Facility containing an automatic renewal provision, the Borrower acknowledges and agrees that such renewal provision will cease to be operative unless CIBC receives, at least 45 days prior to the then current expiration date of such L/C, evidence satisfactory to CIBC that any EDC Performance Security Guarantee relating to such L/C has been extended, replaced or otherwise remains in effect for the period corresponding to the next annual renewal period in respect of the applicable L/C |
| Conditions Precedent to Advances under this Credit: | Receipt and satisfactory review of documentation in support of EDC's approval of performance security.  |

### Demand VISA Credit Facility ("Visa Facility")

Credit Limit: \$150,000

|                |  |
|----------------|--|
| Purpose:       | All amounts obtained under this Credit are to be used to support a US Bank commercial card program that the Borrower wishes to establish with the US Bank National Association, Canada Branch (“US Bank”). |
| Repayment:     | All amounts under this Credit are repayable immediately on demand by CIBC, and this Credit may be terminated in whole or in part by CIBC at any time.  |
| Documentation: | CIBC’s standard US Bank Canada Commercial Card Acknowledgement and Indemnity Agreement is required.  |
| Security:      | Outstanding Visa obligations are required to be cash collateralized in favour of CIBC in minimum amount of \$150,000   |

#### Rates and Fees

|                 |  |
|-----------------|--|
| Fees and Costs: | <ul style="list-style-type: none"> <li>- Monthly Loan Administration Fee of \$250 is payable monthly in arrears</li> <li>- Standby financial L/Cs: 250 bps/annum, and subject to a minimum \$350 per issuance, or US \$350, as applicable, or the equivalent amount in Canadian dollars of the other currency in which the L/C is denominated, as applicable, plus out of pocket expenses</li> <li>- Non-financial L/Cs: 25 bps for each 90 day period or part of that period, minimum \$150, or US \$150, as applicable, or the equivalent amount in Canadian dollars of the other currency in which the L/C is denominated, as applicable, plus out of pocket expenses</li> <li>- Annual loan renewal fee of 10 bps per annum on the aggregate authorized limit of the Credit Facilities, due at each annual anniversary date of this Credit Agreement</li> <li>- All out of pocket costs including, without limitation, legal costs are for the account of the Borrower.</li> </ul> |
|-----------------|--|

#### Security

After giving effect to the assignment to Universal of the Security Documents (as such term is used and defined in the Assignment Agreement), the following credit support documents will become effective as of the Restatement Date in favour of CIBC (each dated as of the date hereof):

- Guarantee entered into by Dynamic Entertainment Group Ltd. (“DEGL”) in favour of CIBC;
- Guarantee entered into by Dynamic Attractions Ltd. (“DAL”) in favour of CIBC;
- Guarantee entered into by Dynamic Attractions Inc. (“DAI”, and together with DEGL and DAL, in each case in their respective capacity as guarantors under the Guarantees, the “Guarantors”) in favour of CIBC;

The foregoing guarantees are collectively referred to as, the “Guarantees”.

#### Negative Covenants

- Change of Business: None of the Borrower and its Subsidiaries will change its principal business activity without the prior written consent of CIBC.
- Amalgamations, etc.: None of the Borrower and/or its Subsidiaries will enter into any amalgamation or consolidation or merger or liquidate, wind-up or dissolve itself (or permit any liquidation, winding-up or dissolution or any proceedings therefore) or continue itself under the laws of any other statute or jurisdiction, except that, subject to the Borrower and its Subsidiaries taking such action, and executing and delivering to CIBC such agreements and other documents as CIBC may require, acting reasonably, to assure the continued validity, enforceability and effectiveness of the Guarantees and the covenants, agreements and obligations of the Borrower under the Credits, and provided that there does not then exist any failure by the Borrower to perform or observe any of its covenants in this Agreement and no such failure would be created thereby, any wholly-owned Subsidiary may be amalgamated or consolidated or merged or liquidated, wound-up or dissolved with or into the Borrower, provided that the Borrower shall be the continuing corporation, or with or into any one or more other wholly-owned Subsidiaries.
- Transactions with Affiliates: Except as specifically permitted hereunder, none of the Borrower and/or its Subsidiaries will enter into any transaction, including the purchase, sale or exchange of any property or the rendering of any services, with any of its shareholders or with any of its Affiliates, or with any of its or their directors or officers, or enter into, assume or permit to exist any employment, consulting or analogous agreement or arrangement with any such shareholder or Affiliate or with any of its directors or officers, except a transaction or agreement or arrangement which is in the ordinary course of business of the Borrower or such Subsidiary and which is upon fair and reasonable terms not less favourable to the Borrower or its applicable Subsidiary than it would obtain in a comparable arms-length transaction.
- Change in Control: Without the prior consent in writing of CIBC, none of the Borrower and/or its Subsidiaries will issue any shares in its capital stock (or securities convertible or exchangeable into any such shares) or any options to acquire shares, or take or permit any other action which, in respect of any of the foregoing circumstances, would result in a Change in Control of the Borrower or any of its Subsidiaries or any of the Subsidiaries of its Subsidiaries.

## Reporting Requirements

Reporting  
Requirements:

The Borrower will provide to CIBC:

- within 60 days after the end of each fiscal quarter, except the last fiscal quarter in each fiscal year, the unaudited consolidated financial statements of the Borrower for such quarter, prepared in accordance with GAAP
- within 120 days after the end of each fiscal year, the audited consolidated financial statements of the Borrower for such year, prepared in accordance with GAP

#### **Other Provisions**

Schedule A:

The attached Schedule A, which contains certain additional provisions applicable to the Credits, and certain definitions, forms part of this Agreement.

Replacement:

This letter supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of any credit facility established by CIBC in favour of the Borrower, including the 2013 Credit Agreement and the 2014 Credit Agreement.

*- signature page follows -*

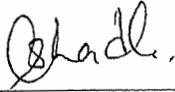


This Agreement is entered into and effective as of the date first stated above.

Address:  
25 King Street West, 16<sup>th</sup> Floor  
Toronto, ON M5L 2A1

Attention: Supriya Sarin  
Facsimile: (416) 304-8609  
e-mail: Supriya.Sarin@cibc.com

CANADIAN IMPERIAL BANK OF COMMERCE

By:   
Name: **SUPRIYA SARIN**  
Title: **Senior Director**      **SUPRIYA SARIN**  
**Senior Director**

Address:  
717 Jarvis Avenue  
Winnipeg, MB R2W 3B4

Attention: Mr. Michael Martin  
Facsimile:  
e-mail: mmartin@empind.com

Empire Industries Ltd.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This Agreement is entered into and effective as of the date first stated above.

Address:  
500 – One Lombard Place  
Winnipeg, MB R3C 2P3

**CANADIAN IMPERIAL BANK OF COMMERCE**

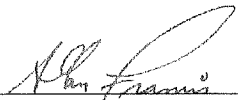
Attention: Tim Friesen  
Facsimile: (204) 943-8347  
e-mail: tim.friesen@cibc.com

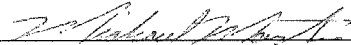
By: \_\_\_\_\_  
Name:  
Title:

Address:  
717 Jarvis Avenue  
Winnipeg, MB R2W 3B4

**Empire Industries Ltd.**

Attention: Mr. Michael Martin  
Facsimile:  
e-mail: mmartin@empind.com

By:  \_\_\_\_\_  
Name: Allan Francis  
Title: Corporate Secretary

By:  \_\_\_\_\_  
Name: Michael Martin  
Title: Chief Financial Officer

## SCHEDULE A - ADDITIONAL DEFINITIONS AND PROVISIONS

### 1. GENERAL

1.1 **Use of Funds, Returns.** The Borrower will use the Credits only for the purposes specified in this Agreement. The Borrower may not at any time exceed the limit of any Credit, and CIBC may, without notice to the Borrower, return any item that, if paid, would result in the limit of any Credit being exceeded. If, on the other hand, CIBC in its sole discretion elects to pay any such item, the Borrower will pay to CIBC immediately the amount by which the limit of the applicable Credit has been exceeded.

1.2 **Notice of Failure.** The Borrower will promptly notify CIBC of the occurrence of any failure to perform or observe any of its covenants in this Agreement.

1.3 **Confidentiality.** The terms of this Agreement are confidential between the Borrower and CIBC, and accordingly the Borrower will not disclose the contents of this Agreement to anyone except its professional advisors.

1.4 **Applying money received.** At any time that the Borrower has failed (beyond any period of grace permitted by CIBC) to perform or observe any of its covenants in this Agreement, all moneys received by CIBC from the Borrower or from any Guarantees may be applied on such parts of the Borrower's liabilities to CIBC as CIBC may determine.

1.5 **Right of Set-Off.** At any time that the Borrower has failed (beyond any period of grace permitted by CIBC) to perform or observe any of its covenants in this Agreement, CIBC is authorized at any time to set-off and apply any deposits held by it and any other amounts owed by it to or for the credit of the Borrower against any and all of the obligations of the Borrower with respect to the Credits, irrespective of whether or not CIBC has made any demand and even though any such obligations may not yet be due and payable.

1.6 **Expenses.** The Borrower will reimburse CIBC for all reasonable fees (including legal fees) and out-of-pocket expenses incurred in preparing and registering any Security, in responding to requests from the Borrower for waivers, amendments and other matters, and in enforcing CIBC's rights under this Agreement or any Security.

1.7 **Further information requirements.** The Borrower will provide such further information about its business and its Subsidiaries as is reasonably requested by CIBC from time to time, and such information shall be in a form acceptable to CIBC.

1.8 **Consent to release information.** CIBC may from time to time give any credit or other information about the Borrower to, or receive such information from, (i) any financial institution, credit reporting agency, rating agency or credit bureau, (ii) any person, firm or corporation with whom the Borrower may have or proposes to have financial dealings, and (iii) any person, firm or corporation in connection with any dealings the Borrower has or proposes to have with CIBC. The Borrower agrees that CIBC may use that information to establish and maintain the Borrower's relationship with CIBC and to offer any services as permitted by law, including services and products offered by CIBC's Subsidiaries when it is considered that this may be suitable to the Borrower.

1.9 **Instructions by fax, phone and e-mail.** The Borrower may deliver, and CIBC may accept, instructions by fax, telephone (including cellular phone) and internet e-mail ("Electronic Communication"), according to CIBC-approved procedures, which procedures may be limited to particular types of communications or services. Unless the Borrower expressly indicates otherwise, the Borrower agrees that CIBC may also communicate with the Borrower by e-mail or fax. This may include (i) CIBC sending confidential information to the Borrower, at the Borrower's request; or (ii) the Borrower sending

confidential information to CIBC. An Electronic Communication may not be a secure means of communication and the Borrower assumes responsibility for the risks of using Electronic Communications including, without limitation, the possibility that an Electronic Communication is: intercepted by or sent to an unauthorized person, misunderstood, lost, delayed, or not received by CIBC at all. CIBC is entitled to rely upon any Electronic Communication from or purporting to be from the Borrower, as if such instructions were given in writing. However, CIBC may choose not to act upon an Electronic Communication if it believes that the Electronic Communication is unauthorized, incorrect or unclear. CIBC shall not be liable for, and the Borrower will indemnify and save CIBC harmless from, any claims, losses, damages, liabilities and expenses that CIBC incurs (other than those due to CIBC's gross negligence or wilful misconduct) including among other things all legal fees and expenses, arising from CIBC acting or declining to act on any of your Electronic Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by you to CIBC under this Agreement or otherwise.

**1.10 Further Assurances.** The Borrower will from time to time promptly upon request by CIBC do and execute all such acts and documents as may be reasonably required by CIBC to give effect to the Credits and the Guarantees, and to any transfer pursuant to section 1.15 of this Schedule.

**1.11 Environmental.** The Borrower will, and will ensure that each of its Subsidiaries will, carry on its business, and maintain its assets and property in accordance with all applicable environmental, health and safety laws and regulations. If there occurs or occurred in the past any release, deposit, discharge or disposal of any substance that may cause any environmental harm or adverse environmental effect or that is or may be regulated by any law for the protection of the environment, human health or safety, (collectively, a "Discharge") in connection with the business or property of the Borrower or any of its Subsidiaries, and as a result CIBC suffers any third party claim, legal obligation, loss, expense or damage whatsoever, the Borrower will reimburse CIBC, its directors, officers, employees and agents for any and all losses, damages, fines, costs and other amounts that result (including amounts spent conducting any necessary environmental assessments or investigations or defending any third party claims or proceedings, government demands or orders). If CIBC asks, the Borrower will defend any third party claims or proceedings, investigations or prosecutions brought against CIBC or any of its directors, officers, employees and agents in connection with any Discharge. The Borrower's obligation under this section continues even after all Credits have been repaid and this Agreement has terminated.

**1.12 Waiver.** No delay on the part of CIBC in exercising any right or privilege will operate as a waiver thereof, and no waiver of any failure or default will operate as a waiver thereof unless made in writing and signed by an authorized officer of CIBC, or will be applicable to any other failure or default.

**1.13 Assignment.** CIBC may assign, sell or participate (herein referred to as a "transfer") all or any part of its rights and obligations under all or any of the Credits to any third party, and the Borrower agrees to sign any documents and take any actions that CIBC may reasonably require in connection with any such transfer. Upon completion of the transfer, the third party will have the same rights and obligations under this Agreement as if it were a party to it, with respect to all rights and obligations included in the transfer. The Borrower may not assign any of its rights or obligations under any of the Credits.

**1.14 Application to Subsidiaries.** The Borrower will ensure that each of its Subsidiaries complies with sections 1.11, 1.12 and 1.13 of this Schedule, as if the references to the Borrower therein were references to each such Subsidiary.

**1.15 Governing Law.** This Agreement shall be governed by the laws of Alberta, and the Borrower submits itself to the jurisdiction of any competent federal or provincial court in such jurisdiction.

**1.16 Counterparts.** This Agreement may be executed in one or more counterparts, and all of such counterparts shall constitute the same agreement.

1.17 **Certain Definitions.** In this Agreement the following terms have the following meanings:

“Acknowledgment and Confirmation of Security” means the Acknowledgment and Confirmation of Security dated as of the date hereof between the Guarantors and CIBC pursuant to which the Guarantors affirm their respective guarantees of the Borrower’s obligations in respect of this Agreement.

“Affiliate” means, with respect to any person, any other person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such person, and includes any person in like relation to an Affiliate. A person shall be deemed to control another person if the first person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person, whether through the ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning assigned to such term in Recital D.

“Business Day” means (i) with respect to any amount denominated in Canadian dollars and all matters pertaining thereto, any day excluding Saturday, Sunday and any day which is a legal holiday in Toronto, Canada; and (ii) with respect to any amount denominated in US dollars (except as provided below) and all matters pertaining thereto, any day excluding Saturday, Sunday or any day which is a legal holiday in New York, U.S.A. or Toronto, Canada.

“Cash Collateral Account” means a segregated deposit account established with CIBC in the name of the Borrower (but with CIBC as beneficial owner) for the sole purpose of cash collateralizing the Borrower’s obligations under the Visa Facility and L/C Facility in accordance with the terms of this Agreement.

“CDOR” means, for any day, the average of the annual discount rates for bankers’ acceptances denominated in Canadian dollars of certain banks named in Schedule 1 to the *Bank Act* (Canada) for a specified term and face amount that appears on the CDOR page of the Reuters Screen as of 10:00 a.m. on such day (or, if such day is not a Business Day, as of 10:00 a.m. on the next preceding Business Day).

“Change in Control” means any of the following events or circumstances:

- (i) with respect to the Borrower, the acquisition by any person, or group of persons acting jointly or in concert, of voting Control or direction of more than 50% of the outstanding voting common shares of the Borrower and, for greater certainty, excludes an acquisition, merger, reorganization, amalgamation, arrangement, combination or other similar transaction involving the Borrower if immediately after the closing of such transaction no person, or group of persons acting jointly or in concert, holds voting Control or direction over more than 50% of the outstanding voting common shares of the Borrower or the successor entity resulting from such transaction;
- (ii) with respect to each of the Borrower’s Subsidiaries, any change, direct or indirect, which would result in the Borrower no longer Controlling a Subsidiary, or with respect to the Borrower’s Subsidiaries, any change, direct or indirect, which would result in none of the Borrower or the Borrower’s Subsidiaries controlling such Subsidiary.

“Compliance Certificate” means an Officer’s Certificate stating, as of the applicable date, (i) that the Borrower is not in default of the observance or performance of any of its covenants in this Agreement (or describing any default then existing), and (ii) that all representations and warranties contained in this Agreement are true and accurate as if made on and as of such date (or describing

any thereof that are not then true and accurate). Unless otherwise prescribed by CIBC, a Compliance Certificate shall be substantially in the form attached to this Schedule A.

“Control” (including the correlative terms “controlling”, “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise

“Credit” means an availing of credit extended by CIBC to the Borrower, consisting of (i) prior to the Restatement Date, the Revolver, Instalment Loan, L/C Facility and Visa Facility, and (ii) on and after the Restatement Date, the L/C Facility and Visa Facility.

“Documentary L/C Sublimit” has the meaning specified under “Description and Rate” in the description of the Demand Operating Credit herein.

“EDC Performance Security Guarantee” means a guarantee granted by Export Development Canada, as guarantor, in favour of CIBC, as beneficiary, with respect to the Borrower’s obligations under the L/C Facility.

“Empire ISDA Agreement” means the ISDA Master Agreement and Schedule dated February 27, 2014 between CIBC and the Borrower.

“Event of Default” means any of the following events or circumstances:

- (i) if the Borrower fails to pay any principal amount when due and payable;
- (ii) if the Borrower fails to pay any interest, fee or other amount (except principal) when due and payable and such failure continues for three Business Days or more;
- (iii) if the Borrower defaults in the performance or observance of any negative covenant contained in this Agreement;
- (iv) if the Borrower defaults in the performance or observance of any other term or covenant contained in this Agreement or the Security and such default continues for 30 days or more after the earlier of the date on which the Borrower first has actual knowledge of such default and the date on which written notice of such default is given to it by CIBC;
- (v) if any representation or warranty contained in this Agreement or the Security or in any certificate delivered to CIBC by or on behalf of the Borrower is untrue in any material respect on the date as of which it was made;
- (vi) if an aggregate amount exceeding \$1,000,000 owed by the Borrower or its Subsidiaries is not paid when due and the maturity thereof is accelerated;
- (vii) if it is or will become unlawful for any of the Borrower and its Subsidiaries to perform or comply with any of its obligations under this Agreement or the Security, or if any obligation of any of the Borrower and its Subsidiaries under this Agreement or the Security ceases to be its legal, valid, binding and enforceable obligation, or if the enforceability of this Agreement or any of the Security is disputed by any of the Borrower and its Subsidiaries, or if any of the Security ceases to constitute a Lien of the nature and priority contemplated by this Agreement;
- (viii) if any of the Borrower and its Subsidiaries commits an act of bankruptcy under the *Bankruptcy and Insolvency Act* (Canada), or institutes proceedings for its winding up,

liquidation or dissolution, or takes action to become a voluntary bankrupt, or consents to the filing of a bankruptcy proceeding against it, or files a petition or other proceeding seeking reorganization, readjustment, arrangement, composition or similar relief under any bankruptcy law or insolvency law or consents to the filing of any such petition or other proceeding, or consents to the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or insolvency of the whole or any material part of its property, or makes an assignment for the benefit of creditors, or publicly announces or admits in writing its inability to pay its debts generally as they become due, or suspends or threatens to suspend transaction of all or any substantial part of its usual business, or any action is taken by any of the Borrower and its Subsidiaries or any shareholder of any of them in furtherance of any of the foregoing;

- (ix) if proceedings are instituted in any court of competent jurisdiction by any person (other than any of the Borrower and its Subsidiaries or a shareholder of any of them) for the winding up, liquidation or dissolution of any of the Borrower and its Subsidiaries, or for any reorganization, readjustment, arrangement, composition or similar relief with respect to any of the Borrower and its Subsidiaries under any bankruptcy law or any other applicable insolvency law, or for the appointment of a receiver, liquidator, trustee or assignee in bankruptcy or insolvency of the whole or any material part of the property of any of the Borrower and its Subsidiaries, and at any time thereafter such proceeding is not contested in good faith, or if any order sought in any such proceeding is granted;
- (x) if an encumbrancer (including without limitation an execution creditor) takes possession of any property of any of the Borrower and its Subsidiaries which in the opinion of CIBC is material;
- (xi) if there exists for any period of three consecutive Business Days one or more non-appealable judgements of a court of competent jurisdiction against any of the Borrower and its Subsidiaries for an aggregate amount exceeding \$1,000,000 (or the equivalent amount in any other currency) which has not been satisfied in full (exclusive of any amount adequately covered by insurance as to which the insurer has acknowledged coverage);
- (xii) if in the reasonable opinion of CIBC there has occurred any event which has had a Material Adverse Effect; or
- (xiii) if in the reasonable opinion of CIBC there occurs a Change in Control.

“Federal Funds Rate” means, for any day, an annual interest rate equal to the weighted average of the rates on overnight United States federal funds transactions with members of the Federal Reserve System arranged by United States federal funds brokers, as published for such day (or, if such day is not a business day in New York, for the next preceding business day in New York) by the Federal Reserve Bank of New York, or for any such business day on which such rate is not so published, the arithmetic average of the quotations for such day on such transactions received by CIBC from three United States federal funds brokers of recognized standing selected by it.

“GAAP” means those accounting principles which are recognized as being generally accepted in Canada from time to time as set out in the handbook published by the Canadian Institute of Chartered Accountants. If the Borrower, or the party to which references to GAAP are intended to apply, has adopted International Financial Reporting Standards (“IFRS”), then the applicable references in this Agreement to GAAP or Generally Accepted Accounting Principles may be interpreted to mean IFRS, but only if CIBC has consented to such change.

“Interest Rate Applicable to Credit Limit Excesses” means the annual interest rate generally established by CIBC from time to time for the purpose of calculating interest on overdrafts in accounts maintained with CIBC in Canada.

“Letter of Credit” or “L/C” means a documentary or standby letter of credit, a letter of guarantee or a similar instrument, in form and substance satisfactory to CIBC.

“Lien” includes without limitation a mortgage, charge, lien, security interest or encumbrance of any sort on any property or asset, and includes conditional sales contracts, title retention agreements, capital trusts and capital leases.

“Material Adverse Effect” means a material adverse effect on the business, property, condition (financial or otherwise) or prospects of the Borrower and its Subsidiaries, considered as a whole, or a material adverse effect on the ability of any of the Borrower and its Subsidiaries to perform its obligations under any of this Agreement and the Security to which it is a party.

“Obligor” means the Borrower and each Guarantor.

“Officer’s Certificate” means a certificate, in form satisfactory to CIBC, signed by a senior officer of the Borrower.

“Operating Account” means any account of the Borrower with CIBC, or any such other account as is agreed upon by the Borrower and CIBC from time to time for the purposes hereof.

“Original Closing Date” means October 26, 2014.

“Person” means an individual, corporation, company, body corporate, partnership, joint venture, governmental authority, unincorporated organization, trust, association, estate or other entity.

“Prime Rate” means a fluctuating annual interest rate equal at all times to the greater of (i) the reference rate of interest (however designated) of CIBC for determining interest chargeable by it on loans in Canadian dollars made in Canada and (ii) 3/4 of 1% per annum above the CDOR for 30-day bankers’ acceptances from time to time.

“Restatement Date” the date on which the conditions precedent set out in Section 5.2 have been satisfied or waived by CIBC.

“Subsidiary” of any person means any other person of which shares or other equity units having ordinary voting power to elect a majority of the board of directors or other individuals performing comparable functions, or which are entitled to or represent more than 50% of the owners’ equity or capital or entitlement to profits, are owned beneficially or controlled, directly or indirectly, by any one or more of such first person and the Subsidiaries of such first person, and shall include any other person in like relationship to a Subsidiary of such first person.

“Universal” means UNIVERSAL CITY DEVELOPMENT PARTNERS, LTD., together with its successors and permitted assigns.

“US Base Rate” means a fluctuating annual interest rate equal at all times to the greater of (i) the reference rate of interest (however designated) of CIBC for determining interest chargeable by it on loans in US dollars made in Canada, and (ii) 3/4 of 1% per annum above the Federal Funds Rate from time to time.

## 2. INTEREST RATES; PAYMENTS; CALCULATIONS



2.1 **Interest Rates.** Interest is payable with respect to:

- (i) excess amounts (provided that nothing herein shall be deemed to imply that the Borrower is entitled to obtain any such excess amount, or that the limit of a Credit is to be increased in any circumstance) above the limit of a Credit or a part of a Credit, as described in section 2.4 of this Schedule;
- (ii) amounts that are not paid when due, at the Interest Rate Applicable to Credit Limit Excesses; and
- (iii) any other amounts, at the rate specified in this Agreement.

2.2 **Variable interest.** Each variable interest rate provided for in this Agreement will change automatically, without notice, whenever the Prime Rate or the US Base Rate, as the case may be, changes.

2.3 **Payment of interest.** Interest is calculated on the applicable balance at the end of each day. Interest is payable in arrears once a month on the day required by CIBC, unless otherwise specified in this Agreement.

2.4 **Interest Rate Applicable to Credit Limit Excesses.** To determine whether the Interest Rate Applicable to Credit Limit Excesses is to be charged, the following rules apply:

- (a) The Interest Rate Applicable to Credit Limit Excesses will be charged on the amount that exceeds the limit of any particular Credit.
- (b) If there are several parts of a Credit, the Interest Rate Applicable to Credit Limit Excesses will be charged if the limit of a particular part is exceeded. For example, if Credit A's limit is \$250,000, and the limit of one part of Credit A is \$100,000 and the limit of that part is exceeded by \$25,000, the Interest Rate Applicable to Credit Limit Excesses will be charged on that \$25,000 excess, even if the total amount outstanding under Credit A is less than \$250,000.
- (c) To determine if the limit of a Credit has been exceeded, any amounts in a currency other than the currency in which the limit is designated will be converted into that currency, as described in section 2.11 of this Schedule.

2.5 **Interest on Overdue Amounts.** Except as otherwise specified herein, if any principal is not paid when due, such overdue principal will bear interest (as well after as before judgement), payable on demand, at the interest rate applicable to such principal prior to default, and interest will be payable on overdue interest (as well after as before judgement) at the same rate as is applicable to the related principal. If any amount is not paid by the Borrower when due and there is no interest otherwise applicable to such amount specified herein, such overdue amount will bear interest (as well after as before judgement), payable on demand, at a rate per annum equal at all times to the Prime Rate plus 5% (in the case of any such amount payable in Canadian dollars) or the US Base Rate plus 5% (in the case of any such amount payable in US dollars) from the date of non-payment until paid in full.

2.6 **Reductions of Limit of Credits.** On or prior to each date on which the limit of any Credit is reduced, the Borrower will repay such outstanding amounts thereunder, if any, as are necessary so that, after giving effect to the repayment, the total of all amounts outstanding under such Credit does not exceed the limit as so reduced.

2.7 **Payments.** If any payment is due on a day other than a Business Day, such payment will be due on the next Business Day.

2.8 **CIBC's pricing policy.** The fees, interest rates and other charges for the Borrower's banking arrangements with CIBC are dependent upon each other. Accordingly, if the Borrower cancels or does not follow through with, in the manner originally contemplated, any of these arrangements, CIBC reserves the right to require payment by the Borrower of increased or added fees, interest rates and charges as a condition of the continuation of the Borrower's banking arrangements.

2.9 **Calculations.** The following terms apply to all calculations under the Credits:

- (a) CDOR, Federal Funds Rate, Prime Rate and US Base Rate shall be determined by CIBC if and whenever such determination is required for the purpose of this Agreement, and such determination by CIBC shall be conclusive evidence of such rate.
- (b) Except as provided in the next sentence, all interest and fees hereunder shall be computed on the basis of the actual number of days elapsed divided by 365. 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 360, as the case may be.
- (c) 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.

2.10 **CIBC's Records.** CIBC's loan accounting records will provide conclusive evidence of all terms and conditions of the Credits such as principal loan balances, interest calculations, and payment dates.

2.11 **Foreign Currency Conversion.** If it is necessary for any purpose relating to the Credits that an amount denominated in a currency other than Canadian dollars be expressed in or equated to an amount of Canadian dollars (such as, for example, to determine whether amounts denominated in US dollars that are outstanding under a Credit which has a limit specified in Canadian dollars exceed the limit of such Credit so as to make applicable the Interest Rate Applicable to Credit Limit Excesses), the applicable amount of Canadian dollars shall be determined by CIBC in accordance with its normal practice.

2.12 **Deemed Re-Investment Principle.** For the purpose of the *Interest Act* (Canada) and any other purpose, the principle of deemed re-investment of interest is not applicable to any calculation under this Agreement, and the rates of interest and fees specified in this Agreement are intended to be nominal rates and not effective rates or yields.

### 3. NOTICE OF BORROWING; NOTICE OF REPAYMENT; OVERDRAFTS

3.1 **Notice of Borrowing.** Whenever the Borrower desires to obtain any amount under a Credit, it will give to CIBC irrevocable prior written notice (a "Notice of Borrowing") specifying the Credit under which such amount is to be obtained and the particulars of such amount and the Business Day on which such amount is to be obtained. No amount shall be obtained if the term thereof would mature beyond any scheduled repayment or reduction date for the applicable Credit and all or any part of such amount will be required to be repaid on such date. The amount to be obtained under any Credit at any time shall not exceed the undisbursed amount of that Credit at such time.

3.2 **Notice of Repayment.** Whenever the Borrower desires to make any repayment or repayments under one or more of the Credits in an aggregate amount exceeding \$10,000,000 (or an equivalent amount in any other currency) on any day, it will give to CIBC irrevocable written notice specifying the particulars of such repayment not later than 10:00 a.m. on the Business Day preceding the applicable repayment date.

### 4. INDEMNITIES

4.1 **Reserve Indemnity.** If subsequent to the date of this Agreement any change in or introduction of any applicable law, or compliance by CIBC with any request or directive by any central bank, superintendent of financial institutions or other comparable authority, shall subject CIBC to any tax with respect to the Credits or change the basis of taxation of payments to CIBC of any amount payable under the Credits (except for changes in the rate of tax on the overall net income of CIBC), or impose any capital maintenance or capital adequacy requirement, reserve requirement or similar requirement with respect to the Credits, or impose on CIBC, any other condition or restriction, and the result of any of the foregoing is to increase the cost to CIBC of making or maintaining the Credits or any amount thereunder or to reduce any amount otherwise received by CIBC under the Credits, CIBC will promptly notify the Borrower of such event and the Borrower will pay to CIBC such additional amount calculated by CIBC as is necessary to compensate CIBC for such additional cost or reduced amount received. A certificate of CIBC as to any such additional amount payable to it and containing reasonable details of the calculation thereof shall be conclusive evidence thereof.

4.2 **Currency Indemnity.** Interest and fees hereunder shall be payable in the same currency as the principal to which they relate. Any payment on account of an amount payable in a particular currency (the "proper currency") made to or for the account of CIBC in a currency (the "other currency") other than the proper currency, whether pursuant to a judgement or order of any court or tribunal or otherwise and whether arising from the conversion of any amount denominated in one currency into another currency for any purpose, shall constitute a discharge of the Borrower's obligation only to the extent of the amount of the proper currency which CIBC is able, in the normal course of its business within one Business Day after receipt by it of such payment, to purchase with the amount of the other currency so received. If the amount of the proper currency which CIBC is able to purchase is less than the amount of the proper currency due to CIBC, the Borrower shall indemnify and save CIBC harmless from and against any loss or damage arising as a result of such deficiency.

4.3 **Tax Indemnity.** All payments by the Borrower under this Agreement shall be made free and clear of, and without reduction for or on account of, any present or future income, stamp or other taxes, levies, imposts, duties, charges, fees, deductions or withholdings, other than taxes imposed on the overall net income of CIBC or franchise taxes, taxes on doing business or taxes measured by the capital or net worth of CIBC (collectively "Excluded Taxes"), now or hereafter imposed, levied, collected, withheld or assessed by any country or any political subdivision thereof (collectively "Taxes"); provided, however, that if any Taxes are required to be withheld from any interest or other amount payable to the CIBC hereunder, the amount so payable to the CIBC shall be increased to the extent necessary to yield to CIBC, on a net basis after payment of all Taxes and after payment of all Excluded Taxes imposed by any relevant jurisdiction on any additional amounts payable under this section, interest or any such other amount payable hereunder

at the rate or in the amount specified in this Agreement. The Borrower shall be fully liable and responsible for and shall, promptly following receipt of a request from CIBC, pay to CIBC any and all sales, goods and services taxes payable under the laws of Canada or any political subdivision thereof with respect to any and all goods and services made available hereunder to the Borrower by CIBC, and such taxes shall be included in the definition of "Taxes" for all purposes hereof. Whenever any Taxes are payable by the Borrower, as promptly as possible thereafter it shall send to CIBC, a certified copy of an original official receipt showing payment thereof. If the Borrower fails to pay any Taxes when due or fails to remit to CIBC as aforesaid the required documentary evidence thereof, the Borrower shall indemnify and save harmless CIBC from any incremental taxes, interest, penalties or other liabilities that may become payable by CIBC or to which CIBC may be subjected as a result of any such failure. A certificate of CIBC as to the amount of any such taxes, interest or penalties and containing reasonable details of the calculation thereof shall be *prima facie* evidence thereof.

**4.4 Default Indemnity.** The Borrower shall indemnify and save harmless CIBC from all claims, demands, liabilities, damages, losses, costs, charges and expenses, including any loss or expense arising from interest or fees payable by CIBC to lenders of funds obtained by it in order to make or maintain any amount under the Credits and any loss or expense incurred in liquidating or re-employing deposits from which such funds were obtained, which may be incurred by CIBC as a consequence of (i) default by the Borrower in the payment when due of any amount hereunder or the occurrence of any other default relative to any of the Credits, (ii) default by the Borrower in obtaining any amount after the Borrower has given notice hereunder that it desires to obtain such amount, (iii) default by the Borrower in making any optional repayment of any amount after the Borrower has given notice hereunder that it desires to make such repayment, or (iv) the repayment of any other amount otherwise than on any specified maturity date thereof. A certificate of CIBC as to any such loss or expense and containing reasonable details of the calculation thereof shall be *prima facie* evidence thereof.

## **5. CONDITIONS PRECEDENT**

### **5.1 Conditions Precedent to the Initial Amount**

The obligation of CIBC to make available the initial amounts under the Credits on the Original Closing Date was subject to the following conditions precedent under the 2014 Credit Agreement:

- (a) CIBC shall have received the Security (as defined in the 2014 Credit Agreement), which shall have been duly registered and filed as required hereby.
- (b) CIBC shall have received such financial and other information relating to the Borrower and its Subsidiaries, and any guarantor, as it shall have reasonably requested.
- (c) CIBC shall have received confirmation of all insurance maintained by the Borrower and its Subsidiaries, and such insurance shall comply with the requirements of this Agreement.
- (d) The Borrower shall have paid to CIBC all fees and other amounts which shall have become due and payable by it to CIBC on or prior to the initial borrowing date.
- (e) The following documents in form, substance and execution acceptable to CIBC shall have been delivered to CIBC:
  - (xiv) a certified copy of the constating documents and by-laws of each of the Borrower and its Subsidiaries, and of each corporate guarantor, and of all corporate proceedings taken and required to be taken by each of them to authorize the execution and delivery of such of this Agreement and the Security to which it is a party and the performance of the transactions by it contemplated therein;

- (xv) a certificate of incumbency for each of the Borrower and its Subsidiaries, and for each corporate guarantor, setting forth specimen signatures of the persons authorized to execute such of this Agreement and the Security to which it is a party;
- (xvi) such legal opinions addressed to CIBC relative to the Borrower, this Agreement and the Security as CIBC may require; and
- (xvii) such other documents relative to this Agreement and the transactions contemplated herein as CIBC may reasonably require.

## 5.2 Conditions Precedent to the effectiveness of the Restatement

The effectiveness of the Restatement will be subject to CIBC's satisfaction that each of the following conditions precedent has been satisfied, which conditions precedent are for the sole and exclusive benefit of CIBC and may be waived in writing by CIBC in its sole discretion:

- (a) the amendment and restatement of this Agreement will have been entered into in a form satisfactory to CIBC;
- (b) an EDC Performance Security Guarantee will have been entered into or renewed on terms satisfactory to CIBC, or the Borrower will have posted cash collateral in a form satisfactory to CIBC in an amount equal to CIBC's maximum potential liability under all outstanding the L/Cs considered in the aggregate;
- (c) the Cash Collateral Account will have been funded such that it has a balance equal to the higher of (i) 105% of the obligations then outstanding under the Visa Facility, and (ii) \$150,000.
- (d) all trades outstanding under the Empire ISDA Agreement will have been closed out in a manner satisfactory to CIBC;
- (e) CIBC will have received the following in form and substance satisfactory to it:
  - (i) executed copies of the Acknowledgment and Confirmation of Security;
  - (ii) certificates of status, good standing, or the equivalent for each Obligor;
  - (iii) officer's certificates attaching the articles, bylaws and authorizing resolutions of each Obligor, or a certification confirming that the same remain unchanged since the Original Closing Date; and
- (f) an opinion of counsel to the Borrower acceptable to CIBC and its counsel, acting reasonably, as to matters relating to the Obligors and the entering into of this Agreement and the Acknowledgment and Confirmation of Security;
- (g) CIBC shall have received payment in full of all of its expenses payable in connection with this Agreement, including the reasonable fees and expenses of its counsel and financial advisors (including Torys LLP and PricewaterhouseCoopers; and
- (h) No Default or Event of Default shall have occurred and be continuing as of the Restatement Date.

The representations and warranties set forth in Section 6.1 shall be true and correct as of the Restatement Date.

### 5.3 Conditions Precedent to All Extensions of Credit

CIBC shall not be obliged to make available any amount under the Credits unless:

- (a) CIBC shall have received any applicable Notice of Borrowing.
- (b) On the applicable borrowing date the Borrower shall not have failed to observe or perform any of its covenants in this Agreement, and the Borrower shall have delivered to CIBC, if so requested by CIBC, an Officers' Certificate to such effect.
- (c) The representations and warranties contained in this Agreement shall be true on and as of the applicable borrowing date with the same effect as if such representations and warranties had been made on and as of the applicable borrowing date, and the Borrower shall have delivered to CIBC, if so requested by CIBC, an Officers' Certificate to such effect.
- (d) All other conditions specified herein, to the extent not previously satisfied for any reason, other shall have been satisfied.
- (e) In respect of any amount that would result in the aggregate amount outstanding under the Credits being increased, there shall not have occurred subsequent to the date of last annual financial statements of the Borrower, in the opinion of CIBC, any event which (individually or with any other events) has had, or which has a reasonable possibility of having, a Material Adverse Effect.

## 6 REPRESENTATIONS AND WARRANTIES

6.1 **Representations and Warranties.** To induce CIBC to establish and maintain the Credits, the Borrower represents and warrants as follows:

- (a) Each of the Borrower and its Subsidiaries has all necessary power and authority to own its property, to carry on the business carried on by it, to enter into and perform its obligations under such of this Agreement and the Security to which it is a party, and in the case of the Borrower to obtain amounts under the Credits. Each of the Borrower and its Subsidiaries is in compliance with all applicable laws except to the extent that the failure to comply therewith would not, in the aggregate, have, or reasonably be expected to have, a Material Adverse Effect.
- (b) Each of the Obligors has taken all action necessary to be taken to authorize the execution and delivery of and the performance of its obligations under this Agreement, the Acknowledgement and Confirmation of Security and the Guarantees and the obtaining of amounts under the Credits. Except as has been obtained and is in full force and effect, no consent, waiver or authorization of, or filing with or notice to, any person is required to be obtained in connection with the execution and delivery of and the performance by each of the Borrower and its Subsidiaries of its obligations under this Agreement, the Acknowledgement and Confirmation of Security and the Guarantees, or the obtaining by the Borrower of amounts under the Credits. This Agreement and the Security have been duly executed and delivered by each of the Borrower and its Subsidiaries as are parties thereto, and constitute the legal, valid and binding obligation of each of them enforceable in accordance with their terms.
- (c) The execution and delivery by the Obligors of this Agreement, the Acknowledgement and Confirmation of Security and the Guarantees and the performance by them of their obligations thereunder, and the obtaining by the Borrower of amounts under the Credits, will not conflict with or result in a breach of any applicable law, and will not conflict with

or result in a breach of or constitute a default under, or permit the termination of, or cause any material right of any of the Borrower and its Subsidiaries to be adversely affected under, any of the provisions of its constating documents or by-laws or any agreement, permit, instrument, judgement, injunction or other contractual obligation to which it is a party or by which it is bound, or result in the creation or imposition of any Lien upon any of its property or assets.

- (d) Except as disclosed in writing by the Borrower to CIBC prior to the date of this Agreement with specific reference to this paragraph or, with respect to events occurring subsequent to the date of this Agreement, as the Borrower has otherwise disclosed in writing to CIBC with specific reference to this paragraph, there is no action, suit or proceeding (whether or not purportedly on behalf of any of the Borrower and its Subsidiaries) pending or, to the knowledge of the Borrower, threatened, against or affecting any of its Borrower and its Subsidiaries before any court or before or by any governmental department, commission or agency, in Canada or elsewhere, or before any arbitrator or board, and none of the Borrower and its Subsidiaries is in default with respect to any order or award of any arbitrator or government department, commission or agency.
- (e) The Borrower has delivered to CIBC a true and complete copy of its most recent financial statements, and such financial statements present fairly the financial position of the Borrower, in accordance with GAAP, as of the date thereof and for the fiscal period then ended. All financial statements of the Borrower delivered by the Borrower to CIBC after the date of this Agreement will present fairly the financial position of the Borrower, in accordance with GAAP, as of the dates thereof and for the fiscal periods then ended.
- (f) Since the date of the most recent financial statements of the Borrower delivered to CIBC, there has occurred no event which (individually or with any other events) has had, or which may reasonably be expected to have, a Material Adverse Effect.
- (g) The Borrower has not failed to observe or perform (beyond any period of grace permitted by CIBC) any of its covenants in this Agreement.
- (h) Except as disclosed in writing by the Borrower to CIBC prior to the date of this Agreement with specific reference to this paragraph, to the best knowledge of the Borrower, (i) the business carried on and the property owned or used at any time by any of the Borrower and its Subsidiaries and their respective predecessors (including the lands owned or occupied by any of them and the waters on or under such lands) have at all times been carried on, owned or used in compliance with all environmental laws; (ii) none of the Borrower and its Subsidiaries is subject to any proceeding alleging the violation of any environmental law, and no part of its business or property is the subject of any proceeding to evaluate whether remedial action is needed as a result of the release from or presence of any hazardous substance on any lands owned or occupied by it; (iii) there are no circumstances that could reasonably be expected to give rise to any civil or criminal proceedings or liability regarding the release from or presence of any hazardous substance on any lands used in or related to the business or property of any of the Borrower and its Subsidiaries or on any lands on which any of the Borrower and its Subsidiaries has disposed or arranged for the disposal of any materials arising from the business carried on by it, or regarding the violation of any environmental law by any of the Borrower and its Subsidiaries or by any other person for which it is responsible; (iv) all hazardous substances disposed of, treated or stored on lands owned or occupied by any of the Borrower and its Subsidiaries have been disposed of, treated and stored in compliance with all environmental laws; (v) there are no proceedings and there are no circumstances or material facts which could give rise to any proceeding in which it is or could be alleged that any of the Borrower and its

Subsidiaries is responsible for any domestic or foreign clean up or remediation of lands contaminated by hazardous substances or for any other remedial or corrective action under any environmental laws; (vi) each of the Borrower and its Subsidiaries has maintained all environmental and operating documents and records relating to its business and property in the manner and for the time periods required by any environmental laws and has never had conducted an environmental audit of its business or property; and (vii) the Borrower is not aware of any pending or proposed change to any environmental law which would render illegal or materially adversely affect its business or property.

- (i) No representation or warranty made by the Borrower herein or in any other document furnished to CIBC from time to time contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements herein or therein, in light of the circumstances under which they are made, not misleading. All projections and *pro forma* information delivered to CIBC from time to time by the Borrower were prepared in good faith based on assumptions believed by the Borrower to be reasonable at the time of delivery. There is no fact known to the Borrower on the date of this Agreement which has had, or which has a reasonable possibility of having, a Material Adverse Effect.
- (j) Each Subsidiary of the Borrower having material assets will have entered into a Guarantee in favour of CIBC as of the Restatement Date.
- (k) the EDC Performance Security Guarantees guaranteeing all of the obligations under the L/C Facility remain in full force and effect, except to the extent that such obligations have been fully cash-collateralized to the satisfaction of CIBC.
- (l) with respect to the Visa Facility, the Cash Collateral Account has a minimum credit balance with respect to amounts attributable to the Visa Facility equal to the higher of (i) 105% of the obligations then outstanding under the Visa Facility, and (ii) \$150,000.

6.2 **Survival.** All representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and the obtaining of amounts under the Credits, and the delivery of each Notice of Borrowing and the obtaining of any amount under any Credit shall constitute a reaffirmation on and as of such delivery date and such borrowing date, in each case by reference to the then-existing facts and circumstances, of all representations and warranties contained in this Agreement.

## 7. LETTERS OF CREDIT

The following terms apply to each Letter of Credit issued by CIBC for the Borrower whether issued under any Credit or otherwise.

7.1 **Reimbursement, Payment or Prepayment.** The Borrower agrees, forthwith upon demand by CIBC, to deposit into the Cash Collateral Account cash in the proper currency to meet each drawing that CIBC is required to pay under an L/C or to reimburse CIBC for each drawing that CIBC has paid under an L/C. If (1) CIBC demands payment of any Credit under which a Letter of Credit is outstanding, (2) the Borrower elects to permanently repay or terminate any Credit under which a Letter of Credit is outstanding, or (3) the EDC Performance Security Guarantees cease to be in full force and effect covering CIBC's maximum potential liability under the L/Cs, then in each case the Borrower must provide CIBC with cash, in the same currency as the L/C, or marketable securities satisfactory to CIBC (collectively the "Cash Collateral") in an amount equal to CIBC's maximum potential liability under the L/C. The Cash Collateral will be held by CIBC as security for, and may be applied to satisfy obligations under the L/C or otherwise under any Credit. CIBC shall release any Cash Collateral that is no longer required for such purposes.



7.2 Neither CIBC nor any of its correspondents shall be liable for the use which may be made with respect to any L/C; any acts or omissions of the beneficiary of any L/C including the application of any payment made to such beneficiary; the form, validity, sufficiency, correctness, genuineness or legal effect of any document relating to any L/C, even if such document should prove to be in any respect invalid, insufficient, inaccurate, fraudulent or forged; any failure of the beneficiary of any L/C to meet the obligations of such beneficiary to the Borrower or to any other person; or any failure by CIBC to make payment under any L/C as a result of any law, control or restriction rightfully or wrongfully exercised or imposed by any domestic or foreign court or government or governmental authority or as a result of any other cause beyond the control of CIBC. The obligations of the Borrower under this Clause 9 are absolute and unconditional under all circumstances including without limitation any matter referred to above.

7.3 **Indemnity.** The Borrower hereby indemnifies and agrees to hold CIBC harmless from all losses, damages, costs, demands, claims, expenses (including out-of-pocket expenses) and other consequences which CIBC may incur, sustain or suffer, other than as a result of its own negligence or wilful misconduct, as a result of issuing or amending an L/C, including legal and other expenses incurred by CIBC in any action to compel payment by CIBC under an L/C or to restrain CIBC from making payment under an L/C. Any amounts due under this indemnity shall form part of the debt obligations of the Borrower owing to CIBC.

7.4 **L/C Fees.** Unless the Borrower has made other arrangements with CIBC, CIBC will automatically debit the operating account of the Borrower for all fees payable with respect to L/Cs. Any Overdraft in the operating account in excess of any Credit Limit attached to the operating account will bear interest at the Excess Interest Rate.

7.5 **Standard Agreements.** The terms and conditions of our standard Application for Irrevocable Documentary Credit or Application for Standby Letter of Credit, as applicable, and any of our other standard documentation relating to L/C's, in effect from time to time will be applicable to each L/C whether or not any such Application or other documentation has been executed by or on behalf of the Business. A copy of any such Application or other documentation is available from CIBC.

7.6 Unless otherwise specified in the applicable Application or other documentation referred to above, and subject to any provision herein to the contrary, each L/C shall be subject to the Uniform Customs and Practice for Documentary Credits or the International Standby Practices, as applicable, of the International Chamber of Commerce current at the time of issuance of such L/C.

7.7 **Cash Collateralization.** If any Letter of Credit is outstanding at any time that the Borrower has failed to perform or observe (beyond any period of grace permitted by CIBC) any of its covenants in this Agreement, the Borrower will forthwith pay to CIBC by deposit into the Cash Collateral Account, in the currency of such Letter of Credit, funds in an amount equal to the total maximum actual and contingent liability of CIBC pursuant thereto. Such funds will be held by CIBC for payment of the liability of the Borrower in respect of such Letter of Credit, and any excess thereof will be applied to any other liabilities of the Borrower pursuant to the Credits or will be returned to the Borrower at such time as no such liabilities exist or may arise.

7.8 **Undisbursed Credit.** For the purpose of calculating the undisbursed amount of any Credit and for any other relevant provision of this Agreement, the amount constituted by any Letter of Credit shall be the total maximum actual and contingent liability of CIBC pursuant thereto.

7.9 **Outstanding L/Cs.** As of the Restatement Date, the issued and outstanding Letters of Credit are listed on Schedule A.

7.10 **Automatic Renewal.** With respect to any L/C outstanding under the L/C Facility containing an automatic renewal provision, the Borrower acknowledges and agrees that such renewal provision will be

cease to be operative unless CIBC receives at least 45 days prior to the then current expiration date of such L/C evidence satisfactory to CIBC that any EDC Performance Security Guarantee relating to such L/C has been extended, replaced or otherwise remains in effect for the period corresponding to the next annual renewal period in respect of the applicable L/C.

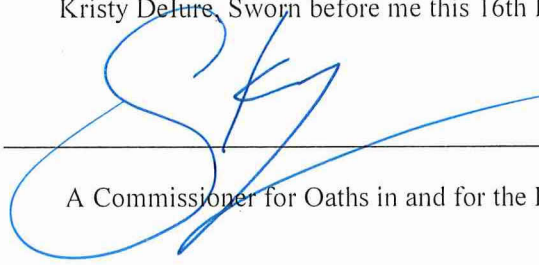
## SCHEDULE A

Letters of Credit

| LC Number    | Amount   | EDC Validity Period<br>Expiry Date | EDC PSG Number         |
|--------------|--|------------------------------------|------------------------|
| SBGV761847   | USD 1,217,500<br><br>(Reduced from USD<br>2,435,000) | August 29, 2019                    | PSG-05-067728E-<br>000 |
| SBGV759999   | USD 45,010   | June 10, 2019                      | PSG-05-065947E-<br>000 |
| SBGV759468   | USD 944,095  | July 23, 2019                      | PSG-05-064964E-<br>000 |
| SBGV755000   | USD 1,687,107  | March 24, 2020                     | PSG-05-059529E-<br>000 |
| SBGV761443   | CAD 47,883   | September 30, 2019                 | PSG-05-068043E-<br>000 |
| <b>Total</b> | <b>CAD 5,280,253</b>                                 |                                    |                        |

Note: CAD / USD = 1.3438

This is **Exhibit "B"** referred to in the Affidavit of  
Kristy DeJure, Sworn before me this 16th Day of March 2023.



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A Commissioner for Oaths in and for the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*



500 - One Lombard Place  
Winnipeg MB R3C 2P3

**Private and Confidential**

June 3, 2019

Empire Industries Ltd., et al.  
717 Jarvis Ave.  
Winnipeg MB R2W 3B4

**Re: Special Arrangements**

Thank you for choosing CIBC for your business needs. We are pleased to confirm the special arrangements established for your account activity based on our recent review and provide details of the cash management services based on our recent discussion.

These arrangements are effective on June 1, 2019 and are valid for a term of 3 year(s). CIBC will meet with you before the term ends (or whenever you request such a meeting) to review these arrangements.

**Service Fees Arrangement**

**Standard Charges**

The bank's standard charges will apply for all services and products. Refer to our Business Account Service Fees brochure or talk to your CIBC advisor or relationship manager for information on service fees that may be applied to your account.

**Cash Management Products and Services**

- The fees for cash management products and services are listed in Schedule "D". These fees will be charged in addition to aggregate Monthly Account Fee(s) in this arrangement (if indicated above) and any other monthly fees for accounts not covered by this Special Arrangement.

**Taxes**

You agree to pay any Federal or Provincial Goods, Service, Sales, use or other tax from which you do not enjoy exemption, which is imposed with respect to any of these arrangements.

**Notification of Large Fluctuations**

You agree to provide CIBC with notice of transactions which will cause the aggregate amount of your day-end balance to increase or decrease by at least \$50 million (CDN funds) or at least \$25 million (U.S. funds) from the amount of your day-end balances of the previous business day (a "Fluctuation.") If you fail to provide CIBC with such advance notice, CIBC may charge your account with the cost to CIBC of any such unadvised Fluctuations. You will advise your account representative through either telephone or fax.

| If Fluctuation in balance is going to be:  | You shall notify CIBC:   | CIBC Office:  |
|--|--|---|
| Over \$50 million to \$100 million (CDN funds),<br>OR<br>Over \$25 million to \$100 million (U.S. funds) | By 11:00 AM same business day<br>( <i>Eastern Standard Time</i> )      | <ul style="list-style-type: none"> <li>Canadian Dollar Current Account: (416) 594-8318 or (416) 594-8319</li> <li>U.S. Dollar Current Account: (416) 594-7815</li> <li>Fax (Canadian or U.S. Dollar Current Account): (416) 594-8336</li> </ul> |
| Over \$100 million   | By 4:00 PM two business days prior<br>( <i>Eastern Standard Time</i> ) | <ul style="list-style-type: none"> <li>Your CIBC advisor or relationship manager</li> </ul>   |

**General Provision**

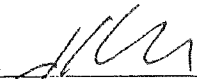
CIBC may change your services or fees on your account and/or how interest is calculated and paid in these arrangements at any time. However, CIBC will provide you with notice in writing of such change, and in the case of any increase in fees or reduction of interest rate spreads, notice will be provided at least 60 days before the effective date of the increase in fee or rate spread reduction.

During the tenure of these arrangements, should any account(s) be opened or closed, or a service added or deleted, consideration will be given to amending these arrangements. Schedule "A" and/or "B", which is attached to this letter, lists those accounts included in these special arrangements. You must provide your account representative with written notice of any changes to this list of accounts.

Once you have had an opportunity to review these arrangements, we would be pleased to discuss any questions or concerns which may arise.

Please indicate your acceptance of these terms by signing below and returning the enclosed copy to our attention within 30 days of the date of this letter (the "Expiry Date"). If we have not received a duly executed copy of this letter by the Expiry Date, the special arrangement terms and rates in this letter will expire, and standard charges and rates will apply to your account(s).

Yours truly,


X   
\_\_\_\_\_  
Julian Melnyk  
Authorized Signatory, CiBC

**Acknowledged and accepted**

Empire Industries Ltd., et al.

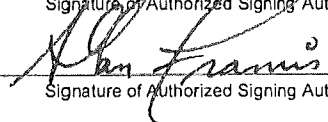
Per: June 19, 2019  
Date (mmm/dd/yyyy)

Michael Martin  
Name of Authorized Signing Authority

X   
\_\_\_\_\_  
Signature of Authorized Signing Authority

Per: June 19, 2019  
Date (mmm/dd/yyyy)

Allan Francis  
Name of Authorized Signing Authority

X   
\_\_\_\_\_  
Signature of Authorized Signing Authority

cc:

## Schedule B – Fee Arrangement

Account List:

### Canadian Accounts

| No. | Account Name                     | Transit | Account No. | Service Charge                         |
|-----|----------------------------------|---------|-------------|--|
| 1.  | Empire Industries Ltd.           | 00007   | 64-93815    | Consolidated Bill –<br>Billing Account |
| 2.  | Empire Iron Works Ltd.           | 00007   | 64-93416    | Consolidated Bill                      |
| 3.  | Dynamic Structures               | 00007   | 64-92711    | Consolidated Bill                      |
| 4.  | Dynamic Attractions Ltd.         | 00007   | 64-91618    | Consolidated Bill                      |
| 5.  | Dynamic Attractions Inc.         | 00007   | 85-61516    | Consolidated Bill                      |
| 6.  | Parr Metal Fabricators           | 00007   | 64-92312    | Consolidated Bill                      |
| 7.  | Dynamic Entertainment Group Ltd. | 00007   | 74-36416    | Consolidated Bill                      |
| 8.  | Dynamic Optics Inc.              | 00007   | 70-03706    | Consolidated Bill                      |

### U.S. Accounts

| No. | Account Name                     | Transit | Account No. | Service Charge                         |
|-----|----------------------------------|---------|-------------|--|
| 1.  | Empire Industries Ltd.           | 00007   | 04-97312    | Consolidated Bill –<br>Billing Account |
| 2.  | Empire Iron Works Ltd.           | 00007   | 04-97010    | Consolidated Bill                      |
| 3.  | Dynamic Structures               | 00007   | 04-96316    | Consolidated Bill                      |
| 4.  | Dynamic Attractions Ltd.         | 00007   | 04-95719    | Consolidated Bill                      |
| 5.  | Dynamic Attractions Inc.         | 00007   | 04-96014    | Consolidated Bill                      |
| 6.  | Parr Metal Fabricators           | 00007   | 04-96219    | Consolidated Bill                      |
| 7.  | Dynamic Entertainment Group Ltd. | 00007   | 03-16911    | Consolidated Bill                      |
| 8.  | Dynamic Optics Inc.              | 00007   | 02-97119    | Consolidated Bill                      |

All future accounts will be programmed according to the attached special arrangement for fees and interest

# SCHEDULE D

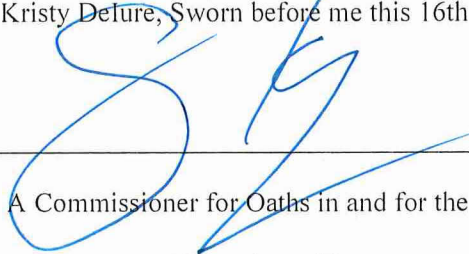
Client Name: Empire Industries Ltd., et al.



|  | UNIT OF MEASURE      | PRICE    |
|--|----------------------|----------|
| <b>BOA CDN</b>   |                      |          |
| Cheques issued   | transaction          | \$ 1.00  |
| Branch deposits  | transaction          | \$ 1.25  |
| Other branch transactions (DR/CR)  | transaction          | \$ 1.25  |
| Electronic DR/CR (e.g. Direct Deposit, PAP, electronic bill payment)                         | transaction          | \$ 1.00  |
| Account fee  | account / monthly    | \$ 6.00  |
| <b>BOA USD</b>   |                      |          |
| Cheques issued   | transaction          | \$ 1.00  |
| Branch deposits  | transaction          | \$ 1.25  |
| Other branch transactions (DR/CR)  | transaction          | \$ 1.25  |
| Electronic DR/CR (e.g. Direct Deposit, PAP)  | transaction          | \$ 1.00  |
| Account fee  | account / monthly    | \$ 6.00  |
| Cross Border Cheque Clearing   | account / monthly    | \$ 39.00 |
| <b>Txn &amp; Misc Services</b>   |                      |          |
| Cheque certification: cheque issuer  | item                 | \$ 15.00 |
| Cash deposited: bills - branch   | per \$1000           | \$ 2.25  |
| Cash deposited: coins - branch   | per \$100            | \$ 2.25  |
| Cheques deposited  | item                 | \$ 0.22  |
| Returned cheque: chargeback  | item                 | \$ 7.00  |
| Stop payments: complete details  | item requested       | \$ 12.50 |
| Stop payments: incomplete details  | item requested       | \$ 20.00 |
| Printed statement (if applicable)  | each statement       | \$ 3.50  |
| <b>PAYABLES MANAGEMENT</b>   |                      |          |
| <b>CIBC Electronic Funds Transfer (EFT) Direct Deposit with Pre-Funded Settlement Option</b> |                      |          |
| Maintenance  | originator / monthly | \$ 39.00 |
| Transaction  | payment              | \$ 0.14  |
| File import  | file                 | \$ 12.00 |
| Recalls: individual payment  | payment              | \$ 6.00  |
| Recalls: mass file   | payment              | \$ 0.10  |
| Recalls: mass file maximum   | file                 | \$ 50.00 |
| Recalls: mass file minimum   | file                 | \$ 10.00 |
| Recalls: reset / cancel  | payment              | \$ 5.00  |
| Returns  | payment              | \$ 1.50  |
| Traces   | payment              | \$ 10.00 |
| <b>CIBC Government Payment and Filing Service (GPFS)</b>                                     |                      |          |
| Payment filing   | file / monthly       | \$ 2.00  |
| <b>Wire Payments - Incoming</b>  |                      |          |
| Incoming wire payments   | wire                 | \$ 15.00 |
| <b>CONVENIENCE BANKING</b>   |                      |          |
| <b>CIBC Cash Management Online™ (CMO)</b>  |                      |          |
| Maintenance  | monthly              | \$ 30.00 |
| EFT Ad-hoc payment   | payment              | \$ 2.00  |
| Incoming wire advice   | wire                 | \$ 4.00  |
| Outgoing wire payment  | wire                 | \$ 15.00 |
| Hard tokens  | each token           | \$ 30.00 |
| Soft tokens  | each token           | \$ -     |
| Transfers  | transfer             | \$ 0.75  |
| ™ Trademark of CIBC. ® Registered trademark of CIBC.   |                      |          |



This is **Exhibit "C"** referred to in the Affidavit of  
Kristy Delure, Sworn before me this 16th Day of March 2023.



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A Commissioner for Oaths in and for the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*



to BLC Oct 21

**Customer Information**

|                                      |                  |                               |                            |
|--------------------------------------|------------------|-------------------------------|----------------------------|
| Name<br>Empire Industries Ltd.       |                  | Telephone No.<br>204-589-9308 | Fax No.                    |
| Address<br>717 Jarvis Ave            | City<br>Winnipeg | Province/State<br>MB          | Postal Code/Zip<br>R2W 3B4 |
| Country<br>Canada                    |                  | Telephone No.<br>204-589-9308 | Fax No.                    |
| Contact Person(s):<br>Michael Martin |                  |                               |                            |

In this Agreement, including any applicable Schedules, the following terms shall have the meanings ascribed below:

"**Agreement**" means this agreement between the Customer and CIBC which establishes certain of the terms and conditions under which CIBC will provide and the Customer will receive one or more Services;

"**Account(s)**" means any CIBC account(s) belonging to the Customer and approved by CIBC for participation in a Service;

"**Act**" means the *Canadian Payments Association Act*, as it may be amended, supplemented or replaced from time to time;

"**Applicable Laws**" is defined in Section 13(a);

"**Beneficiary**" means the person that the Customer has designated as the recipient of funds that CIBC is transferring under this Agreement;

"**Business Day**" means any day on which CIBC (and/or its service providers) is open for business in the jurisdictions where the Services are provided by CIBC (and/or its service providers) except Saturdays, Sundays or statutory holidays.

"**CMO**" means CIBC Cash Management Online™.

"**CIBC**" means Canadian Imperial Bank of Commerce;

"**CPA**" means the Canadian Payments Association established under the Act;

"**CPA Rules**" means the regulations, By-laws, Rules and Standards made pursuant to the Act, as they may be amended, supplemented or replaced from time to time;

"**Customer**" means the company or firm which applied for one or more of the Services;

"**LVTS**" means the Large Value Transfer System of the Canadian Payments Association;

"**Schedule**" means a schedule entered into pursuant to this Agreement setting forth the terms of one or more Services to be provided by CIBC to the Customer in connection with this Agreement;

"**Service**" or "**Services**" means one or more of Account Information/Transfer, Deposit, Pre-Authorized Payments, Direct Deposit Payment, Wire Payment, Corporate Clearing, Centralized Cash Control, Consolidated Account Positioning, Cheque Imaging, Automatic Clearing House, Channel and other services which are from time to time being provided by CIBC to the Customer under the terms of this Agreement, including the Schedules governing such Services;

"**Settlement Participant**" means any person receiving or handling funds for CIBC or the Beneficiary including but not limited to other financial institutions, CPA and SWIFT and their respective agents and service providers;

"**Settlement Rules**" is defined in Section 13(a);

"**SWIFT**" means the Society for Worldwide Interbank Financial Telecommunications;

"**Third Party**" means any party other than the Customer and includes a wholly owned subsidiary or a subsidiary of the Customer, and

"**Third Party Account(s)**" means any CIBC account(s) belonging to a Third Party and approved by CIBC for participation in a Service to be provided to the Customer;

The Customer may from time to time request and CIBC may agree to provide the Customer with one or more Services, commencing on a date agreeable to the Customer and CIBC. With respect to each Service the Customer requests and CIBC approves, the Customer and CIBC shall execute and deliver a Schedule setting forth certain terms on which CIBC shall provide such Service. All Schedules shall form part of this Agreement. In the event of any inconsistency between the provisions of this Agreement and any Schedule, such Schedule shall prevail for the purpose of the relevant Service.

In exchange for CIBC permitting the Customer to use one or more Services, the Customer agrees:

**CIBC GICs Deposits & Payments Services Agreement for Cash Management Services**

**1. Access To Services**

- 1.1. The Customer may access some or parts of the Services electronically by computer. The Customer may arrange to access some of the Services via direct link to CIBC over a private network (the "Private Network") or via the Internet. The Customer acknowledges and agrees that CIBC is not responsible for any direct, indirect, special or consequential damages arising from the Customer accessing the Services via the Internet or the Private Network. An example of such damages includes, without limitation, any damages the Customer may suffer as a result of the Customer transmitting, or at the Customer's request receiving from CIBC, sensitive or confidential information over the Internet or via the Private Network.
- 1.2. Electronic access to any Service from the Customer's computer will be by identification number(s) and password(s) that will be assigned and validated by CIBC. The Customer will establish and maintain the internal security procedures necessary to safeguard the use and confidentiality of the identification number(s), password(s) and any other security devices. The Customer will immediately change its password(s) if the Customer knows or suspects that the confidentiality of its password(s) has been compromised in any way. If the Customer knows or suspects its identification number(s) has been compromised, it will immediately advise CIBC.
- 1.3. The Customer agrees that each electronic communication CIBC receives via computer and that is sent or purports to be sent by the Customer or an authorized person on the Customer's behalf, will be conclusively considered to be valid and binding upon the Customer even if, without limitation, not sent by an authorized person.
- 1.4. The Customer is responsible at its own expense to select, obtain, install, test, maintain and use all the computer equipment, supporting equipment (including communication devices), communication lines, Internet browsers and any other equipment and services (including on-line or Internet service providers) the Customer will require in order to effectively and reliably access any Service. The Customer may only use equipment and communications devices that are compatible with any software provided by CIBC and CIBC's own equipment to access the Services.
- 1.5. CIBC will use all reasonable efforts to ensure the performance of the Services accessed electronically by computer, however, CIBC will not be liable for any loss or damage to the Customer caused or contributed to in any way by the use of such electronic channels whether accessed with software provided by CIBC, via the Private Network, via the Internet or otherwise. For example, CIBC will not be liable for communication malfunctions that affect the accuracy or timeliness of communications between the Customer and CIBC and/or that prevent messages from being transmitted in whole or in part or if for any reason the Customer cannot access any part of the Services. The Customer will be responsible to maintain its own contingency procedures if for any reason the Customer is unable to access the Services electronically by computer.
- 1.6. CIBC makes no warranties or conditions (express or implied) concerning the private network, internet or on-line service providers, including without limitation warranties or conditions of merchantability or fitness for any particular purpose. CIBC is not responsible for the acts or omissions of any internet service provider, on-line service provider or defects or inadequacies or any software used by the customer.

**2. Software**

- 2.1. CIBC may provide the Customer with one or more copies of a CIBC software package (the "Program"). The Customer acknowledges that the Program is the exclusive and confidential property of CIBC or third parties, and that the Customer's interest in the Program is limited to a non-exclusive, non-transferable right to use the Program in connection with the Services. The Customer acknowledges it may be required to enter into a separate license agreement before using the Program and agrees to be bound by the terms of any such agreement. The Customer may:
  - a) Install each copy of the Program on any compatible computer or on a network or file server, provided access to each copy of the Program is limited to one user who will have a unique identification number and the Customer has the original copy of the documentation and the Program.
  - b) Copy the Program for back up or archival purposes only.
- 2.2. The Customer shall restrict use of the Program to its employees only for the purpose of obtaining a Service or Services. The Customer may use the Program until all of the Services the Program is to be used for are terminated. Upon termination, the Customer will destroy all copies of the Program and will return to CIBC all disk copies of the Program including back up copies or, at CIBC's option, destroy the Program diskettes and back up copies and certify to CIBC that this has been done.
- 2.3. The Customer will be responsible for installation, use and results obtained from its use of the Program. CIBC will provide installation assistance, at CIBC's option by telephone, in person, or by written instructions.
- 2.4. CIBC warrants that the Program will function substantially in accordance with the specifications for the Service(s) to which the Program relates and that Program diskettes will be free from defects in material and workmanship. The sole liability of CIBC if for any reason the Program does not function as warranted will be to provide, upon return to CIBC of all copies of the Program which are affected, a replacement copy or copies of the Program without charge to the Customer.
- 2.5. The foregoing warranty is in lieu of all other warranties or conditions, express or implied, including but not limited to any implied warranties of merchantable quality and fitness for a particular purpose, and those arising by statute or otherwise in law or from a course of dealing or usage of trade.

**CIBC GICs Deposits & Payments Services Agreement for Cash Management Services**

**3. Records**

- 3.1. All information relating to the Services that CIBC is providing the Customer may be recorded or stored by CIBC in such form and by means of such devices as CIBC may see fit, and the Customer acknowledges that CIBC is under no obligation to retain original documents, instruments or vouchers.
- 3.2. CIBC will maintain a record of electronic communications exchanged between the Customer and CIBC. The Customer acknowledges that any tangible reproduction of such record shall be admissible in any legal, administrative or other proceedings as sufficient and valid proof of the communications and of the matters, transactions and accounts recorded in those communications, and the Customer expressly waives any right to object to the introduction of such reproductions into evidence.
- 3.3. For greater certainty, the Customer agrees not to contest the validity of any electronic communications exchanged between the parties in connection with any Service under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound by the same; copies of CIBC's records of such communications will be admissible as between the parties to the same extent and under the same conditions as other bank records originated and maintained in paper form, and the Customer shall not contest the admissibility of such copies under either the business records exception to the hearsay rule, the best evidence rule or otherwise.

**4. Cheque Specifications**

- 4.1. All cheques drawn on the Account(s) (collectively the "Cheques") will conform to specifications and standards from time to time established by CIBC. MICR and serial number encoded Cheques that do not conform to CIBC's specifications and standards could result in CIBC being unable to process the Cheques as required in connection with any Service, for which CIBC will not be held liable.
- 4.2. In connection with certain Services from time to time, CIBC may require the Customer to submit a minimum number of voided Cheques for testing, to determine if such Cheques are suitable for the Service. The Customer agrees to provide such Cheques and acknowledges that CIBC will not return such Cheques after testing.
- 4.3. CIBC will not be liable for any loss or damage due to a forged or unauthorized signature upon, or any alteration of, a Cheque, unless the Customer can prove that the loss or damage was unavoidable despite the Customer having taken all reasonable steps to put into place systems, procedures and controls to prevent the forgery or alteration of, or the unauthorized signature upon, such Cheque.

**5. Use of Services**

The Customer will use each Service strictly in accordance with CIBC's instructions in effect from time to time. If the Customer is providing information to CIBC by data transmission or any other means, the Customer is responsible for the accuracy and completeness of all data and information furnished to CIBC and must ensure that all data and information is in a form which meets the standards required by CIBC.

**6. Facsimile Transmission**

If it is a standard feature or option of any Service, and the Customer requests and CIBC agrees, that CIBC forward Service information or reports ("Service Reports") to the Customer by facsimile transmission ("Fax"):

- a) The Customer authorizes and directs CIBC to forward Service Reports to the Fax number designated by the Customer in writing, until the Customer's written notice to cancel such authorization or change the Fax number is received by CIBC.
- b) The Customer acknowledges that Service Reports will be forwarded by Fax without use of encryption or any other mechanism for enhancing or protecting the security or confidentiality of the information contained in them.

**7. Notices**

Notices under this Agreement shall be written and given to the receiving party at the address or facsimile number of the receiving party, as follows:

- a) if to CIBC, then at the address or fax number of the Customers' CIBC representative, or if such address and facsimile number are unknown, at the address or facsimile number of the CIBC branch at which Customer's Account is maintained. and
- b) if to the Customer, then at the address or fax number of the Customer, and to the attention of the position, which were last advised to CIBC by the Customer when the Customer applied to CIBC in writing to be provided a Service or Services, or at such other address or Fax number as the receiving party last gave notice of in accordance with this section. Notices shall be given by delivery, fax or registered mail and deemed received:
  - i) on the date of delivery, if delivered by hand;
  - ii) when the sender receives an appropriate confirmation of receipt or answer-back, if sent by Fax; and
  - iii) on the fifth postal delivery day following the date of mailing, if sent by prepaid registered mail at a time when normal postal service is in effect.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

8. **Service Charges and other amounts payable**

Unless the parties agree otherwise in a separate written agreement:

- a) The Customer will pay CIBC's standard service charges for each of the Services and any federal or provincial goods, service, sales, use or other tax (not being tax on CIBC's general income) that apply to the Services,
- b) CIBC may debit any account in the Customer's name at any branch of CIBC, for any service charges, taxes, or other amounts payable by the Customer with respect to any Service, and
- c) CIBC may change the charges for any of the Services from time to time on not less than thirty (30) days' notice to the Customer.

9. **Unauthorized Overdrafts**

The Customer shall not initiate any Service transaction which would create an unauthorized overdraft in any Customer Account(s). The Customer acknowledges and agrees that CIBC is under no obligation and may decline to act upon or to complete, and may reverse, any Service transaction which causes or in CIBC's opinion could cause any Account(s) to be overdrawn in any unauthorized amount.

10. **Indemnity**

The Customer shall indemnify and save CIBC harmless from and against all damages, losses, costs, fees, expenses, liability, claims, suits and demands that CIBC may incur or be under by reason of providing any Service to the Customer in accordance with CIBC's obligations set out in this Agreement. The indemnities in this Agreement shall survive the termination of this Agreement, any Schedule and any Service.

11. **Limitation of Liability**

To the fullest extent permitted by law, the Customer agrees that, in addition to those limitations of liability set out elsewhere in this Agreement, CIBC will be liable to the Customer only for direct damages resulting from gross negligence, fraud or willful misconduct of CIBC arising directly from the performance by CIBC of its obligations under this Agreement and CIBC will not be liable to the Customer for any other direct damages. However, CIBC shall not under any circumstances be liable to the Customer for any such direct damages if such damages are in connection with a particular service involving CIBC receiving, transferring or remitting any funds on the Customer's or a third party's account. CIBC's sole obligation and maximum liability in such circumstances shall be to receive, transfer or remit the funds involved in the relevant transaction in accordance with this Agreement as soon as commercially reasonable. In addition, CIBC will not under any circumstances be liable to the Customer for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the services provided to the Customer by CIBC, even if CIBC was advised of the possibility of damages or was negligent. These limitations apply to any act or omission of CIBC, its affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law. Gross negligence in this section means conduct (whether through action or inaction, or through words or silence) which is i) a marked and flagrant departure from the conduct ordinarily expected of a reasonable and prudent person in the position of CIBC, or ii) so wanton and reckless as to constitute an utter disregard for harmful, foreseeable and avoidable consequences. This Section 11 shall survive the termination of this Agreement, any Schedule and any Service.

12. **Force Majeure**

Neither party will be liable for any loss or damage resulting from any delay, error or failure in performance of its obligations under this Agreement, if such delay, error or failure is due to any cause beyond the reasonable control of the party, including, without limitation, i) war, acts of terrorism, civil commotion, acts of God, disaster, fire, labour disturbances (including strikes and lockouts), ii) equipment, systems, communications facility or transmission disruption, failure, malfunction or error, power and/or telecommunications interruptions, and iii) any measure taken by any actual or purported government or authority which prohibits, restricts, confiscates, taxes, withholds or otherwise interferes in whole or in part with any Service transaction which the Customer has instructed CIBC to carry out or process.

13. **Settlement Rules, Applicable Laws and Disclosure Consent**

- a) **General:** The Customer agrees that in implementing any Service, including, without limitation, any transaction involving the transferring, receiving or remitting of any funds and CIBC's ability to complete it will be subject to: (i) rules, procedures, standards or bylaws used by the Settlement Participants (collectively, the "Settlement Rules"), and (ii) laws, regulations, orders or directives of foreign or domestic governmental authorities or regulatory bodies that apply to CIBC or the Settlement Participants (collectively, the "Applicable Laws").
- b) **Consent to Disclosure and Acknowledgements:** To comply with the Settlement Rules or the Applicable Laws, CIBC or a Settlement Participant may disclose information about the Customer and the Beneficiary (including but not limited to each of the Customer's or Beneficiary's name, address and account number) to a Settlement Participant or to a foreign or domestic government authority or regulatory body. On behalf of the Customer and the Beneficiary, the Customer; (i) consents to such disclosure; (ii) acknowledges that the information may be accessed by foreign or domestic authorities or regulatory bodies as a result; and (iii) acknowledges that each of CIBC and the Settlement Participants may take any other steps they consider necessary to comply with the Settlement Rules or the Applicable Laws. The Customer confirms that it has the authority to make such consent and acknowledgement on behalf of the Beneficiary.

**CIBC GICs Deposits & Payments Services Agreement for Cash Management Services**

- c) **Settlement Participants:** When any act or thing is necessary or required to be done in the course of or in connection with Pre-Authorized Payments, Direct Deposit Payment Services, Wire Payment Services or any other Service, CIBC may use the services of any Settlement Participants to do such act or thing as agent for and on the Customer's behalf. CIBC shall have complete discretion in its selection of Settlement Participants. In each such case, CIBC shall not be liable by reason of any act or omission of such Settlement Participants in the performance of the services required of it or by reason of the loss, destruction or delayed delivery of any instrument, security, certificate or document of any kind while in transit to or from such Settlement Participants or while in its possession. The Customer shall be responsible to pay all fees, duties, taxes, imposts and charges of any nature that are collectible in connection with the Customer's payment instructions (including, without limitation, all fees and charges of any nature of Settlement Participants) unless such fees and charges are paid by the Customer's Payee or beneficiary.

**14. Termination and Changes**

- 14.1. This Agreement and each Schedule and related Service will continue in effect until terminated in accordance with this section. Either CIBC or the Customer may terminate this Agreement or any Schedule and related Service(s) by giving the other party thirty (30) days' written notice, unless otherwise specified in the relevant Schedule. In addition, to the fullest extent permitted by law, CIBC shall be entitled at its option, to terminate the Agreement or any Schedule and related Service(s), or to remove any accounts from participation in any Service(s), without notice, if: i) the Customer breaches any term of the Agreement or any Schedule and the breach is not remedied within 10 days of CIBC requiring it to be remedied, ii) the Customer is in default under the terms of any other agreement or of any instrument made between the Customer and CIBC, CIBC makes demand or gives notice according to the terms of that agreement or instrument, and the default is not remedied as required by such demand or notice, iii) CIBC is served with any attachment, garnishment or other legal process or written court or governmental order or direction with respect to any account participating or included in any Service(s), or iv) the Customer becomes bankrupt or insolvent or a receiver or receiver manager is appointed for any of the Customer's property.
- 14.2. Termination of the Agreement shall terminate all Schedules and Services. Termination of a specific Schedule and related Service shall terminate that Service only.
- 14.3. Termination of the Agreement or any Schedule and related Service shall not affect any liability existing on the effective date of such termination. For greater certainty, but without in any way limiting the foregoing, i) the Customer shall remain liable for any amounts charged back to the Customer's account after the effective date of such termination that relate to or arise from any Service provided prior to such termination, and ii) all indemnification provisions under this Agreement shall survive any such termination. Upon termination of any Schedule and related Service, CIBC ceases to be obligated to commence or process to completion any then incomplete transactions that may have been carried out using that Service.
- 14.4. CIBC may from time to time make any changes it deems necessary in the way in which the Services are provided and carried out, and the means being used for doing so, including without limitation, changes in equipment, software, accessibility periods, and methods and procedures relating to security and operation. In addition, CIBC may change the size of or remove any transaction limit applicable to any Service at any time without prior notice to the Customer. CIBC may make changes in this Agreement or to any Schedule at any time and such changes will be effective when written notice is sent to the Customer or when such changes are communicated to the Customer electronically.
- 14.5. The Customer may remove any Account(s) or any Third Party Account(s) from a Service by giving CIBC written notice and CIBC shall effect such removal as soon as it is practicable to do so.

**15. General**

- 15.1. This Agreement:
- a) together with any Schedules, is the entire agreement between the Customer and CIBC and supersedes all prior oral or written representations, warranties or agreements concerning the subject matter of this Agreement unless expressly incorporated by reference into this Agreement;
  - b) shall not be assigned by the Customer,
  - c) is in addition to and will not affect or apply in substitution for the terms of any other agreement between the parties (except as provided in subsection 15.1 a) regarding prior agreements, representations and warranties specifically concerning the Services which are the subject matter of this Agreement) including, without limitation, any agreement governing the operation of accounts the Customer maintains with CIBC, and
  - d) will not affect any rights or remedies CIBC may have in respect of the Customer's accounts.
- 15.2. The Customer represents and warrants to CIBC, with such representations and warranties being effective on and as of each day this Agreement remains in effect, as follows:
- a) The execution and delivery of, and the performance by the Customer of its obligations under, this Agreement i) have been duly authorized by all necessary corporate or other action on the part of the Customer and no other corporate or other proceedings are necessary in conjunction therewith, and ii) do not result in a breach or violation of, or conflict with, any of the terms or provisions of its constituting documents or by-laws or any laws, statutes, codes, rules, regulations, judgments, orders or awards that the Customer is subject to.

**CIBC GICs Deposits & Payments Services Agreement for Cash Management Services**

b) This Agreement has been duly executed and delivered by or on behalf of the Customer, and assuming due authorization, execution and delivery by CIBC, this Agreement, including the performance of obligations hereunder, constitutes the legal, valid and binding obligation of the Customer, enforceable against the Customer in accordance with the terms and conditions hereof.

15.3. This Agreement and all Schedules are subject to the laws of Canada and the applicable provincial or territorial laws. The courts in the applicable province or territory will have jurisdiction over all disputes between you and CIBC. Unless otherwise specified in a Schedule, the applicable province for the purposes of this section shall be Ontario.

15.4. In the event of any inconsistency or conflict between the terms of this Agreement and the terms of any specific Schedule, the terms of the Schedule shall govern.

The Customer acknowledges receipt of a copy of this Agreement. The Customer acknowledges it has reviewed and understands the terms and conditions of the Agreement and the further terms and conditions set forth on the Schedule(s) relating to the specific Service(s) the Customer is using. The undersigned Customer of CIBC agrees to be bound by the Agreement (as amended from time to time). Use of CIBC GICs, Deposits & Payments Services shall evidence the Customer's receipt of and agreement with the terms of the Agreement. The Customer may print out the Agreement or may view the Agreement at any time.

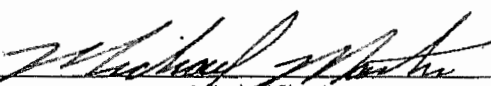
Each Person identified below is an authorized signatory according to the Customer's General Banking Resolution and the Customer confirms that each such person is duly authorized, on the Customer's behalf, to execute agreements relating to Business Banking Services.

**Quebec Residents Only:** It is my express wish that this form, the Agreement and all related documents be drafted in English.

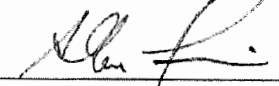
**Résidents du Québec seulement:** Je demande expressément que la présente formule, l'Entente et tous les documents s'y rattachant soient rédigés en anglais.

Date  
OCTOBER 10, 2013

Customer Name  
Empire Industries Ltd.

X   
Authorized Signatory

**Michael Martin**  
Chief Financial Officer

X   
Authorized Signatory

**Allan Francis**  
Corporate Secretary



### Channel Services Schedule

#### Customer Information

|                                |                  |                               |                            |
|--------------------------------|------------------|-------------------------------|----------------------------|
| Name<br>Empire Industries Ltd. |                  | Telephone No.<br>204-589-9308 | Fax No.                    |
| Address<br>717 Jarvis Ave      | City<br>Winnipeg | Province/State<br>MB          | Postal Code/Zip<br>R2W 3B4 |
| Country<br>Canada              |                  | Telephone No.<br>204-589-9308 | Fax No.                    |

This Schedule constitutes a "Schedule" as referred to in, and supplements, forms part of and is subject to, the CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated as of \_\_\_\_\_, as amended and supplemented from time to time (the "Agreement") between Empire Industries Ltd. (the "Customer") and Canadian Imperial Bank of Commerce ("CIBC"). All provisions contained in the Agreement govern this Schedule except as expressly modified below.

Check and initial each service that you want to use:

- CIBC Cash Management Online (CMO)
  - Account Transfers (includes Get Rate)
  - Bill Payments
  - Image Retrieval
  - Incoming Wire Advice
  - Stop Payments
- File Transfer Service (FTS)

Capitalized terms used herein and not defined have the meanings given to such terms in the Agreement.

"CIBC Cash Management Online™" or "CMO" means the electronic channel for sending payment files and receiving reports.

"File Transfer Service" or "FTS" means the unattended channel for sending payment instructions and receiving reports.

#### 1. Channel Services

##### 1.1. Definitions

In this Schedule, the following terms have the meanings specified below:

"Channel Services" includes, without limitation, CMO and FTS Channel Services may be added to, re-named or otherwise changed by CIBC from time to time. CMO services include, without limitation, Account Transfers, Bill Payments, Image Retrieval, Incoming Wire Advice and Stop Payments. Some of these Channel Services may be available with respect to Third Party Accounts.

"CIBC Cash Management Online™" or "CMO" means the electronic channel for sending payment files and receiving reports.

"File Transfer Service" or "FTS" means the unattended channel for sending payment instructions and receiving reports

##### 1.2. The Customer agrees:

a) Each Channel Service will be available only in respect of Accounts and Third Party Accounts which have been preapproved by CIBC. Certain Services have a restricted number of Accounts and Third Party Accounts that may be preapproved.

b) If a Third Party Account is to participate in one or more of the Channel Services, a condition of pre-approval is that the Third Party sign an authorization ("Third Party Authorization") and an authorizing resolution, each in a form acceptable to CIBC.

c) The Customer may remove any Account(s) or Third Party Account(s) from any Channel Service(s) by giving CIBC written notice and CIBC shall effect such removal as soon as it is practicable to do so. A Third Party may remove its Third Party Account(s) from any Account Information/Transfer Service(s) in accordance with the terms of the Third Party Authorization. CIBC may remove any Third Party Account(s) from any Channel Service(s) in accordance with the terms of the Third Party Authorization.

d) If the Customer has selected CMO, the Customer agrees to provide data required in respect of any Service to CIBC in a file format specified by CIBC from time to time. If the Customer has selected FTS, the Customer agrees to provide to CIBC data required in respect of any Service in a file format specified by CIBC from time to time, or the Customer may customize their file format for Services (subject to availability) with the prior written consent of CIBC. The Customer must provide the proposed file format to CIBC for any evaluation and testing CIBC deems necessary. Any file format changes which have been consented to will be made on a date to be agreed upon by the parties. Any further changes to the file format after such consent will also require the prior written consent of CIBC and may be subject to additional fees. CIBC has no obligation to process data in a file format which has not been specified or consented to by CIBC.

#### 2. Access to Channel Services

- a) The Customer acknowledges that, in order to obtain access to Channel Services, it may be required to enter into a separate license agreement with a third party and agrees to be bound by the terms of any such agreement.



### Channel Services Schedule

- b) CIBC may, at the request of the Customer, authorize identified Customer personnel to administer the authorization of use and entitlement of features within CMO to other users ("Client Admin"). The Customer accepts full responsibility for any authority which is given to and exercised by any Client Admin.
- c) The Customer acknowledges that, in order to obtain access to Channel Services, CIBC or Client Admin may be required to provide the security device supplier with the necessary information required for the delivery of the security device. This information may include, without limitations, the contact name, address and telephone numbers of the Customer (and its authorized users).
- d) The Customer (including its authorized users) is expressly prohibited from selling, renting, leasing or otherwise distributing security devices used to access the Channel Services. CIBC shall have the right to temporarily or permanently suspend the Customer's (including its authorized users) use if the security devices are used in a manner unacceptable to CIBC or its supplier in their sole discretion, including in a manner that compromises the security or integrity of CMO.
- e) If the Customer has selected FTS and uses a protocol which requires the exchange of certificates between CIBC and the Customer certificates (X.509 digital certificate) will be exchanged by the method determined by CIBC and advised to the Customer. Certificates shall not be self signed and must be issued by an accredited Certificate Authority (CA) that is acceptable to CIBC. Each party is responsible for managing the expiry of its certificate and must provide a new certificate to the other party prior to its expiry. The Customer is responsible for the installation of certificates on its systems.

#### 3. Account Transfers (This Section 3 is only applicable if Account Transfers has been checked above)

3.1. "Account Transfers" means the Service requested by the Customer by which the Customer will be able to transfer funds between Accounts

- a) Transactions must be submitted using CMO before 8:00pm Eastern Standard Time (EST) on a Business Day in order to be accepted by CIBC and will be effective as of that day.
- b) Transfers between Canadian and U.S. dollar Accounts must be submitted using CMO between 7:00 am EST and 5:30 pm EST on a Business Day in order to be accepted by CIBC and will be effective as of that day.

#### 3.2. Get Rate

"Get Rate" means the Service requested by the Customer, by which the Customer can obtain real time exchange rates, and settle online trades.

"Trade" means a transaction in which the Customer agree to purchase currency from CIBC using Get Rate.

- a) **Authority to Trade:** The signature page of this Schedule sets out the corporation, partnership or individual (the "Persons") to whom the Customer has granted authority to enter Trades on the Customer's behalf and/or who have authority to provide CIBC with settlement and delivery instructions for the completed Trades. The Customer represents and warrants that each such Person has the authority to enter into Trades on the Customer's behalf and/or to provide

CIBC with settlement and delivery instructions for completed Trades and that any such Trade will be enforceable against the Customer. Any restrictions on a Person's authority to deal with CIBC previously communicated by the Customer to CIBC are deemed to be superseded by the Customer's representation in this Agreement as to that Person's authority to enter into Trades, unless the Customer specifically advises CIBC that those restrictions are also applicable to that Person's authority to enter into Trades.

The Customer will indemnify and hold harmless CIBC from and against all claims, costs, losses and expenses incurred by CIBC arising out of, or in respect of, any claim that a Person was not authorized to enter into a Trade on the Customer's behalf and/or provide CIBC with settlement and delivery instructions for the completed Trades. This indemnity will survive the completion of any Trade or the termination of this Agreement.

If for any reason the Customer wishes to cancel a Trade that has been entered into, the Customer must notify CIBC immediately by calling the Business Contact Centre (BCC). In certain circumstances, CIBC may have the ability to cancel the Trade, and CIBC will use its reasonable efforts to cancel the Trade. However, the Customer understand that once the Trade has been entered into, the Trade is Customer's binding obligation and that the cancellation of any such Trade will be entirely within the sole and absolute discretion of CIBC. In addition, for any Trade that is cancelled by CIBC, the Customer must reimburse CIBC for any breakage costs and other expenses that may have been incurred by CIBC to cancel the Trade.

- b) **Trade Confirmation:** The terms of each Trade will be set out in the Trade confirmation presented to the Customer on the Trade Confirmation Screen following the Customer's acceptance of the Trade. The Trade confirmation is evidence of the terms of a completed Trade. The Trade will not be invalidated if for any reason the Trade confirmation is not presented to the Customer by CMO, including as a result of any computer malfunction. If for any reason the Trade confirmation is not presented to the Customer, the records of CIBC with respect to that Trade will constitute conclusive evidence of the terms of the Trade. If a Trade confirmation is not presented to the Customer for any reason, the Customer should notify CIBC immediately by calling the BCC, and CIBC will provide the Customer with a confirmation setting out the terms of the Trade.

The terms of each Trade set out in the related Trade confirmation are incorporated by reference into this Schedule and form a part of this Agreement.

## Channel Services Schedule

If the Account from which the Customer wishes to settle the Trade does not contain sufficient cleared funds to settle the Trade, the Customer will be liable for any resulting fees payable with respect to the account in accordance with the terms under which the Customer holds such Account. In addition, if the Customer fails to settle the Trade on the value date for the Trade, CIBC may, without limiting any other remedies that it may have, in its absolute discretion, cancel the Trade, in which case the Customer must reimburse CIBC for any breakage costs and other expenses incurred by CIBC to cancel the Trade.

- c) **Foreign Currency Exchange:** In the absence of instructions to debit a designated foreign currency account or settle foreign exchange contract, the Customer authorizes CIBC to purchase the required foreign currency amount at CIBC's then prevailing foreign exchange purchase rate, with respect to each funds transfer CIBC is instructed to make in a foreign currency. If for any reason CIBC or any correspondent bank is unable to make payment to or for the account of the payee in the currency in which the Customer has requested that payment be made, the Customer authorizes each such person to make payment in the currency of the place of payment at such person's spot rate of exchange for its sale of currency of the place of payment in exchange for the currency which the Customer has requested CIBC to transfer. The Customer accepts the risk of all fluctuation in exchange rates between the date CIBC accepts the Customer's instruction and the value date of the funds transfer and the date of refund, if any, to the Customer.

The Customer acknowledges that, in performing any currency conversion on Customer's behalf, CIBC will act as principal in buying and selling currency and CIBC will often earn spread-based revenue determined by the difference between the rates at which CIBC bought and sold the currency, such rates determined by CIBC in its sole discretion at the time of such conversion without having to obtain rates that limit such spread-based revenue. Such spread-based revenue will be in addition to any commission, fee or revenue otherwise payable by the Customer to CIBC on the transaction giving rise to the conversion of currency or otherwise payable to CIBC.

- d) **Representations and Warranties:** The Customer represents and warrants that the Customer is not relying on any communication (written or oral) of CIBC as investment advice, a recommendation to enter into a Trade or an assurance of expected results of a Trade and that each Trade entered into by the Customer will be based upon the Customer's own judgement and upon advice from such advisors as the Customer has deemed necessary. Customer acknowledges that CIBC is not acting as a fiduciary or advisor with respect to any Trade. These representations and warranties are deemed to be repeated on each date on which the Customer enters into a Trade.

The Customer represents and warrants that, (i) if the Customer is a resident of Alberta, then Customer is a Qualified Party within the meaning of Blanket Order 91-503 of the Alberta Securities Commission made April 11, 2008 in the matter of Over-The-Counter Derivatives Transactions and Commodity Contracts, as the same may be amended, restated or replaced, (ii) if the Customer is a resident of British Columbia, the Customer is a Qualified Party within the meaning of paragraph 1.1 of Rule 91-501 "Over-The-Counter Derivatives Transactions", dated November 24, 1999, as the same may be amended, restated or replaced, and (iii) if the Customer is a resident of Quebec, then the Customer is an "accredited counterparty" within the meaning of the Derivatives act (Quebec) and the regulations thereunder, as the same may be amended, restated or replaced. (iv) if the Customer is a resident of Saskatchewan, then the Customer is a "Qualified Party" as defined in the General Order 91-907 "Over-The-Counter Derivatives" of the Saskatchewan Financial Services Commission, as the same may be amended, restated or replaced, and (v) if Customer is a resident of New Brunswick, then Customer is a "qualified party" as defined in Local Rule 91-501 of the New Brunswick Securities Commission, as the same may be amended, restated or replaced. In addition, the Customer acknowledge that the Customer has read and completed the applicable Over-The-Counter Derivatives Representations and Warranties Certificate in which the foregoing category that is applicable to the Customer is described in greater detail.

- e) **Set Off:** If the Customer fails to make a payment when due under this Agreement or under a Trade, CIBC may without prior notice set-off any amount owing by the Customer to CIBC under this Agreement or under a Trade, against any amount owing by CIBC to the Customer, whether or not the amount is owed to the Customer under this Agreement or under a Trade.

#### 4. Bill Payments (This Section 4 is only applicable if Bill Payments has been checked above)

"**Bill Payments**" means the Service requested by the Customer, by which the Customer registers and makes real-time bill payments online to any of its creditors ("Merchants").

- a) Bill Payments submitted using CMO before 8:00 pm EST on a Business Day will be effective as of that day. Any transactions that are submitted on a non-Business Day or after 8:00 pm EST on a Business Day will be effective as of the next Business Day. The Customer acknowledges that not all Merchants treat payments as being received as of the day the Customer deliver their instructions to CIBC. CIBC will not be responsible for processing delays by the Merchants.
- b) The Customer must settle disputes or claims directly with the Merchant. CIBC is not responsible for any problems, disputes or claims that may arise between the Customer and the Merchants, including if a Merchant does not credit the Customer for a bill payment, imposes any additional charges (such as late fees or interest penalties), or takes any other actions.
- c) The Customer acknowledges that payments made to CIBC credit cards are treated as transfers.
- d) When using CMO, the Customer agrees that CIBC may decline to act on an instruction if CIBC suspects that the instructions are not from the Customer, are inaccurate or unclear, have not been properly authorized, or are provided for some illegal or

## Channel Services Schedule

improper purpose. CIBC will not be liable if CIBC declines to act on an instruction in these circumstances. The Customer also acknowledges that instructions that are only created and saved but are not submitted to CIBC, will not be processed. CIBC will not reimburse the Customer for any processed payments, for the amount of the transaction, if the instructions or any relevant details provided by the Customer are inaccurate.

### 5. Image Retrieval (This Section 5 is only applicable only if Image Retrieval has been checked above)

"Image Retrieval" means the Service requested by the Customer through CMO, and/or provided as part of Corporate Clearing and/or Positive Pay services, by which an image of a cheque and certain debit items that have been cleared through the Customer's Canadian or US dollar account is made available to the Customer.

- a) Quality of the image produced is dependant upon the original cheques submitted by the Customer. CIBC makes no representation or warranties concerning the quality of the cheque available to the Customer through CMO where the cheque does not meet standards and specifications as required by CPA.
- b) An Image of an item can be retrieved through CMO up to 13 months after the item has been posted to the account.
- c) Image Retrieval of an item is only available through CMO after 8:00 am EST following the day on which that item was posted to the account.

### 6. Incoming Wire Advice (This Section 6 is only applicable if Incoming Wire Advice has been checked above)

"Incoming Wire Advice" is the service requested by the Customer through CMO by which an advice of an incoming wire is made available to the Customer when wire proceeds are credited to the Customer's Canadian or U.S Account.

### 7. Stop Payments (This Section 7 is only applicable if Stop Payments has been checked above)

#### 7.1. Stop Payments on Cheques and Pre-Authorized Debits on CMO

- a) "Stop Payments" means the Service requested by the Customer through CMO, in which CIBC stops payment of a cheque issued by the customer or a Pre-Authorized Debit.
- b) "Pre-Authorized Debit" means a payment made by the Customer in favour of its payee that is pre-authorized by the Customer, for settlement through the national clearings and settlement system.
- c) CIBC will use all reasonable efforts to Stop Payment of the cheque or Pre-Authorized Debit. CIBC will require a reasonable period of time to process the Stop Payment order.
- d) Stop Payment requests must be made between 7:00 am EST and 9:00 pm EST on a Business Day in order to be accepted by CIBC and will be effective as of that day.
- e) A Stop Payment request for a cheque is in effect for 12 months from the later of i) the date the request is accepted by CIBC or ii) the date of the cheque, if such date is provided by the Customer. A Stop Payment request for a Pre-Authorized Debit is in effect for 12 months from the date the request is accepted by CIBC. CIBC will have no liability if an item is paid after the relevant 12 month period.
- f) CIBC is only required to Stop Payment of the cheque or Pre-Authorized Debit that matches the description the Customer provides exactly. If any of the relevant details the Customer provides are wrong and CIBC pays the cheque or Pre-Authorized Debit, CIBC does not have to reimburse the Customer for the amount of the cheque or Pre-Authorized Debit.
- g) If for any other reason the cheque or Pre-Authorized Debit is paid, then, subject to the terms of this paragraph, and unless it represents payment of a just debt, CIBC will reimburse the Customer for the amount of the cheque or Pre-Authorized Debit (and refund the service charge) and have no further liability to the Customer. The Customer agrees to review its Account by examining its transaction activities to determine if the cheque or Pre-Authorized Debit has been paid in error, and if so, will notify CIBC immediately. CIBC will not be required to reimburse the Customer for the amount of the cheque or Pre-Authorized Debit and the service charge unless the Customer notifies CIBC within the time period set out in the applicable Account agreement.
- h) Stop Payment requests that are only created and saved but not submitted to CIBC will not be processed.

Additional terms and conditions applicable to Pre-Authorized Debits only:

- i) The Stop Payment request for a Pre-Authorized Debit means the Customer withdraws its consent to have the Account debited for the Pre-Authorized Debit and requests CIBC to refuse payment of the Pre-Authorized Debit. If for any reason a Pre-Authorized Debit is paid, the Customer may ask CIBC to return it to the originating bank if it was not in accordance with the authorization to the payee, for one or more of the following reasons:
  - i) the Customer has no agreement with the payee for the Pre-Authorized Debit ,
  - ii) the Customer cancelled the authorization to the payee,
  - iii) the wrong account was debited,
  - iv) the wrong amount was debited, or

**Channel Services Schedule**

- v) the Customer did not receive the applicable notification of the amount of the Pre-Authorized debit in accordance with the authorization.

The Customer agrees to make the above request by providing CIBC with a suitable statutory declaration within 90 calendar days (in the case of consumer Pre-Authorized Debits) or 10 Business Days (in the case of business Pre-Authorized Debits) of the date the Pre-Authorized Debit is debited to the Account. CIBC is not obliged to return the Pre-Authorized Debit to the originating bank unless the Customer notifies CIBC and provides the required statutory declaration within the above time limits.

- j) The Customer acknowledges that a Stop Payment request on a Pre-Authorized Debit will only be effective for the next scheduled Pre-Authorized debit following acceptance of the request by CIBC. In order to stop all future Pre-Authorized Debits to a specific payee, the Customer must contact that payee directly and make arrangements to stop those payments.

**7.2. Cancellation of Stop Payments on Cheques and Pre-Authorized Debits**

- a) Requests to cancel Stop Payments must be made between 7:00 am EST and 9:00 pm EST in order to be accepted by CIBC.
- b) If the Customer requests a cancellation of a Stop Payment, CIBC will use all reasonable efforts to cancel the Stop Payment. However, CIBC will not be liable in circumstances where the cheque or the Pre-Authorized Debit has been stopped prior to CIBC's acceptance of the cancellation request.
- c) CIBC is only required to cancel a Stop Payment if the Customer provides CIBC with sufficient details of the cheque or Pre-authorized Debit. CIBC will not be liable if any of the relevant details the Customer provides are wrong and CIBC does not cancel the Stop Payment.
- d) CIBC will not reimburse the Customer for the Stop Payment charge in the event that the cancellation request is processed

**8. Termination.** Either CIBC or the Customer may terminate this Schedule by giving the other party thirty (30) days' written notice. In addition, CIBC may terminate this Schedule without notice, if: i) the Customer breaches any term of this Schedule and the breach is not remedied within ten (10) days of CIBC requiring it to be remedied, or ii) the Customer becomes bankrupt or insolvent or iii) the Customer defaults in observance or payments of any of its covenants herein or in any other agreement between the Customer and CIBC

Each Person identified below is an authorized signatory according to the Customer's General Banking Resolution and the Customer confirms that each such person is duly authorized, on the Customer's behalf, to execute agreements relating to Business Banking Services.

**Quebec Residents Only:** It is my express wish that this form, the Agreement and all related documents be drafted in English.

**Résidents du Québec seulement:** Je demande expressément que la présente formule, l'Entente et tous les documents s'y rattachant soient rédigés en anglais.

**List of Authorized Users:**

As per section 3.2 (a) above, "Authority to Trade", the following individuals are authorized to Trade / settle on the Customer's behalf using CMO. Please provide a separate list if additional users are required:

\_\_\_\_\_  
Name of user

\_\_\_\_\_  
Restrictions if applicable

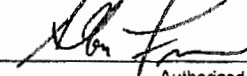
\_\_\_\_\_  
Name of user

\_\_\_\_\_  
Restrictions if applicable

Date  
OCTOBER 10, 2013

Customer Name  
Empire Industries Ltd.

X   
Authorized Signatory

X   
Authorized Signatory

**Michael Martin**  
Chief Financial Officer

**Allan Francis**  
Corporate Secretary



### Direct Deposit Payment Services Schedule

#### Customer Information

|                                |                  |                                      |                               |
|--------------------------------|------------------|--------------------------------------|-------------------------------|
| Name<br>Empire Industries Ltd. |                  | Telephone No.<br>204-589-9308        | Fax No.                       |
| Address<br>717 Jarvis Ave      | City<br>Winnipeg | Province/State<br>MB                 | Postal Code/Zip<br>R2W 3B4    |
| Country<br>Canada              |                  | Contact Person(s):<br>Michael Martin | Telephone No.<br>204-589-9308 |
|                                |                  | Fax No.                              |                               |

This Schedule constitutes a "Schedule" as referred to in, and supplements, forms part of and is subject to, the CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated as of \_\_\_\_\_, as amended and supplemented from time to time (the "Agreement") between Empire Industries Ltd. (the "Customer") and Canadian Imperial Bank of Commerce ("CIBC"). All provisions contained in the Agreement govern this Schedule except as expressly modified below.

Capitalized terms used herein and not defined have the meanings given to such terms in the Agreement.

Check and initial one of the services below that you want to use:

- Direct Deposit  Direct Deposit with Pre-funded Settlement Option

Choose one or both options from below:

- Electronic Payment File  Ad-hoc Payment Instruction

Capitalized terms used herein and not defined have the meanings given to such terms in the Agreement.

#### 1. Direct Deposit Payment Services

"Direct Deposit Payment Services" include, without limitation, Direct Deposit File and Direct Deposit with Pre-funded Settlement Option as these may be added to, re-named or otherwise changed by CIBC from time to time.

"Ad-hoc Payment Instruction" means a payment instruction created and submitted by the Customer online via CMO.

"CMO" means CIBC Cash Management Online™.

"Cut-off Time" is the standard deadline for submission of Payment Instructions being made to CIBC by the Customer as designated by CIBC from time to time.

"Electronic Payment File" refers to a file of payment instructions submitted by the Customer through one of the CIBC channels.

"File Transfer Service" or "FTS" means the unattended channel for sending payment files and receiving reports.

"Payment Instructions" includes Electronic Payment File and/or Ad Hoc Payment Instructions submitted for processing.

- a) The Customer can arrange with CIBC to be provided with certain Direct Deposit Payments Services through which CIBC will process the Customer's instructions for direct deposits to be made in Canadian or U.S. dollars to payees with accounts located at financial institutions in Canada (each direct deposit payee is referred to in this Section 1 as a "Payee").
- b) With respect to each Payee in whose favour the Customer directs CIBC to make a direct deposit, the Customer confirms the Payee has authorized the Customer to credit the Payee's account.
- c) CIBC will advise the Customer of security procedures the Customer may use to enhance the Customer's protection against unauthorized use of Direct Deposit Payment Services, including that the Customer may authorize Customer personnel to have security functions ("Security Officers") and require instructions for funds transfers to be generated by more than one person in the Customer's organization ("Authorized Customer Operators"). The Customer accepts full responsibility for any authority which is given to and exercised by any Customer Security Officer and Authorized Customer Operator.
- d) The Customer agrees to accept sole responsibility for any error, deficiency or inconsistency in the information which the Customer provides CIBC with respect to any Payee including, without limitation, the Customer agrees that CIBC shall not be responsible to verify the accuracy of such information provided by the Customer and that CIBC may rely solely on an account or other identifying number provided to effect any direct deposit payment the Customer has instructed even if it identifies a person different from the Payee named by the Customer.
- e) The Customer acknowledges that CIBC may effect direct deposit Payments Instructions by the Customer in Canadian and US dollars through the Automated Clearing Settlement System of the Canadian Payments Association ("CPA") and that in doing so each such Payment Instruction by the Customer is governed, and CIBC is bound, by the CPA Rules. The Customer agrees that CIBC's ability to initiate the Customer's Payment Instructions is subject to the CPA Rules and that CIBC will not be liable to the Customer (whether for breach of contract, tort, or any other basis) for its compliance with the CPA Rules.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

Direct Deposit Payment Services Schedule

- f) The Customer agrees that its direct deposit Payment Instructions will be submitted to CIBC with sufficient lead-time to allow CIBC to accept, process and disburse payments in accordance with the scheduled Canadian Interbank exchanges facilitated by the Canadian Payments Association. For standard processing of all Direct Deposit Payment Services, unless CIBC approves a later file submission time in writing, the Customer must submit its direct deposit Payment Instructions to CIBC no later than the Cut-off Time. If Payment Instructions are submitted for processing after the Cut-off Time, the Customer acknowledges that CIBC will make reasonable efforts to disburse the payments, but that funds may be posted to Payee accounts either i) later than expected by the Customer and the Payees on the payment due date, or ii) on the Business Day following the payment due date. CIBC will not be liable under any circumstance to the Customer, the Payee or any other person for any damages, loss or liability of any nature arising from the Customer's failure to meet the Cut-off Time.
  - g) If the Customer uses the Direct Deposit with Pre-funded Settlement Option service using CMO, the Customer will ensure that the available balance in its designated settlement account will not be less than the total settlement value of the current dated payments at the time the Payment Instructions are submitted to CIBC. The Customer acknowledges the available balance in its designated settlement account also includes any approved and unutilized overdraft attached to such account. The Customer acknowledges that if the available balance in its designated settlement account is less than the total value of current dated payments, CIBC will be unable to process the direct deposit Payment Instructions. At the time the Customer submits its direct deposit Electronic Payment File to CIBC, CIBC will debit the Customer's account for an amount equal to the total settlement value of the current dated payments.
  - h) If the Customer uses the Direct Deposit with Pre-funded Settlement Option service using FTS, the Customer will ensure that the available balance in its designated settlement account will not be less than the total settlement value of the current dated payments at the time the Electronic Payment File is submitted to CIBC. The Customer acknowledges the available balance in its designated settlement account also includes any approved and unutilized overdraft attached to such account. The Customer acknowledges that if the available balance in its designated settlement account is less than the total value of the current dated payments, CIBC will be unable to process the direct deposit Electronic Payment File for processing. At the time the Customer submits its direct deposit Electronic Payment File to CIBC, CIBC will debit the Customer's account for an amount equal to the total settlement value of the Electronic Payment File. CIBC will hold such funds in a suspense account until the funds are disbursed by CIBC on the payment due date. CIBC will not pay any interest to the Customer or the Payee in respect of the direct deposit funds being held in the suspense account.
2. **Termination.** Either CIBC or the Customer may terminate this Schedule by giving the other party thirty (30) days' written notice. In addition, CIBC may terminate this Schedule without notice, if: i) the Customer breaches any term of this Schedule and the breach is not remedied within ten (10) days of CIBC requiring it to be remedied, or ii) the Customer becomes bankrupt or insolvent or iii) the Customer defaults in observance or payments of any of its covenants herein of in any other agreement between the Customer and CIBC

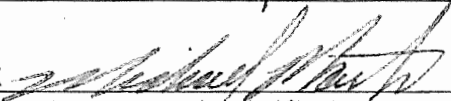
Each Person identified below is an authorized signatory according to the Customer's General Banking Resolution and the Customer confirms that each such person is duly authorized, on the Customer's behalf, to execute agreements relating to Business Banking Services.

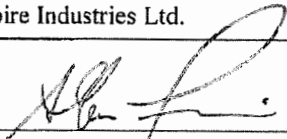
**Quebec Residents Only:** It is my express wish that this form, the Agreement and all related documents be drafted in English.

**Résidents du Québec seulement:** Je demande expressément que la présente formule, l'Entente et tous les documents s'y rattachant soient rédigés en anglais.

Date  
OCTOBER 10, 2013

Customer Name  
Empire Industries Ltd.

X   
Authorized Signatory

X   
Authorized Signatory

**Michael Martin**  
Chief Financial Officer

**Allan Francis**  
Corporate Secretary



### Wire Payment Services Schedule

#### Customer Information

|                                      |                  |                               |                            |
|--------------------------------------|------------------|-------------------------------|----------------------------|
| Name<br>Empire Industries Ltd.       |                  | Telephone No.<br>204-589-9308 | Fax No.                    |
| Address<br>717 Jarvis Ave            | City<br>Winnipeg | Province/State<br>MB          | Postal Code/Zip<br>R2W 3B4 |
| Country<br>Canada                    |                  | Telephone No.<br>204-589-9308 | Fax No.                    |
| Contact Person(s):<br>Michael Martin |                  |                               |                            |

This Schedule constitutes a "Schedule" as referred to in, and supplements, forms part of and is subject to, the CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated as of \_\_\_\_\_, as amended and supplemented from time to time (the "Agreement") between Empire Industries Ltd. (the "Customer") and Canadian Imperial Bank of Commerce ("CIBC"). All provisions contained in the Agreement govern this Schedule except as expressly modified below.

Capitalized terms used herein and not defined have the meanings given to such terms in the Agreement.

1. **Wire Payment Services**

"Wire Payment Services" means the Service through which CIBC will facilitate funds transfers within Canada, the U.S. and internationally.

- a) The Customer can arrange with CIBC to be provided with certain Wire Payment Services through which CIBC will process the Customer's instructions regarding funds transfers in Canadian dollars and in foreign currencies (including U.S. dollars) to be made to beneficiaries designated by the Customer to receive such funds transfers (each beneficiary is referred to in this Schedule as a "Payee").
- b) In the absence of instructions to debit a designated foreign currency account or settle a foreign exchange contract, the Customer directs CIBC to purchase the required foreign currency amount at CIBC's then prevailing foreign exchange purchase rate, with respect to each funds transfer CIBC is instructed to make in a foreign currency. If for any reason CIBC or any correspondent bank is unable to make payment to or for the account of the Payee in the currency in which the Customer has requested that payment be made, the Customer authorizes each such person to make payment in the currency of the place of payment at such person's spot rate of exchange for its sale of currency of the place of payment in exchange for the currency which the Customer has requested CIBC to transfer. The Customer accepts the risk of all fluctuation in exchange rates between the date CIBC accepts the Customer's instruction and the value date of the funds transfer and the date of refund, if any, to the Customer.
- c) If CIBC is unable to transfer funds as requested by the Customer for any reason within a reasonable period of time, CIBC shall refund such funds as the Customer has paid to CIBC for transfer less CIBC's fees if unpaid and any fees, charges or expenses for which CIBC has not been reimbursed. However, CIBC is not liable to refund the Customer any amount which CIBC has not retained, or has not itself received repayment of in available and convertible funds.
- d) Upon CIBC's acceptance of the Customer's payment instruction, the Customer shall pay CIBC the amount of funds which the Customer requests CIBC to transfer. Where an account is denominated in a currency other than that in which the Customer owes payment to CIBC, CIBC will make reasonable efforts to complete the transaction but is not obligated to do so.
- e) CIBC will advise the Customer of security procedures the Customer may use to enhance the Customer's protection against unauthorized use of Wire Payment Services, including that the Customer may authorize Customer personnel to have security functions ("Security Officers") and require instructions for funds transfers to be generated by more than one person in the Customer's organization ("Authorized Customer Operators"). The Customer accepts full responsibility for any authority which is given to and exercised by any Customer Security Officer and Authorized Customer Operator.
- f) The Customer agrees to accept sole responsibility for any error, deficiency or inconsistency in the information which the Customer provides CIBC in connection with any Wire Payment Service, including, without limitation, the Payee, the Payee's bank, any account of the Payee or the Payee's bank, or any identifier code or number in respect of the Payee's bank or any other correspondent bank. The Customer agrees that neither CIBC nor the Payee's bank shall be responsible to verify the accuracy of such information provided by the Customer and that CIBC and the Payee's bank may rely solely on an account or other identifying number provided to effect any funds transfer the Customer has instructed even if it identifies a person different from the Payee named by the Customer. With respect to each account to which the Customer has directed CIBC to make payment, the Customer confirms it has the authority of the account holder(s) to credit the account.
- g) The Customer acknowledges that CIBC may effect funds transfers instructed by the Customer in Canadian dollars through the Large Value Transfer System of the Canadian Payments Association and that in doing so each such funds transfer instructed by the Customer is governed, and CIBC is bound, by the CPA Rules. The Customer agrees that CIBC's ability to initiate the Customer's payment instructions is subject to the CPA Rules and that CIBC will not be liable to the Customer (whether for breach of contract, tort, or any other basis) for its compliance with the CPA Rules.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

**Wire Payment Services Schedule**

- h) For the purpose of this section 1.0(h): "Time Sensitive Payment" means any funds transfer in an amount equal to or greater than 100 million Canadian dollars, or the foreign currency equivalent, or any funds transfer that the Customer requests be initiated by a specific time on a day.
    - i) CIBC will initiate Time Sensitive Payments only on a Business Day.
    - ii) The Customer agrees to provide CIBC with instructions for a Time Sensitive Payment on a Business Day between 8:00 AM and 4:00 PM Eastern Time at least one Business Day prior to the Business Day in which the Time Sensitive Payment is to be made ("Advance Notice"). Customer instructions for a Time Sensitive Payment that are received by CIBC on a non-Business Day will be deemed to be received on the next Business Day. The Customer will contact its CIBC Management Online representative to obtain the contact names and numbers for Advance Notices.
    - iii) If the Customer does not provide CIBC with Advance Notice of a Time Sensitive Payment, CIBC will make reasonable efforts to initiate the Time Sensitive Payment in accordance with the Customer's instructions; however, CIBC will not be responsible if it does not initiate the Time Sensitive Payment by the specific time set out in the Customer's instructions.
    - iv) Whenever Customer instructions for a Time Sensitive Payment are submitted by the Customer, and regardless of whether Advance Notice of such Time Sensitive Payment is provided to CIBC, CIBC may charge the Customer the cost CIBC incurs to pledge collateral in order to effect such Time Sensitive Payment and Customer agrees to pay such charges on demand.
  - i) The Customer shall be responsible to pay all fees, duties, taxes, imposts and charges of any nature that are collectible in connection with the Customer's payment instructions (including, without limitation, all fees and charges of any nature of Settlement Participants) unless such fees and charges are paid by the Customer's Payee or beneficiary. CIBC and the Settlement Participants may deduct all such fees and charges from the funds being transferred pursuant to the Customer's payment instructions, or CIBC may deduct such fees and charges from any account which the Customer maintains with CIBC. CIBC may charge any amount payable by the Customer to CIBC pursuant to the Customer's payment instructions to any account or accounts that the Customer keeps with CIBC.
  - j) The Customer agrees that, notwithstanding any guarantee or promise to provide the Services hereunder, CIBC may in its sole discretion decline to complete a Service if CIBC determines in its reasonable opinion after conducting any due diligence that it deems necessary, that it may suffer legal and/or reputational risk, or that CIBC may be in violation of any law, rule, regulation, agreement or internal policy applicable to it, if it completes any such Service. The Customer also understands and agrees that in the event that a Settlement Participant cannot or will not process a request referred to it by CIBC, by reason that the Settlement Participant may suffer legal and/or reputational risk, or that the Settlement Participant may be in violation of any law, rule, regulation, agreement or internal policy applicable to it if it completes any such request, then such request, and therefore the Service, will not be completed, notwithstanding any other provision in this Agreement.
2. **Termination.** Either CIBC or the Customer may terminate this Schedule by giving the other party thirty (30) days' written notice. In addition, CIBC may terminate this Schedule without notice, if: i) the Customer breaches any term of this Schedule and the breach is not remedied within ten (10) days of CIBC requiring it to be remedied, or ii) the Customer becomes bankrupt or insolvent or iii) the Customer defaults in observance or payments of any of its covenants herein of in any other agreement between the Customer and CIBC

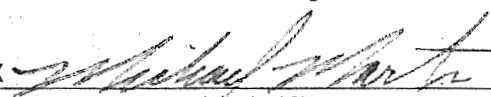
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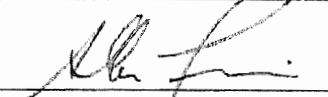
**Quebec Residents Only:** It is my express wish that this form, the Agreement and all related documents be drafted in English.

**Résidents du Québec seulement:** Je demande expressément que la présente formule, l'Entente et tous les documents s'y rattachant soient rédigés en anglais.

Date  
OCTOBER 10, 2013

Customer Name  
Empire Industries Ltd.

X   
Authorized Signatory

X   
Authorized Signatory

**Michael Marlin**  
Chief Financial Officer

**Allan Francis**  
Corporate Secretary





**CIBC Mobile Business Schedule**

**Customer Information**

|                                     |                  |                               |                            |
|-------------------------------------|------------------|-------------------------------|----------------------------|
| Name<br>Empire Industries Ltd.      |                  | Telephone No.<br>204-589-9308 | Fax No.                    |
| Address<br>717 Jarvis Ave           | City<br>Winnipeg | Province/State<br>MB          | Postal Code/Zip<br>R2W 3B4 |
| Country<br>Canada                   |                  | Telephone No.<br>204-589-9308 | Fax No.                    |
| Contact Person(s)<br>Michael Martin |                  |                               |                            |

This Schedule constitutes a "Schedule" as referred to in, and supplements, forms part of and is subject to, the CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated as of \_\_\_\_\_, as amended and supplemented from time to time (the "Agreement") between Empire Industries Ltd. (the "Customer") and Canadian Imperial Bank of Commerce ("CIBC"). All provisions contained in the Agreement govern this Schedule except as expressly modified below.

Capitalized terms used herein and not defined have the meanings given to such terms in the Agreement.

**1. Mobile Access to Services**

The Customer acknowledges that CIBC may, from time to time, make remote access available to Customer (as it may be updated, upgraded, enhanced or modified by CIBC from time to time, "CIBC Mobile Business"), to enable Authorized User(s) to access CIBC's cash management Services, (as defined in the Agreement and including, for the purpose of this Schedule, Cash Management Online ("CMO")), on a Mobile Device either by way of access by web browser, by installation of the CIBC Mobile Business application (the "CIBC Mobile Business App") or otherwise. A "Mobile Device" means a mobile telecommunications device including, without limitation, a smartphone, tablet, computer, and other similar computing and/or communications device, that has a web browser and/or is capable of having applications loaded onto it. For clarity, all references in this Schedule to CIBC Mobile Business include the use and/or access of the Services through a web browser and the CIBC Mobile Business App, unless expressly stated otherwise.

**2. License**

CIBC grants to the Customer a non-exclusive, royalty-free licence to use CIBC Mobile Business, solely in order to use Services for which the Customer is registered for their intended purposes. This licence will terminate, without notice, immediately upon the termination of the Agreement. The Customer may not copy, modify, or reverse engineer any software used by and/or related to CIBC Mobile Business, and must comply with all applicable laws with the use of CIBC Mobile Business, and the Services. The Customer shall ensure that each Authorized User complies with all of the terms of this Schedule as if it were "Customer" hereunder.

The Customer shall not, and shall ensure that each Authorized User does not, use CIBC Mobile Business in a manner that (a) infringes or violates the rights of any other party; (b) is unlawful, fraudulent or deceptive; (c) attempts to gain unauthorized access to any information or systems; (d) would constitute a criminal offense, or that would give rise to civil liability; (e) violates this Schedule; (f) on or through any Mobile Device that the user knows or have reason to believe has had its security or integrity compromised (e.g. where the device has been "rooted", "unlocked", "jailbroken", and/or had its security mechanisms bypassed).

**3. Available Services**

CIBC may (i) add or remove Services which may be accessed on or through CIBC Mobile Business at any time and from time to time; (ii) establish at any time and from time to time limits on the Services and the transactions that may be completed using CIBC Mobile Business, including, without limitation, a maximum dollar limit for a single transaction.

Access entitlements, other account privileges and authorizations for various Services will be transferred to CIBC Mobile Business. Notwithstanding the foregoing, Customer acknowledges and agrees that CIBC may from time to time and without notice change access to certain Services on or through CIBC Mobile Business so that there are additional, limited or other entitlements, privileges and authorizations to users of the Services on or through CIBC Mobile Business than such user may have when accessing Services through other channels. CIBC is not liable for any loss or damage resulting from (i) the inability of any Authorized User to access all of Services available on or through CIBC Mobile Business and/or to complete any intended transaction via CIBC Mobile Business and (ii) the differences in function and/or any differences in entitlements, privileges and authorizations between CMO and CIBC Mobile Business and other channels to access the Services. If any Services or transactions are denied on or through CIBC Mobile Business, the Customer agrees that the web-based interface for the Services is a suitable and satisfactory alternate.

If CIBC provides the Customer with the ability to set an Authorized User's account entitlements, privileges and limitations for CIBC Mobile Business, the Customer is solely responsible for setting and monitoring such options, privileges and limitations to ensure that they are satisfactory for each such Authorized User. In the event that the Customer does not set such options, the Customer shall be deemed to have accepted the default settings made by CIBC.

**4. Service Alerts**

CIBC may from time to time develop functionality and features to send to Authorized Users automated messaging, alerts, on-screen or audio notifications, and similar communications or notifications ("Alerts"). CIBC may add or delete any Alert services at any time and without notice.

The Customer acknowledges that certain functionality of CIBC Mobile Business and/or various Mobile Devices includes the ability of users to establish, configure and/or limit messaging, alerts and similar notifications. CIBC shall not be liable to the Customer for any losses or damage suffered in the event that any Authorized User establishes, configures and/or limits his or

**CIBC Mobile Business Schedule**

her Mobile Device and/or CIBC Mobile Business so that it interferes with the intended functionality of CIBC Mobile Business and/or receipt of any Alerts intended for such Authorized User. Additionally, an Authorized User may be able to elect to receive certain Alerts via non-secure forms of communication.

The Customer acknowledges that Alerts may be delayed between the time of creation and the time of delivery. The Customer acknowledges that all Alerts are provided strictly as a convenience and that they cannot be relied on for critical and time-sensitive matters.

Without limiting Section 8, CIBC is not liable to the Customer for (i) any Alerts not delivered or received for any reason whatsoever, including CIBC's technical problems, (ii) any losses arising out of an Authorized User's use or inability to receive or use the Alerts, or for the accuracy or inaccuracy of any Alerts, and/or (iii) Alerts sent via non-secure forms of communication that may be intercepted, reviewed or altered by others, regardless of the cause of action, including negligence, and even if CIBC is advised of the possibility of such damages

**5. Accessing Services From Other Jurisdictions**

The Customer acknowledges and agrees that Authorized Users may use CIBC Mobile Business to access the Services from jurisdictions outside of Canada, and some aspects of the Services may not be available in those jurisdictions. Such access is solely at the Customer's risk, and it shall bear all responsibility for compliance with any local, provincial, national, foreign or international laws that are applicable to such access or use of CIBC Mobile Business in those jurisdictions.

**6. Instructions**

The Customer is liable for all activity by the Authorized Users (regardless of whether such Authorized User was acting outside the scope of his or her authority, and including any activity by such user that would give rise to civil or criminal liability), and for all activity resulting from the use of an Authorized User's Credentials or Mobile Device (regardless of whether the Authorized User was engaged in such activity).

CIBC may decline to act on any instruction if CIBC suspects that such instructions are not from an Authorized User, are inaccurate or unclear, have not been properly authorized, or are provided for some illegal or improper purpose. CIBC is not liable if it declines to act on any instructions in these circumstances. Nothing in this section imposes any liability on CIBC for complying with any instructions which are later found to not have come from an Authorized User, are inaccurate or unclear, have not been properly authorized, or are provided for some illegal or improper purpose.

**7. Lost or Stolen Mobile Device**

The Customer shall, and shall ensure that each Authorized User shall, delete any Credentials from an Authorized User's Mobile Device in the following circumstances: (a) upon the Authorized User ceasing to be an employee of the Customer; (b) before the Authorized User sells, gives away or otherwise disposes of his or her Mobile Device; or (c) immediately if an Authorized User's Mobile Device is lost or stolen. The Customer will continue to be liable for all actions taken using CIBC Mobile Business and for all fees, interest, losses and other amounts related to thereto. "Credentials" means information stored on the Mobile Device that is used by CIBC Mobile Business to identify the Authorized User, the Customer and/or any associated passwords.

**8. Disclaimer of Warranties**

CIBC Mobile Business is provided "AS IS" and "AS AVAILABLE", without representations, warranties or conditions of any kind, express, implied, statutory or collateral, including, without limitation, any implied representations, warranties or conditions of merchantable quality, fitness for purpose, non-infringement and any warranty which may arise from course of performance, course of dealing, or usage of trade. Without limiting the preceding sentence, the Customer acknowledges and agrees that: (a) CIBC does not warrant the operability or functionality of CIBC Mobile Business or that the Services will be available to complete a transaction; (b) CIBC does not warrant that CIBC Mobile Business will meet the Customer's expectations or requirements or that operation of CIBC Mobile Business will be uninterrupted or error-free; (c) CIBC cannot and does not guarantee the availability or operability of the wireless networks of the telecommunications provider of any Mobile Device; (d) CIBC cannot and does not guarantee the security of any telecommunications provider or of any wired and/or wireless networks, nor does CIBC guarantee that any communications will not be intercepted by others.

CIBC does not undertake to provide any support, assistance, or upgrades or updates to CIBC Mobile Business other than what is set out in the Agreement or this Schedule.

**9. Intellectual Property**

CIBC Mobile Business, and all the software and systems used by CIBC to provide CIBC Mobile Business and the access to the Services on or through CIBC Mobile Business, are proprietary to, and owned by, CIBC, its information providers and licensors, and are protected by intellectual property laws. The Customer shall not, and shall ensure that each Authorized User does not, do any of the following: (i) modify, adapt, translate, reverse engineer, decompile, or disassemble any software and systems used by CIBC to provide CIBC Mobile Business and/or the Services; (ii) copy, mirror, reproduce, distribute, publish, download, post, transmit, or create derivative works based on any of the content found, accessible, or made available to the Customer through the Services in any form or in any manner; (iii) sell, resell, or make any commercial use of such content; and (iv) use any robots, bots, spiders, web crawlers, data mining software, or any other automated tools or data gathering or extracting software on such content or to collect any information from CIBC Mobile Business or from the Services. Nothing in this Schedule will be construed as providing the Customer with any right, title, and interest in or to any of CIBC's intellectual property rights, or to grant the Customer any licenses, whether by implication or otherwise.

**10. Infringement of Third Party Rights**

If a third party claims that CIBC Mobile Business and/or the use of it by an Authorized user infringes the rights, including intellectual property rights, of any third party, CIBC is solely responsible for the investigation, defense, settlement and

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

**CIBC Mobile Business Schedule**

discharge of any such claim. The Customer's sole remedy in the event of an actual infringement is to either: (i) direct the Authorized Users to cease using CIBC Mobile Business; or (ii) if CIBC chooses to provide a non-infringing version of CIBC Mobile Business, to direct the Authorized Users to use such non-infringing version.

**11. Representations and Warranties**

The Customer represents, warrants and covenants that it will obtain all necessary consents from each Authorized User, on behalf of CIBC for the collection, use and disclosure of "Personal Information" in CIBC's privacy policy at [www.cibc.com](http://www.cibc.com).

**12. Indemnity**

The Indemnity in Section 10 of the Agreement shall include damages, losses, costs, fees, expenses and liability relating to any claim, suit or demand (i) resulting from a breach by the Customer or any Authorized User of any representation, warranty or covenant of this Schedule, (ii) any claim by any Authorized User howsoever relating to or arising out of the Authorized User's downloading, installation and/or use of the CIBC Mobile Business App, CIBC's provision of CIBC Mobile Business, including any installation of any upgrades and/or updates, and (iii) all activity by the Authorized Users (regardless of whether such Authorized User was acting outside the scope of his or her authority, and including any activity by such user that would give rise to civil or criminal liability), and for all activity resulting from the use of an Authorized User's Credentials or Mobile Device (regardless of whether the Authorized User was engaged in such activity).

**13. External Terms**

There may be terms in the agreement between the Customer, the Authorized User and his or her telecommunications provider that are relevant to the use of CIBC Mobile Business, including data charges. CIBC is in no way responsible for such terms, or any related costs associated with the Authorized Users' use of CIBC Mobile Business.

**14. Suspension, Termination and Changes**

This Schedule will continue in effect until terminated. Either CIBC or the Customer may terminate this Schedule by giving the other party thirty (30) days' written notice. In addition, CIBC may terminate this Schedule without notice, if (i) the Customer breaches any term of this Schedule and the breach is not remedied within ten (10) days of CIBC requiring it to be remedied, or (ii) the Customer becomes bankrupt or insolvent or (iii) the Customer defaults in observance or payments of any of its covenants herein or in any other agreement between the Customer and CIBC.

To the extent allowed by applicable laws, CIBC may change the terms of this Schedule at any time by giving Customer notice by posting the revised Schedule on CMO and/or sending the Customer a notice or a revised agreement directly to any address (physical or electronic) that the Customer has provided to us. It is the Customer's obligation to check for updates. The use by Customer's Authorized Users of CIBC Mobile Business after CIBC posts the revised Schedule/or notice of change means that Customer agrees to and accepts the terms, as amended. If Customer does not agree to a change in the terms, Customer must immediately notify its Authorized Users to stop using CIBC Mobile Business and, if applicable, delete the CIBC Mobile Business App from their Mobile Devices.

**15. Quebec Only**

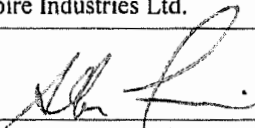
The parties hereto confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise. Each Person identified below is an authorized signatory according to the Customer's General Banking Resolution and the Customer confirms that each such person is duly authorized, on the Customer's behalf, to execute agreements relating to Business Banking Services.

Each Person identified below is an authorized signatory according to the Customer's General Banking Resolution and the Customer confirms that each such person is duly authorized, on the Customer's behalf, to execute agreements relating to Business Banking Services.

Date  
OCTOBER 10, 2013

Customer Name  
Empire Industries Ltd.

X   
Authorized Signatory

X   
Authorized Signatory

**Michael Martin**  
Chief Financial Officer

**Allan Francis**  
Corporate Secretary



CIBC GICs Deposits & Payments Services Agreement for Cash Management Services  
**Government Payment & Filing Service Schedule**

**Customer Information**

|                                      |                               |                      |
|--------------------------------------|-------------------------------|----------------------|
| Name<br>Empire Industries Ltd.       | Telephone No.<br>204-589-9308 | Fax No.              |
| Address<br>717 Jarvis Ave            | City<br>Winnipeg              | Province/State<br>MB |
|                                      | Postal Code/Zip<br>R2W3B4     | Country<br>Canada    |
| Contact Person(s):<br>Michael Martin | Telephone No.<br>204-589-9308 | Fax No.              |

|  |  |
|--|--|
| Main Branch Transit Number and/or Location<br>00007 One Lombard Pl | Language Preference<br><input checked="" type="checkbox"/> English <input type="checkbox"/> French |
| CIBC Relationship Manager Name<br>Tim Friesen                      | CIBC Relationship Manager Phone Number   |

\* The province/state code is required to best match the client's geographic location to properly calculate the payment cut-off time.

This Schedule constitutes a "Schedule" as referred to in, and supplements, forms part of and is subject to, the CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated as of \_\_\_\_\_, as amended and supplemented from time to time (the "Agreement") between Empire Industries Ltd. (the "Customer") and Canadian Imperial Bank of Commerce ("CIBC"). All provisions contained in the Agreement govern this Schedule except as expressly modified below.

Capitalized terms used herein and defined have the meaning given to such terms in the Agreement.

**Request Type**

New Service

**Service Change :**

Cancel Service\*  Add Company Administrator\*  Delete Company Administrator\*  Change Company Administrator\*

Account Change\*

|        |      |
|--------|------|
| PFS ID | Date |
|        |      |

\*PFS ID is required

**Type of Service**

Single User (No Authorization) or  Multiple User/Authorization, with  Dual Company Administrator Authorization\*

\*A minimum of 2 Company Administrators required. Any changes initiated by a Company Administrator will require approval by a second Company Administrator.

|  |   |
|--|---|
| Single User/Company Administrator Name<br>Cari Mealy | Dual Company Administrator Name<br>Michael Martin |
| Telephone No.<br>204-589-9312                        | Telephone No.<br>204-589-9308                     |
| Email Address<br>cmealy@empind.com                   | Email Address<br>mmartin@empind.com               |

\* Note: The GPFS User ID and Password will be emailed separately.

**Service Feature Available for Multiple User/Authorization only:**

**Optional Transaction Alert Messages:**  Yes  No

If you select "Yes", Transaction Alert Messages will be sent to the authorized users by email, in the following situations:

- A transaction has been initiated to be processed (no approval required)
- A post-dated transaction will be processed in 7 calendar days
- A transaction has been initiated and requires approval (transaction in pending status)
- A pending transaction requires approval and will expire in 7 calendar days

Note: Email is not secure and may be lost, intercepted or read by others.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

**Government Payment & Filing Service Schedule**

Account to be used for payments – max. 15 accounts (first input used for billing account)

| Add | Transit | Account | Account Description (maximum 10 characters) |
|-----|---------|---------|---|
| Add | 00007   | 6493815 | Empire                                      |
| Add | 00007   | 6493416 | Emp Iron                                    |
| Add | 00007   | 6492711 | Dynamic St                                  |
| Add | 00007   | 6492312 | Parr  |
| Add | 00007   | 6491812 | Petrofield                                  |
| Add | 00007   | 6491618 | Dynamic At                                  |
| Add |         |         |   |
| Add |         |         |   |
| Add |         |         |   |
| Add |         |         |   |
| Add |         |         |   |
| Add |         |         |   |
| Add |         |         |   |
| Add |         |         |   |
| Add |         |         |   |
| Add |         |         |   |

**For CIBC/BCC Use Only**

Approved by:

\_\_\_\_\_ X \_\_\_\_\_  
Name Signature Telephone No.

**Segment:**

Small Business       Mid Market       Large Corporate

This form has been signed in accordance with the signing authorities on file. Client verification checks have been conducted in accordance with CIBC's anti-money laundering procedures.

## Government Payment & Filing Service Schedule

If your enrolment application is accepted by CIBC, the following legal terms and conditions will govern your use of the CIBC Government Payment and Filing Service:

### Government Payment and Filing Service Schedule

1. **Definitions.** In this Schedule, the following terms have the following meanings:

“**Account**” means any CIBC account(s) belonging to the Customer and approved by CIBC for participation in the Service;

“**CIBC**” means Canadian Imperial Bank of Commerce;

“**Business Day**” means any day except Saturday, Sunday and national holidays;

“**Customer**” means the Person that applied for the Service and each individual authorized by the Customer and CIBC to use the Service; each such authorized individual is legally bound by the terms of this Schedule;

“**Person**” means a corporation, sole proprietorship, partnership, joint venture, association or other entity;

“**Payment**” means a payment and/or tax filing remittance made by the Customer to a Recipient;

“**Schedule**” means this Schedule between the Customer and CIBC;

“**Service**” means CIBC's Government Payment and Filing Service;

“**Service Charge**” means the amount charged per transaction being either:

A payment/filing initiated by the Customer and processed by CIBC, or

A payment/filing initiated by the Customer and processed by CIBC with Transaction Alert Messages provided by CIBC;

“**Service Password**” means the initial password provided by CIBC and any replacement password selected by the Customer for the Customer's use alone to identify and enable the Customer to access the Service;

“**Recipient**” means the government entity or agency that is the recipient of a payment for a Tax Type;

“**Tax Type**” means one of the tax types listed in Schedule A to this Schedule, as Schedule A is amended by CIBC from time to time.

2. **Service Password.** The Customer shall keep the Service Password confidential and agrees that the Service Password is for the Customer's own use, solely. The Customer shall take every reasonable precaution to ensure that the Service Password is not disclosed, accidentally or otherwise, to anyone at any time. When choosing their Service Password the Customer will not use all or any part of:

i) a password the Customer uses for any other banking services;

ii) the Customer's name;

iii) the Customer's telephone number or address or other information unique to and that may be identifiable with the Customer.

If the Customer thinks anyone else may know the Customer's Service Password, the Customer shall immediately act to have the Service Password changed.

3. **Customer Liability.** The Customer is liable for any and all losses that occur if the Customer's Service Password is used to access the Customer's Account, whether that use is authorized by the Customer or it is not.

4. **Enrolment.** The Customer will provide CIBC with the information required to be enrolled on the Service, including the Customer's full legal name and Service and billing account information (“Enrolment Information”) to the fax number on the enrolment form available on CIBC's website. CIBC will process the Enrolment Information and will advise the Customer if CIBC accepts the enrolment form and the Customer is able to use the Service. After being enrolled in the Service, the Customer will promptly advise CIBC when there is any change to the Enrolment Information by faxing the updated information to the fax number on the enrolment form.

5. **Registration for Tax Types.** Once the Customer is enrolled in the Service, the Customer may use the Service to register for one or more Tax Types, so that they can use the Service to make payments for these Tax Types. CIBC may add or delete Tax Types from Schedule A from time to time and such changes will be effective when CIBC provides the Customer with notice on <http://www.cibc.com/>.

6. **Payment Initiation Date.** When the Customer has registered to make Payments for a Tax Type, the Customer may initiate Payments for the Tax Type at any time on any day, including non-Business Days. A payment initiation date will be established for each Payment as the day on which the Customer inputs Payment transaction instructions, prior to 12:00 o'clock a.m. Eastern Time (the “Payment Initiation Date”).

7. **Value Date.** The Customer may initiate Payments for receipt by a Recipient for value on a Business Day not sooner than the next Business Day following the Payment Initiation Date and not later than the first anniversary of the transaction initiation date (the “Value Date”). If applicable, the Account will be debited for the amount of each Payment on the Value Date of such Payment. Payments cannot be recalled and are irrevocable as of 12:00 o'clock a.m. Eastern Time the Value Date of the Payment. The Customer may cancel or recall a Payment any time before 11:59 p.m. Eastern Time on the day before the Value Date of such Payment.

8. **Confirmation.** After a Payment has been initiated, the Customer will receive a confirmation number indicating that the Service has accepted the instruction to make the Payment.

9. **Unauthorized Overdraft.** The Customer will not initiate any Payment that could create an unauthorized overdraft in the Customer's Account(s). The Customer acknowledges and agrees that CIBC is under no obligation and may decline to act upon or to complete, and may reverse, any Payment which causes or in CIBC's opinion could cause any Account to be overdrawn in any unauthorized amount.

10. **Disputes.** The Customer will settle directly with the Recipient any disputes or claims that the Customer may have regarding any Payment to a Recipient. CIBC has no responsibility for any problems or disputes with Recipients, including if a Recipient does not credit the Customer for a Payment, imposes any additional charges on the Customer, or takes any other actions. CIBC will not be responsible for processing delays by Recipients.

11. **Accuracy of Information.** The Customer is responsible for the accuracy and completeness of all information provided to CIBC and to a Recipient in connection with the Service.

**Government Payment & Filing Service Schedule**

- 12. **Service Charges.** The Customer will pay CIBC's standard Service Charges for the Service, as described in the fees brochure, Business Account Service Fees. The Customer authorizes CIBC to debit such Service Charges to any account in the Customer's name from time to time. CIBC may change the Service Charges from time to time on not less than 30 days notice to the Customer. CIBC will post this notice on <http://www.cibc.com/>.
- 13. **Limitation of CIBC's Liability.** Subject to the governing law of your jurisdiction, CIBC will not be liable for any loss, damage or injury to the Customer of any type caused or contributed to in any way by using the Service, accessed via the Internet. There are no warranties, or conditions, express or implied, concerning the Service, the Internet or on-line service providers or Internet Browser software, including (among other things) any warranties or conditions of merchantability or fitness for any particular purpose. CIBC is not responsible for the acts or omissions of any Internet service provider, on-line service provider, or defects or inadequacies of any software the Customer may use. In addition, CIBC will not be liable for any delay in sending or failure to send an optional e-mail alert message.
- 14. **Termination.** CIBC will have the right to terminate this Schedule at any time without notice to the Customer, withdraw its permission to the Customer to use the Service, or cancel or alter all or any part of the Service, without being liable for any loss or inconvenience to the Customer resulting from any such action. The Customer may terminate this Schedule at any time by sending notice to CIBC to the fax number on the enrolment form available on CIBC's website. Such notice shall be effective immediately upon receipt and acknowledgement by CIBC.
- 15. **Service Bureau.** The Customer acknowledges and agrees that CIBC may use the services of any electronic data processing service bureau (a "Third Party") for the provision of the Service and consents to the release of any Customer information required for the Third Party to provide the Service.
- 16. **Records and instructions.** CIBC may keep only electronic records, if it wishes. CIBC's records will be conclusive and binding upon the Customer in any disputes, including all legal proceedings, as the best evidence of Service transactions, in the absence of clear proof that the CIBC's records are erroneous or incomplete. CIBC may rely upon the Customer's instructions delivered through the Service as if they had been signed and in writing. All Service transactions are subject to verification and acceptance by CIBC.
- 17. **Email Communication.** Enrolment information will be sent by regular email to the authorized users to (a) advise that the application has been accepted and provide the user ID for the service and (b) provide a temporary password for the service. If the Customer has indicated that it wishes to receive optional Transaction Alert Messages on the enrolment application, CIBC will send the alert messages by regular e-mail to the authorized users, in each of the following circumstances: (a) a transaction has been initiated to be processed (no approval required); (b) a post-dated transaction will be processed in 7 calendar days; (c) a transaction has been initiated and requires approval (transaction in pending status); (d) a pending transaction requires approval and will expire in 7 calendar days. The Customer acknowledges that e-mail is not secure, may be lost, intercepted, reviewed or altered by others, and acknowledges that they accept the risk involved in sending messages by e-mail.
- 18. **Governing Law.** For Customers located outside Quebec, this Schedule will be governed by the laws of Ontario and the laws of Canada applicable in Ontario. For Customers located within Quebec, this Schedule will be governed by the laws of Quebec and the laws of Canada applicable in Quebec.
- 19. **Receipt of Schedule; Company Administrators; Signatories.** The Customer acknowledges receipt of a copy of this Schedule. The Customer represents and warrants to CIBC that any Single User or Company Administrator identified on the enrolment form is duly authorized by the Customer to administer and/or use the Service to effect Payments on the Customer's behalf. By signing below, each of the signatories to this Schedule represent and warrant that they have the power to legally bind the Customer.
- 20. **Amendment of Schedule.** CIBC may make changes in this Agreement at any time and such changes will be effective upon receipt of written notice of the change by the Customer. The Customer's use of the Service after receipt of a notice of change means that the Customer agrees to be bound by the Agreement as amended in accordance with the notice. If the Customer does not agree to a change in the Agreement, the Customer agrees to immediately stop using the Service. Unless otherwise agreed in writing, notices under this section shall be given to the Customer at the address or fax number of the Customer, and to the attention of the position, last shown in CIBC's records. Notices shall be given by delivery, fax or registered mail and deemed received:
  - i) on the date of delivery, if delivered by hand;
  - ii) on the date recorded by CIBC's fax machine as the time of sending, if sent by fax; and
  - iii) on the fifth postal delivery day following the date of mailing, if sent by prepaid registered mail at a time when normal postal service is in effect.

Each Person identified below is an authorized signatory according to the Customer's General Banking Resolution and the Customer confirms that each such person is duly authorized, on the Customer's behalf, to execute agreements relating to Business Banking Services.

**Quebec Residents Only:** It is my express wish that this form, the Agreement and all related documents be drafted in English.

**Résidents du Québec seulement:** Je demande expressément que la présente formule, l'Entente et tous les documents s'y rattachant soient rédigés en anglais.

Date  
OCTOBER 10, 2013

Customer Name  
Empire Industries Ltd.

X 

X 

Authorized Signatory  
**Michael Martin**  
Chief Financial Officer

Authorized Signatory  
**Allan Francis**  
Corporate Secretary

**Government Payment & Filing Service Schedule**

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**Schedule A – List of Recipients and Tax Types**

**Federal**

- Payroll Deductions – twice monthly, weekly, monthly
- Corporate Tax Payments
- Personal Tax Installments
- GST Return (GST34)
- GST Remittance (GST58)

**Provincial – Ontario**

- Family Responsibility Office, Ministry of the Attorney General
- Employer Health Tax
- Corporation Tax
- Retail Sales Tax (Payment)
- Retail Sales Tax (Return)

**Provincial – British Columbia**

- Social Service Tax (Provincial Sales Tax)

**Provincial – Alberta**

- Alberta – Teachers' Retirement Payment
- Alberta – Teachers' Association Payment
- Alberta – School Employee Benefit Payment
- Alberta – School Employee Health Spending Account
- Alberta Revenue – Corporate Income Tax
- Alberta Revenue – Fuel Tax Collectors
- Alberta Revenue – Fuel Tax - Railway Companies
- Alberta Revenue – Health Costs Recovery
- Alberta Revenue – Tourism Levy
- Alberta Revenue – Insurance Corporations Tax
- Alberta Revenue – International Fuel Tax (IFTA)
- Alberta Revenue – Propane Tax Collectors
- Alberta Revenue – Tobacco Tax
- Alberta Finance – Unclaimed Property Program

**Provincial – Nova Scotia**

- WCB of Nova Scotia Premium

**Provincial – Quebec**

- Combined Sales Tax and GST (TVQ & TPS)
- Combined Sales Tax and GST Installment
- Corporate Installment Remittance
- GST Installment
- GST Remittance
- Payroll Source Deductions – Monthly, Twice Monthly, Weekly, Quarterly
- Personal Installment Remittance
- Sales Tax Installment (QST)
- Sales Tax Remittance (TVQ)
- Collection of Support Payments
- Quebec CSST Payment

**Provincial – Saskatchewan**

- Provincial Sales Tax
- Corporate Capital Tax Installment
- Fuel Tax
- Liquor Consumption Tax
- Retailer Tobacco Tax
- Wholesale Tobacco Tax

**Provincial – Prince Edward Island**

- 911 Cost Recovery Fee Return
- Financial Corporation Capital Tax Annual
- Financial Corporation Capital Tax Monthly
- Fuel Tax Return
- GeoLinc Plus Payment Remittance
- Property Tax Payment Remittance
- Vendor Return - Environment Tax
- Vendor Return - Revenue Tax (PST)
- Wholesale Tobacco Vendors Return

*CIBC may add or delete Tax Types from Schedule A from time to time. Such changes will be effective when CIBC provides the Customer with notice on [www.cibc.com](http://www.cibc.com)*





CIBC GICs Deposits & Payments Services Agreement for Cash Management Services  
**Automated Clearing House Services Schedule**

**Customer Information**

|                                      |                               |                      |                            |                   |
|--------------------------------------|-------------------------------|----------------------|----------------------------|-------------------|
| Name<br>Empire Industries Ltd.       | Telephone No.<br>204-589-9308 | Fax No.              |                            |                   |
| Address<br>717 Jarvis Ave            | City<br>Winnipeg              | Province/State<br>MB | Postal Code/Zip<br>R2W 3B4 | Country<br>Canada |
| Contact Person(s):<br>Michael Martin | Telephone No.<br>204-589-9308 | Fax No.              |                            |                   |

This Schedule constitutes a "Schedule" as referred to in, and supplements, forms part of and is subject to, the CIBC GICs Deposits & Payments Services Agreement for Cash Management Services dated as of \_\_\_\_\_, as amended and supplemented from time to time (the "Agreement") between Empire Industries Ltd. (the "Customer") and Canadian Imperial Bank of Commerce ("CIBC"). All provisions contained in the Agreement govern this Schedule except as expressly modified below.

Capitalized terms used herein and not defined have the meanings given to such terms in the Agreement.

**1. Automated Clearing House (ACH) - U.S. Dollar Cross Border Payment Service**

**1.1. Definitions.** In this Schedule:

"ACH Service" means the Automated Clearing House Service for U.S. dollar cross-border payments being provided by CIBC to the Customer under the terms and conditions of this Schedule as such service may be added to, renamed, or otherwise changed by CIBC from time to time. The ACH Service shall enable the Customer a) to originate Credit Entries and Debit Entries, including "On-Us Entries" as defined below (collectively "Entries"), to the accounts of Receivers; and b) to instruct CIBC to transmit Entry Data related to such Entries.

"ACH Service Material" means the technical requirements and operational materials with respect to the ACH Service provided by CIBC to the Customer from time to time.

"Rules" means the rules of the National Automated Clearing House Association ("NACHA") and the applicable automated clearing house ("Regional ACH").

"Payment Instructions" includes an electronic payment file and/or online payment instructions submitted for processing.

Unless otherwise indicated in this Schedule, undefined capitalized terms used in this Schedule which are defined in the Rules (whether capitalized or not in the Rules) or which have corresponding singular or plural forms defined in the Rules, shall have the meanings ascribed to those terms in the Rules.

**1.2. Rules and ACH Service Material.** The Customer agrees that the origination of Entries and the transmission and issuance of Entry Data shall be pursuant to the terms of this Schedule and the Rules, and agrees to follow the requirements and procedures set forth in the ACH Service Material.

**1.3. Relationship between the Customer and CIBC; Definition of U.S. Correspondent.** Notwithstanding the above definition of ACH Service or any other provision of this Schedule, (a) in lieu of enabling the Customer to originate Entries to the accounts of Receivers, CIBC may at its option originate such Entries through another financial institution (the "U.S. Correspondent"); and (b) in lieu of transmitting Entry Data related to such Entries, CIBC may at its option cause a U.S. Correspondent to transmit Entry Data related to such Entries. Except as otherwise provided in this Schedule or the ACH Service Material, the relationship between CIBC and the Customer with respect to Entries and Entry Data transmitted to a Regional ACH (whether transmitted by CIBC or a U.S. Correspondent), shall be governed by the terms of the Rules as applicable between an Originator and an Originating Depository Financial Institution ("ODFI").

CIBC may from time to time establish or revise maximum dollar limits for the aggregate value of all outstanding Credit Entries and/or Debit Entries to be instructed or settled, and CIBC shall not be obligated to process or transmit any such Credit Entries and/or Debit Entries, including related Entry Data, if such limits would be exceeded. Such limits shall be subject to revision or cancellation by CIBC at any time without prior notice, although CIBC will use reasonable efforts to notify the Customer prior to any such revision or cancellation.

**1.4. Entry Data Instructions; Definition of U.S. Banking Day.** The Customer shall send Payment Instructions to enable CIBC to process and transmit Entries (including cancellations or reversals of Entries) and Entry Data ("Entry Data Instructions"). CIBC may refuse or delay processing or transmittal of Entries or Entry Data in the event Entry Data Instructions issued in the name of or as instructed by the Customer are not received in the format agreed upon by the parties, are incomplete or otherwise do not meet the criteria for acceptance specified in the ACH Service Manual. All transmissions to CIBC must be completed on a day that is a Business Day and U.S. Banking Day by CIBC's established cut-off times in order for processing to commence on the same day. Any transmission completed and received by CIBC after such cut-off times will be processed by CIBC on the following day that is a Business Day and U.S. Banking Day, or such other date specified in the ACH Service Manual or agreed upon by CIBC and the Customer. "U.S. Banking Day" means, unless otherwise specified in the ACH Service Manual, a day on which CIBC or the U.S. Correspondent, as applicable, is open in the U.S. for the transaction of all or substantially all of its banking business.

### Automated Clearing House Services Schedule

- 1.5. **Processing and Transmittal; Definition of On-U.S. Entry.** An "On-U.S. Entry" is an entry to the account of a Receiver at CIBC, or if it is originated by CIBC as an Entry through a U.S. Correspondent, an entry to the account of a Receiver at the U.S. Correspondent. In processing and transmitting an On-U.S. Entry, CIBC or the U.S. Correspondent, as the case may be, shall, subject to the right of CIBC or the U.S. Correspondent to reject an Entry, debit or credit the account of the Receiver on its books. In processing and transmitting an Entry that is not an On-U.S. Entry or related Entry Data, CIBC or the U.S. Correspondent shall process and transmit the Entry or Entry Data to the applicable Regional ACH for processing and ultimate transmittal to the applicable Receiving Depository Financial Institution ("RDFI").

The Customer acknowledges that credit given by the RDFI to the Receiver with respect to Credit Entries subject to Uniform Commercial Code Article 4A ("UCC 4A") is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided in Section 4A-403(a) of UCC 4A, and if such settlement or payment is not received, the RDFI shall be entitled to a refund of the amount credited from the Receiver, and the Originator shall not be considered to have paid the Receiver the amount of the Entry.

- 1.6. **Settlement.** CIBC shall credit an account of the Customer on each Settlement Date in an amount equal to the aggregate amount of Debit Entries processed and transmitted by CIBC or the U.S. Correspondent in the name of or as instructed by the Customer, to be settled that day. CIBC need not make any credits relating to Debit Entries available for withdrawal until CIBC has reason to know that it has received final settlement for such Debit Entries and such withdrawal will be in accordance with CIBC's funds availability policies.

The Customer authorizes CIBC to debit an account of the Customer (even though such action may bring about or increase an overdraft) on each Settlement Date in an amount equal to the aggregate amount of Credit Entries, processed and transmitted by CIBC or the U.S. Correspondent, in the name of or as instructed by the Customer, to be settled that day.

- 1.7. **Rejections; Returns.** CIBC shall notify the Customer of any Entry Data Instructions which CIBC or the U.S. Correspondent rejects or of any Entries or Entry Data returned by the Regional ACH. The Customer shall be responsible for any correction or re-submission to CIBC of appropriate Entry Data Instructions. If a Debit Entry is returned or reversed for any reason after CIBC has credited an account of the Customer therefore or if final settlement for Debit Entry is not received by CIBC or the U.S. Correspondent for any reason, CIBC shall charge back the amount of such Debit Entry to an account of the Customer (even though such action may bring about or increase an overdraft) or claim a refund from the Customer. CIBC shall credit the Customer for the amount of any returned Credit Entry upon receipt by CIBC of settlement therefore.

- 1.8. **Name/Identifying Number Inconsistencies.** In processing and transmitting Entries and Entry Data CIBC may rely upon the identifying number (e.g. bank routing number or Receiver account number) of any bank or Receiver identified in the Entry Data Instructions provided by the Customer. The RDFI (or in the case of an On-U.S. Entry, CIBC or the U.S. Correspondent) may credit or debit, as appropriate, the account of the Receiver on the basis of an account number, even if it identifies a person different from the Receiver. The Customer assumes full responsibility for any inconsistency between name and identifying number of any bank or Receiver in Entry Data Instructions issued in the name of or as instructed by the Customer and in any Entries or Entry Data processed or transmitted by CIBC or the U.S. Correspondent there from.

- 1.9. **Warranties; Indemnity.** The Customer shall obtain all written authorizations necessary to enable CIBC or the U.S. Correspondent to perform the ACH Service by Entries and shall furnish CIBC with copies of such authorizations if requested. The Customer warrants with respect to each Entry that the Receiver shall have authorized Customer to initiate the Entry to the Receiver's account. Except as specified below, the Customer shall be deemed to make the same warranties to CIBC as CIBC or the U.S. Correspondent is deemed to make under the Rules, and CIBC shall have no responsibility with respect to matters so warranted by the Customer. In the case of On Us Entries, such warranties shall be deemed to apply as of the time such On Us Entries are first processed by CIBC or the U.S. Correspondent. The Customer shall not be deemed to warrant, however: i) the power of CIBC or the U.S. Correspondent under applicable law to comply with the requirements of the Rules; or ii) the conformity of Entries and Entry Data transmitted by CIBC or the U.S. Correspondent to the file specifications contained in the Rules.

The Customer agrees to be bound by the Rules as in effect from time to time and acknowledges the ACH system operates in the United States and that Entries may not be initiated that violate the laws of the United States. The Customer further represents and warrants that each Entry it originates (or where there is, in lieu of such Entry, a corresponding Entry originated by CIBC with a U.S. Correspondent, that corresponding Entry) shall comply with all applicable U.S. laws and regulations including, without limitation, sanctions enforced by the U.S. Office of Foreign Assets Control.

The Customer shall indemnify CIBC and hold it harmless from and against any and all claims, demands, losses, liabilities or expenses (including legal fees and costs) resulting directly or indirectly from: i) a breach by the Customer of any warranty made under this Schedule; ii) the transmittal by CIBC or the U.S. Correspondent of Entries or Entry Data in accordance with Entry Data Instructions issued in the name of or as instructed by the Customer.

- 1.10. **Amendments; Cancellations; Reversals.** Any instruction by the Customer to cancel or stop payment of an Entry shall be binding only if received by CIBC as specified in the ACH Service Material. Any request by the Customer to amend, modify or reverse an Entry and any reversing Entry must be given to CIBC as provided in the ACH Service Material. The Customer shall indemnify CIBC, the U.S. Correspondent and the RDFI from and against any and all claims, demands, losses, liabilities or expenses (including legal fees and costs) resulting directly or indirectly from compliance by CIBC, the U.S. Correspondent or the RDFI with such request or reversing Entry.

CIBC GICs Deposits & Payments Services Agreement for Cash Management Services

**Automated Clearing House Services Schedule**

- 1.11. **Agent; Service Bureau.** The Customer may, through the use of an agent or service bureau, originate Entries, instruct CIBC to transmit Entry Data or issue other Entry Data Instructions. CIBC may rely upon any such originations or instructions which it receives from an agent or service bureau on behalf of the Customer, provided, however, that the Entry Data Instructions are verified pursuant to security procedures agreed upon by the agent or service bureau and CIBC and approved by the Customer. Should CIBC accept such originations or instructions, the Customer shall be bound by such originations or instructions.
- 1.12. **Termination.** Either CIBC or the Customer may terminate this Schedule by giving the other party thirty (30) days' written notice. In addition, CIBC may terminate this Schedule without notice, if: i) the Customer breaches any term of this Schedule and the breach is not remedied within ten (10) days of CIBC requiring it to be remedied, or ii) the Customer becomes bankrupt or insolvent or iii) the Customer defaults in observance or payments of any of its covenants herein or in any other agreement between the Customer and CIBC. The indemnities on the part of the Customer in this Schedule shall survive termination of the ACH Service and termination of this Schedule.

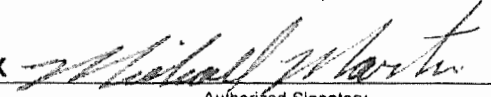
Each Person identified below is an authorized signatory according to the Customer's General Banking Resolution and the Customer confirms that each such person is duly authorized, on the Customer's behalf, to execute agreements relating to Business Banking Services.

**Quebec Residents Only:** It is my express wish that this form, the Agreement and all related documents be drafted in English.

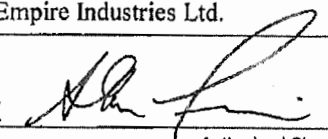
**Résidents du Québec seulement:** Je demande expressément que la présente formule, l'Entente et tous les documents s'y rattachant soient rédigés en anglais.

Date  
OCTOBER 10, 2013

Customer Name  
Empire Industries Ltd.

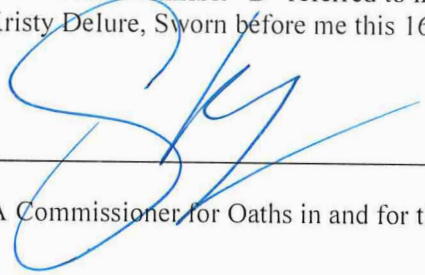
X   
Authorized Signatory

Michael Martin  
Chief Financial Officer

X   
Authorized Signatory

Allan Francis  
Corporate Secretary

This is **Exhibit "D"** referred to in the Affidavit of  
Kristy Delure, Sworn before me this 16th Day of March 2023.



---

A Commissioner for Oaths in and for the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*



**CONFIRMATION OF REQUEST FOR COVER**

**Customer:** Dynamic Technologies Group Inc.  
**Confirmation Date:** Jan 28 2022

**Account PSG No.:** 55243

This Confirmation of Request for Cover forms Part "B" of the Request for Cover and is issued with respect to the following Bank Instrument(s):

|  |                           |  |  |  |
|--|---------------------------|--|--|--|
|  | <b>Bank Instrument #1</b> |  |  |  |
| <b>Bank Instrument Reference No.:</b>            | SBGV755000                |  |  |  |
| <b>Type of Bond:</b>                             | Performance               |  |  |  |
| <b>EDC Reference No.:</b>                        | PSG-05-059529E-000        |  |  |  |
| <b>Amendment No.:</b>                            | 8                         |  |  |  |
| <b>Principal and Interest Amount (Currency):</b> | USD 1,687,106.60          |  |  |  |
| <b>FX Rate at Date of Confirmation:</b>          |                           |  |  |  |
| <b>Maximum Liability for Bank Instrument:</b>    | USD 1,687,107             |  |  |  |
| <b>Covered Instrument Validity Period:</b>       | Mar 27 2014 - Mar 24 2023 |  |  |  |
| <b>Demand Expiry Date:</b>                       | Jun 21 2023               |  |  |  |
| <b>Account PSG Fee:</b>                          | USD 32,725                |  |  |  |

**NOTE:** Bank Instrument No. SBGV755000 contains an auto-renewal without amendment clause. However, EDC's coverage under this Account PSG for such Bank Instrument does not automatically renew and is limited to the Covered Instrument Validity Period for the Bank Instrument set out in this Confirmation of Request for Cover. As such, in order to modify the Covered Instrument Validity Period, the Bank must request, and EDC must agree to, an extension of the Covered Instrument Validity Period for the Bank Instrument before the expiry date of the Covered Instrument Validity Period. If EDC does not agree to such an extension before the expiry date of the Covered Instrument Validity Period, it will have no coverage under this Account PSG for the Bank Instrument after the Covered Instrument Validity Period (unless otherwise agreed by EDC).

**Total Amount Due: USD 32,725**

EDC hereby confirms that the Bank Instrument(s) and/or Bank Instructions, for which an EDC Reference No. has been assigned, are covered under the Account PSG, subject to payment by the Bank of the required Account PSG Fee(s) within fifteen (15) days of the date of this Confirmation. If the Account PSG Fee(s) is not received within that time, EDC shall have no liability with respect to such Bank Instrument(s) or Bank Instructions. Bank Instruments or Bank Instructions for which an EDC Reference No. has not been assigned are not covered under the Account PSG.

Hazel Klosevych

Adam Yaworski

PLEASE SEE NEXT PAGE FOR PAYMENT OPTIONS.

**Contact Information:**

|  |  |   |
|--|--|---|
| <b>Bank:</b><br>Canadian Imperial Bank of Commerce<br>Devon Kirkwood<br>Manager, Commercial Banking<br><br>devon.kirkwood@cibc.com<br>Fax: | <b>Customer:</b><br>Dynamic Technologies Group Inc.<br>Allan Francis<br>Vice President-Director of Corporate Affairs<br>afrancis@dynamictechgroup.com<br>Fax: 204-582-8057 | <b>EDC:</b><br>Export Development Canada<br>Contract Insurance & Bonding<br>CIB-apsg-coverage@edc.ca<br>Fax: 613-597-8504 |
|--|--|---|

**PAYMENT INFORMATION AND OPTIONS:**

The payment must be made in the same currency in which the Account PSG Fee is expressed. Indicate the EDC Reference Number (PSG-05-xxxx-xxx) in the payment details.

The *Total Amount Due* to EDC can be paid by:

**1) CREDIT CARD****ONLINE (CAD & USD only)**

- Customer may log into their *EDC Direct* account to pay online by going to the *Contract Insurance and Bonding* tab.
- Click on *Make a Payment* and select the policy(ies) to be paid.
- Allow 1 or 2 business days for receipt of payment and processing.

Online payment tip sheet available at: <http://www.edc.ca/EN/Our-Solutions/Documents/cib-online-payment-guide.pdf>

**2) WIRE TRANSFER**

- Allow 3 to 5 business days for receipt of payment and processing.

|  |   |
|--|---|
| <b>Canadian Dollars (CAD)</b><br>Royal Bank of Canada<br>Sparks and Metcalfe<br>90 Sparks Street<br>Ottawa, Ontario K1P 5T6<br><br>Account Number: 1070382<br>Account Name: Export Development Canada<br>Transit #: 00006<br>Institution#: 003<br>Swift: ROYCCAT2                | <b>Euro Dollars (EUR)</b><br>Bank of America<br>P.O. Box 407<br>5 Canada Square<br>London, UK E14 5AQ<br><br>Account Name: Export Development Canada<br>Swift: BOFAGB22<br>IBAN: GB36 BOFA 1650 5045 4470 27            |
| <b>United States Dollars (USD)</b><br>Citibank NA<br>Domestic Bank Customer Service<br>111 Wall Street, 5 <sup>th</sup> Floor/Zone 4<br>New York, New York 10043<br><br>Account Number: 38636645<br>Account Name: Export Development Canada<br>ABA: 021000089<br>Swift: CITIUS33 | <b>British Pounds Sterling (GBP)</b><br>Bank of America<br>P.O. Box 407<br>5 Canada Square<br>London, UK E14 5AQ<br><br>Account Name: Export Development Canada<br>Swift: BOFAGB22<br>IBAN: GB58 BOFA 1650 5045 4470 19 |

**3) CHEQUE**

- Payable to: Export Development Canada (EDC)
- Send by Mail or Courier to: 150 Slater Street, Ottawa, Ontario K1A 1K3
- Allow up to 10 business days for receipt of payment and processing.

This is **Exhibit "E"** referred to in the Affidavit of  
Kristy DeIure, Sworn before me this 16th Day of March 2023.



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A Commissioner for Oaths in and for the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*  
**Stephen Kroeger**

Trade Finance Centre  
01 April 2014

**Letter of Credit Reference No.** SBGV755000

**Beneficiary:**  
Theme Parks LLC  
P.O.Box 128717  
Abu Dhabi, United Arab Emirates

**Applicant:**  
Dynamic Attractions Ltd.  
717 Jarvis Avenue  
Winnipeg, Manitoba  
R2W 3B4

**Amount:** 1 687 106,60 USD  
One Million Six Hundred and Eighty Seven  
Thousand One Hundred and Six US Dollars  
Sixty

**Date of Expiry:** 24 March 2015

We, Canadian Imperial Bank of Commerce, Trade Finance Centre, 400 Burrard Street, 6<sup>th</sup> Floor, Vancouver, B.C. V6C 3A6 ("CIBC"), at the request of the above-mentioned Applicant, hereby issue in favour of Theme Parks LLC (the "Beneficiary") this irrevocable standby letter of credit for the above-mentioned amount.

This standby letter of credit is available for payment upon receipt by CIBC at its above noted address of the Beneficiary's dated and signed written demand, addressed to CIBC and completed as follows: "We, the undersigned Theme Parks LLC, hereby demand payment of the sum of \$..... ( amount & currency in words) under Canadian Imperial Bank of Commerce Standby Letter of Credit No. SBGV755000 and certify that the amount demanded is due and owing to us by Dynamic Attractions Ltd. relative to the equipment supply and installation agreement dated January 13, 2014 between the Beneficiary and the Applicant relating to the indoor roller coaster, part of the phase 2 development at Ferrari World Abu Dhabi, Abu Dhabi, UAE."

Partial drawings are permitted hereunder.

This standby letter of credit shall be reduced automatically, by the amount of each drawing paid hereunder and/or by amendment, by the amount of reduction that may be authorized by the Beneficiary from time to time by their signed written request given to CIBC.

CIBC hereby agrees that it will honour the Beneficiary's demand for payment, presented in compliance with the terms of this standby letter of credit, without enquiring whether the Beneficiary has a right as between itself and the Applicant to make such demand, and without recognizing any claim of the said Applicant.

This standby letter of credit will expire on the above-mentioned expiry date, subject to the following condition:

(5946 1 01 5)

It is a condition of this standby letter of credit that it shall be deemed to be automatically extended without amendment for one year periods from the present or any future expiration date hereof, unless at least thirty (30) days prior to any such expiration date, CIBC notifies the Beneficiary in writing by registered mail or courier that CIBC elects not to consider this standby letter of credit renewed for such further period.

Notwithstanding the expiration date and the condition above, this standby letter of credit may be cancelled prior to the expiry date upon CIBC's receipt of the original standby letter of credit and the Beneficiary's dated and signed letter referencing this standby letter of credit number and authorizing cancellation of same. Such cancellation shall be effective on the date CIBC receives the documents noted herein.



Trade Finance Centre  
01 April 2014

This Page forms an integral part of our Letter of Credit No. SBGV755000.

The Beneficiary may from time to time advise CIBC of the Beneficiary's address by letter to CIBC at CIBC's address stated above, dated and signed by the Beneficiary and quoting this standby letter of credit number. Any notice by CIBC to the Beneficiary regarding this standby letter of credit shall be adequately given if sent by registered mail or courier to the last address so advised, or if no address has been so advised, then to the address of the Beneficiary stated above.

This standby letter of credit is subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, current at the time of issuance of this standby letter of credit and engages us in accordance with the terms thereof.

For Canadian Imperial Bank of Commerce

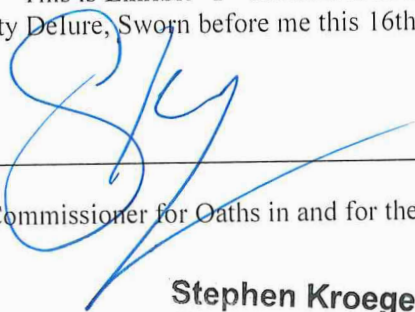
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Counter Signature

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Authorized Signature

This is **Exhibit "F"** referred to in the Affidavit of  
Kristy Delure, Sworn before me this 16th Day of March 2023.



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A Commissioner for Oaths in and for the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*



**CONFIRMATION OF REQUEST FOR COVER**

**Customer:** Dynamic Technologies Group Inc.  
**Confirmation Date:** Jun 08 2022

**Account PSG No.:** 55243

This Confirmation of Request for Cover forms Part "B" of the Request for Cover and is issued with respect to the following Bank Instrument(s):

|  |                           |   |   |   |
|--|---------------------------|---|---|---|
|  | <b>Bank Instrument #1</b> |   |   |   |
| <b>Bank Instrument Reference No.:</b>            | SBGV759999                |   |   |   |
| <b>Type of Bond:</b>                             | Advance Payment           |   |   |   |
| <b>EDC Reference No.:</b>                        | PSG-05-065947E-000        |   |   |   |
| <b>Amendment No.:</b>                            | 6                         |   |   |   |
| <b>Principal and Interest Amount (Currency):</b> | USD 45,010.00             |   |   |   |
| <b>FX Rate at Date of Confirmation:</b>          |                           |   |   |   |
| <b>Maximum Liability for Bank Instrument:</b>    | USD 45,010                |   |   |   |
| <b>Covered Instrument Validity Period:</b>       | Aug 22 2016 - Jun 10 2023 | - | - | - |
| <b>Demand Expiry Date:</b>                       | Sep 07 2023               |   |   |   |
| <b>Account PSG Fee:</b>                          | USD 874                   |   |   |   |

NOTE: Bank Instrument No. SBGV759999 contains an auto-renewal without amendment clause. However, EDC's coverage under this Account PSG for such Bank Instrument does not automatically renew and is limited to the Covered Instrument Validity Period for the Bank Instrument set out in this Confirmation of Request for Cover. As such, in order to modify the Covered Instrument Validity Period, the Bank must request, and EDC must agree to, an extension of the Covered Instrument Validity Period for the Bank Instrument before the expiry date of the Covered Instrument Validity Period. If EDC does not agree to such an extension before the expiry date of the Covered Instrument Validity Period, it will have no coverage under this Account PSG for the Bank Instrument after the Covered Instrument Validity Period (unless otherwise agreed by EDC).

**Total Amount Due: USD 874**

EDC hereby confirms that the Bank Instrument(s) and/or Bank Instructions, for which an EDC Reference No. has been assigned, are covered under the Account PSG, subject to payment by the Bank of the required Account PSG Fee(s) within fifteen (15) days of the date of this Confirmation. If the Account PSG Fee(s) is not received within that time, EDC shall have no liability with respect to such Bank Instrument(s) or Bank Instructions. Bank Instruments or Bank Instructions for which an EDC Reference No. has not been assigned are not covered under the Account PSG.

Asif Wasti

Adam Yaworski

PLEASE SEE NEXT PAGE FOR PAYMENT OPTIONS.

**Contact Information:**

|  |  |  |
|--|--|--|
| <p><b>Bank:</b><br/>Canadian Imperial Bank of Commerce<br/>Tim Friesen<br/>Manager, Commercial Banking<br/><br/>tim.friesen@cibc.com<br/>Fax: 204-943-8347</p> | <p><b>Customer:</b><br/>Dynamic Technologies Group Inc.<br/>Allan Francis<br/>Vice President-Director of Corporate Affairs<br/>afrancis@dynamictechgroup.com<br/>Fax: 204-582-8057</p> | <p><b>EDC:</b><br/>Export Development Canada<br/>Contract Insurance &amp; Bonding<br/>CIB-apsg-coverage@edc.ca<br/>Fax: 613-597-8504</p> |
|--|--|--|

**PAYMENT INFORMATION AND OPTIONS:**

The payment must be made in the same currency in which the Account PSG Fee is expressed. Indicate the EDC Reference Number (PSG-05-xxxx-xxx) in the payment details.

The *Total Amount Due* to EDC can be paid by:

**1) CREDIT CARD**

**ONLINE (CAD & USD only)**



- Customer may log into their *EDC Direct* account to pay online by going to the *Contract Insurance and Bonding* tab.
- Click on *Make a Payment* and select the policy(ies) to be paid.
- Allow 1 or 2 business days for receipt of payment and processing.

Online payment tip sheet available at: <http://www.edc.ca/EN/Our-Solutions/Documents/cib-online-payment-guide.pdf>

**2) WIRE TRANSFER**

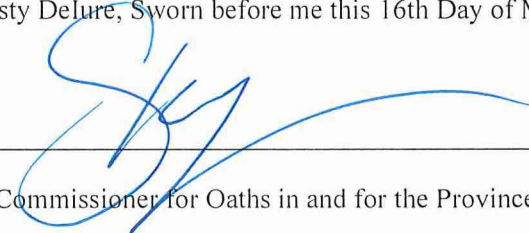
- Allow 3 to 5 business days for receipt of payment and processing.

|   |  |
|---|--|
| <p><b>Canadian Dollars (CAD)</b><br/>Royal Bank of Canada<br/>Sparks and Metcalfe<br/>90 Sparks Street<br/>Ottawa, Ontario K1P 5T6</p> <p>Account Number: 1070382<br/>Account Name: Export Development Canada<br/>Transit #: 00006<br/>Institution#: 003<br/>Swift: ROYCCAT2</p>              | <p><b>Euro Dollars (EUR)</b><br/>Bank of America<br/>P.O. Box 407<br/>5 Canada Square<br/>London, UK E14 5AQ</p> <p>Account Name: Export Development Canada<br/>Swift: BOFAGB22<br/>IBAN: GB36 BOFA 1650 5045 4470 27</p>            |
| <p><b>United States Dollars (USD)</b><br/>Citibank NA<br/>Domestic Bank Customer Service<br/>111 Wall Street, 5<sup>th</sup> Floor/Zone 4<br/>New York, New York 10043</p> <p>Account Number: 38636645<br/>Account Name: Export Development Canada<br/>ABA: 021000089<br/>Swift: CITIUS33</p> | <p><b>British Pounds Sterling (GBP)</b><br/>Bank of America<br/>P.O. Box 407<br/>5 Canada Square<br/>London, UK E14 5AQ</p> <p>Account Name: Export Development Canada<br/>Swift: BOFAGB22<br/>IBAN: GB58 BOFA 1650 5045 4470 19</p> |

**3) CHEQUE**

- Payable to: Export Development Canada (EDC)
- Send by Mail or Courier to: 150 Slater Street, Ottawa, Ontario K1A 1K3
- Allow up to 10 business days for receipt of payment and processing.

This is **Exhibit "G"** referred to in the Affidavit of  
Kristy DeLure, Sworn before me this 16th Day of March 2023.



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A Commissioner for Oaths in and for the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*



**Letter of Credit Reference No.** SBGV759999

**Beneficiary:**

Lotte World Adventure (Shenyang)Co.  
Ltd. #501,5F Hongyang Building, 20  
Beiling Street, Huanggu District  
Shenyang, China, 110000

**Applicant:**

Dynamic Attractions Ltd.  
1515 Kingsway Avenue,  
Port Coquitlam,  
British Columbia, Canada V3C 1S2

**Amount:** USD 45,010 00  
Forty Five Thousand and Ten US Dollars

**Date of Expiry:** 10 June 2017

We, Canadian Imperial Bank of Commerce, Trade Finance Centre, 400 Burrard Street, 6th Floor, Vancouver, B.C. V6C 3A6 ("CIBC"), at the request of the above-mentioned Applicant, hereby issue in favour of Lotte World Adventure (Shenyang)Co., Ltd. (the "Beneficiary") this irrevocable standby letter of credit for the above-mentioned amount

This standby letter of credit is available for payment upon receipt by CIBC at its above noted address of the Beneficiary's dated and signed written demand, addressed to CIBC and completed as follows. "We, the undersigned Lotte World Adventure (Shenyang) Co., Ltd., hereby demand payment of the sum of USD..... ( ..... US Dollars) under Canadian Imperial Bank of Commerce Standby Letter of Credit No. SBGV759999 and certify that the amount demanded is due and owing to us by Dynamic Attractions Ltd. relative to Attraction Consultancy Agreement for 'Dynamic Flying Theatre'.

Partial drawings are permitted hereunder

This standby letter of credit shall be reduced automatically, by the amount of each drawing paid hereunder and/or by amendment, by the amount of reduction that may be authorized by the Beneficiary from time to time by their signed written request given to CIBC

CIBC hereby agrees that it will honour the Beneficiary's demand for payment, presented in compliance with the terms of this standby letter of credit, without enquiring whether the Beneficiary has a right as between itself and the Applicant to make such demand, and without recognizing any claim of the said Applicant.

This standby letter of credit will expire on the above-mentioned expiry date, subject to the following condition.

It is a condition of this standby letter of credit that it shall be deemed to be automatically extended without amendment for one year periods from the present or any future expiration date hereof, unless at least thirty (30) days prior to any such expiration date, CIBC notifies the Beneficiary in writing by registered mail or courier that CIBC elects not to consider this standby letter of credit renewed for such further period.

This standby letter of credit may be cancelled prior to the expiry date upon CIBC's receipt of the original standby letter of credit and the Beneficiary's dated and signed letter referencing this standby letter of credit number and authorizing cancellation of same. Such cancellation shall be effective on the date CIBC receives the documents noted herein.

The Beneficiary may from time to time advise CIBC of the Beneficiary's address by letter to CIBC at CIBC's address stated above, dated and signed by the Beneficiary and quoting this standby letter of credit number. Any notice by CIBC to the Beneficiary regarding this standby letter of credit shall be adequately given if sent by registered mail or courier to the last address so advised, or if no address has been so advised, then to the address of the Beneficiary stated above.



Trade Finance Centre  
17 June 2016

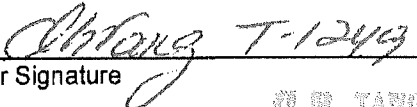

5621348  
2106C BIL-0309

Place and date of issue *Lieu et date d'émission*

This Page forms an integral part of our Letter of Credit No. SBGV759999.

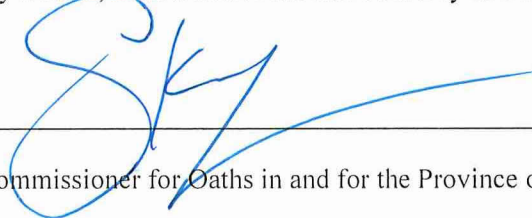
This standby letter of credit is subject to the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, current at the time of issuance of this standby letter of credit and engages us in accordance with the terms thereof.

For Canadian Imperial Bank of Commerce

  
Counter Signature 

  
Authorized Signature

This is **Exhibit "H"** referred to in the Affidavit of  
Kristy Delure, Sworn before me this 16th Day of March 2023.



---

A Commissioner for Oaths in and for the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*





**CONFIRMATION OF REQUEST FOR COVER**

**Customer:** Dynamic Technologies Group Inc.

**Confirmation Date:** Jul 13 2022

**Account PSG No.:** 55243

This Confirmation of Request for Cover forms Part "B" of the Request for Cover and is issued with respect to the following Bank Instrument(s):

|   |                           |  |  |  |
|---|---------------------------|--|--|--|
|   | <b>Bank Instrument #1</b> |  |  |  |
| <b>Bank Instrument Reference No.:</b>   | SBGV759468                |  |  |  |
| <b>Type of Bond:</b>  | Performance               |  |  |  |
| <b>EDC Reference No.:</b>   | PSG-05-064964E-000        |  |  |  |
| <b>Amendment No.:</b>   | 7                         |  |  |  |
| <b>Principal and Interest Amount (Currency):</b>  | USD 944,095.00            |  |  |  |
| <b>FX Rate at Date of Confirmation:</b>   |                           |  |  |  |
| <b>Maximum Liability for Bank Instrument:</b>   | USD 944,095               |  |  |  |
| <b>Covered Instrument Validity Period:</b>  | Jul 28 2016 - Jul 23 2023 |  |  |  |
| <b>Demand Expiry Date:</b>  | Oct 20 2023               |  |  |  |
| <b>Account PSG Fee:</b>   | USD 18,313                |  |  |  |
| NOTE: Bank Instrument No. SBGV759468 contains an auto-renewal without amendment clause. However, EDC's coverage under this Account PSG for such Bank Instrument does not automatically renew and is limited to the Covered Instrument Validity Period for the Bank Instrument set out in this Confirmation of Request for Cover. As such, in order to modify the Covered Instrument Validity Period, the Bank must request, and EDC must agree to, an extension of the Covered Instrument Validity Period for the Bank Instrument before the expiry date of the Covered Instrument Validity Period. If EDC does not agree to such an extension before the expiry date of the Covered Instrument Validity Period, it will have no coverage under this Account PSG for the Bank Instrument after the Covered Instrument Validity Period (unless otherwise agreed by EDC). |                           |  |  |  |
| NOTE: Section 2(2) of the General Terms and Conditions is amended to read as follows: "without the prior written consent of EDC, the Bank does not agree to (i) any alteration to the terms of the Bank Instrument or the Bank Instructions, or (ii) transfer the Bank Instrument or Bank Instructions to a new beneficiary;"   |                           |  |  |  |

**Total Amount Due: USD 18,313**

EDC hereby confirms that the Bank Instrument(s) and/or Bank Instructions, for which an EDC Reference No. has been assigned, are covered under the Account PSG, subject to payment by the Bank of the required Account PSG Fee(s) within fifteen (15) days of the date of this Confirmation. If the Account PSG Fee(s) is not received within that time, EDC shall have no liability with respect to such Bank Instrument(s) or Bank Instructions. Bank Instruments or Bank Instructions for which an EDC Reference No. has not been assigned are not covered under the Account PSG.

Asif Wasti

Adam Yaworski

PLEASE SEE NEXT PAGE FOR PAYMENT OPTIONS.

**Contact Information:**

|   |  |   |
|---|--|---|
| <b>Bank:</b><br>Canadian Imperial Bank of Commerce<br>Tim Friesen<br>Manager, Commercial Banking<br><br>tim.friesen@cibc.com<br>Fax: 204-943-8347 | <b>Customer:</b><br>Dynamic Technologies Group Inc.<br>Allan Francis<br>Vice President-Director of Corporate Affairs<br>afrancis@dynamictechgroup.com<br>Fax: 204-582-8057 | <b>EDC:</b><br>Export Development Canada<br>Contract Insurance & Bonding<br>CIB-apsg-coverage@edc.ca<br>Fax: 613-597-8504 |
|---|--|---|

**PAYMENT INFORMATION AND OPTIONS:**

The payment must be made in the same currency in which the Account PSG Fee is expressed. Indicate the EDC Reference Number (PSG-05-xxxxx-xxx) in the payment details.

The *Total Amount Due* to EDC can be paid by:

**1) CREDIT CARD****ONLINE (CAD & USD only)**

- Customer may log into their *EDC Direct* account to pay online by going to the *Contract Insurance and Bonding* tab.
- Click on *Make a Payment* and select the policy(ies) to be paid.
- Allow 1 or 2 business days for receipt of payment and processing.

Online payment tip sheet available at: <http://www.edc.ca/EN/Our-Solutions/Documents/cib-online-payment-guide.pdf>

**2) WIRE TRANSFER**

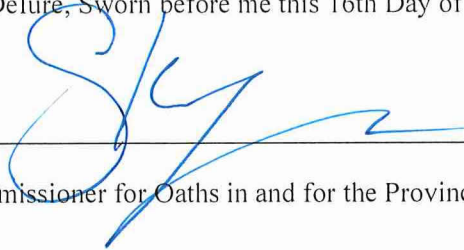
- Allow 3 to 5 business days for receipt of payment and processing.

|  |   |
|--|---|
| <b>Canadian Dollars (CAD)</b><br>Royal Bank of Canada<br>Sparks and Metcalfe<br>90 Sparks Street<br>Ottawa, Ontario K1P 5T6<br><br>Account Number: 1070382<br>Account Name: Export Development Canada<br>Transit #: 00006<br>Institution#: 003<br>Swift: ROYCCAT2                | <b>Euro Dollars (EUR)</b><br>Bank of America<br>P.O. Box 407<br>5 Canada Square<br>London, UK E14 5AQ<br><br>Account Name: Export Development Canada<br>Swift: BOFAGB22<br>IBAN: GB36 BOFA 1650 5045 4470 27            |
| <b>United States Dollars (USD)</b><br>Citibank NA<br>Domestic Bank Customer Service<br>111 Wall Street, 5 <sup>th</sup> Floor/Zone 4<br>New York, New York 10043<br><br>Account Number: 38636645<br>Account Name: Export Development Canada<br>ABA: 021000089<br>Swift: CITIUS33 | <b>British Pounds Sterling (GBP)</b><br>Bank of America<br>P.O. Box 407<br>5 Canada Square<br>London, UK E14 5AQ<br><br>Account Name: Export Development Canada<br>Swift: BOFAGB22<br>IBAN: GB58 BOFA 1650 5045 4470 19 |

**3) CHEQUE**

- Payable to: Export Development Canada (EDC)
- Send by Mail or Courier to: 150 Slater Street, Ottawa, Ontario K1A 1K3
- Allow up to 10 business days for receipt of payment and processing.

This is **Exhibit "I"** referred to in the Affidavit of  
Kristy Delure, Sworn before me this 16th Day of March 2023.



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A Commissioner for Oaths in and for the Province of Alberta

**Stephen Kroeger**  
*Barrister & Solicitor*

MT767: Guarantee / Standby Letter of Credit Amendment

To Institution MBBEMYKLXXX  
Malayan Banking Berhad (Maybank)  
100 Jalan Tun Perak 50050,  
Box 12010, Kuala Lumpur  
Malaysia  
Priority N

27:Sequence of Total

1/1

20:Transaction Reference Number

SBGV759468

21:Related Reference

NONREF

23:Further Identification

REQUEST

30:Date

160922

26E:Number of Amendment

01

31C:Date of Issue or Request to Issue

160804

77C:Amendment Details

+++++++URGENT+++++++URGENT+++++++URGENT+++++++

FURTHER TO YOUR MT799 DATED SEPT 7, 2016 AND EMAIL FROM NURDIANA BINTI ABDUL RAHMAN (MAYBANK) DATED SEPT 14, 2016, PLEASE DISREGARD OUR INSTRUCTIONS STATED IN OUR MT760 DATED AUG 4, 2016 AND APPLY THE FOLLOWING:

VERY URGENTLY UNDER OUR RESPONSIBILITY ON BEHALF OF DYNAMIC ATTRACTIONS LTD. 717 JARVIS AVENUE WINNIPEG, MANITOBA R2W 3B4 (HEREINAFTER CALLED THE 'APPLICANT') ISSUE AN IRREVOCABLE PERFORMANCE STANDBY LETTER OF CREDIT FOR USD944,095.00 (NINE HUNDRED AND FORTY FOUR THOUSAND AND NINETY FIVE US DOLLARS) TO GENTING MALAYSIA BERHAD 8A FLOOR WISMA GENTING, 28 JALAN SULTAN ISMAIL, 50250 KUALA LUMPUR, MALAYSIA AS PER THE FOLLOWING:

QUOTE:

ISSUING BANK NAME AND ADDRESS

DATE OF ISSUE

APPLICANT:

DYNAMIC ATTRACTIONS LTD.  
717 JARVIS AVENUE  
WINNIPEG, MANITOBA R2W 3B4

BENEFICIARY:

GENTING MALAYSIA BERHAD  
8A FLOOR, WISMA GENTING,  
28, JALAN SULTAN ISMAIL  
50250 KUALA LAMPUR, MALAYSIA

AMOUNT:USD944,095.00 (NINE HUNDRED AND FORTY FOUR THOUSAND AND NINETY FIVE US DOLLARS)

AT THE REQUEST AND FOR THE ACCOUNT OF DYNAMIC ATTRACTIONS LTD. 717 JARVIS AVENUE WINNIPEG, MANITOBA R2W 3B4 ('APPLICANT'), WE HEREBY ESTABLISH OUR IRREVOCABLE PERFORMANCE STANDBY LETTER OF CREDIT NO.....('LETTER OF CREDIT') IN FAVOUR OF GENTING MALAYSIA BERHAD ('BENEFICIARY'), FOR AN AMOUNT NOT TO EXCEED IN THE AGGREGATE AMOUNT NINE HUNDRED AND FORTY FOUR THOUSAND AND NINETY FIVE US DOLLARS (USD944,095.00) ('STATED AMOUNT'), AS THE SAME MAY BE REDUCED FROM TIME TO TIME AS PROVIDED BELOW.

THIS LETTER OF CREDIT SHALL BECOME EFFECTIVE ON....(DATE OF ISSUANCE) AND WILL EXPIRE AT OUR COUNTERS ON JULY 8, 2017 (THE 'EXPIRATION DATE'), SUBJECT TO THE CONDITION THAT THIS LETTER OF CREDIT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR PERIODS FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE NOTIFY THE BENEFICIARY IN WRITING BY REGISTERED MAIL OR COURIER THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR SUCH FURTHER PERIOD.

PARTIAL AND MULTIPLE DRAWINGS BY THE BENEFICIARY ARE PERMITTED UNDER THIS LETTER OF CREDIT. THE STATED AMOUNT HEREOF WILL AUTOMATICALLY BE REDUCED BY THE AMOUNT OF EACH DRAWING PAID BY US HEREUNDER AND OUR LIABILITY TO PAY THE BENEFICIARY SHALL CORRESPONDINGLY BE REDUCED PROPORTIONATELY TO ANY PAYMENT OR PARTIAL DEMANDS HAVING BEEN MADE BY US.

PAYMENT UNDER THIS LETTER OF CREDIT IS AVAILABLE TO THE BENEFICIARY AND IN ANY EVENT WITHIN FIVE BUSINESS DAYS (I.E. THE DAYS WHICH WE ARE OPENED FOR BUSINESS FOR A TRANSACTION OF A SIMILAR NATURE IN KUALA LAMPUR, MALAYSIA) OF OUR RECEIPT OF SUCH DEMAND FROM BENEFICIARY OF THE WHOLE OR ANY PART OF THE STATED AMOUNT MADE IN WRITING STATING THAT THE APPLICANT HAS NOT SATISFIED IN FULL ITS OBLIGATIONS FOR DESIGN, FABRICATE, SUPPLY, DELIVERY, INSTALLATION, SUPERVISION, TESTING, COMMISSIONING AND MAINTENANCE 'PERCY JACKSON: FLIGHT OF PEGASUS' FLYING THEATRE AGREEMENT

AND ADDRESS TO US AT.....(ADDRESS OF THE ISSUING BANK), BY HAND OR BY REGISTERED POST TO (ADDRESS OF THE ISSUING BANK) OR AT SUCH OTHER ADDRESS AS MAY BE NOTIFIED BY US IN WRITING TO THE BENEFICIARY, AND MADE AT ANY TIME WITHIN BUSINESS HOURS ON OR BEFORE THE EXPIRATION DATE.

WE HEREBY AGREE THAT WE WILL HONOUR THE BENEFICIARY'S DEMAND FOR THE PAYMENT, PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, WITHOUT ENQUIRING WHETHER THE BENEFICIARY HAS A RIGHT AS BETWEEN ITSELF AND THE APPLICANT TO MAKE SUCH DEMAND, AND WITHOUT RECOGNIZING ANY CLAIM OF THE APPLICANT AND WITHOUT ANY PROOF OR CONDITIONS AND WITHOUT ANY RIGHT OF SET-OFF OR COUNTERCLAIM, NOTWITHSTANDING ANY CONTESTATION OR OBJECTION OR PROTEST BY THE APPLICANT AND/OR ANY THIRD PARTY.

THIS LETTER OF CREDIT IS NOT ASSIGNABLE OR TRANSFERABLE

ONLY THE BENEFICIARY MAY MAKE A DRAWING UNDER THIS LETTER OF CREDIT.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF .....AT OUR ABOVE-STATED ADDRESS, QUOTING THIS LETTER OF CREDIT NUMBER.

THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF MALAYSIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS AND BY ACCEPTING THIS LETTER OF CREDIT, THE BENEFICIARY IRREVOCABLY SUBJECT TO THE NON-EXCLUSIVE JURISDICTION OF COURTS OF MALAYSIA TO SETTLE ANY DISPUTES WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS LETTER OF CREDIT AND THAT ACCORDINGLY ANY SUIT, ACTION OR PROCEEDING ARISING OUT OR IN

CONNECTION WITH THIS LETTER OF CREDIT MAY BE BROUGHT IN SUCH COURT

UNQUOTE:

IN CONSIDERATION OF YOUR ISSUING THE ABOVE IRREVOCABLE PERFORMANCE LETTER OF CREDIT, WE, CANADIAN IMPERIAL BANK OF COMMERCE, TRADE FINANCE CENTRE, 400 BURRARD STREET, 6TH FLOOR, VANCOUVER BC CA, V6C 3A6 HEREBY ISSUE OUR COUNTER-STANDBY LETTER OF CREDIT NO. SBGV759468 FAVOURING YOURSELVES VALID UP TO JULY 23, 2017 BEING JULY 8, 2017 PLUS 15 DAYS AS MAILING TIME FOR THE CLAIMS, IF ANY.

ANY CLAIMS MUST BE ADVISED TO US WITHIN THE VALIDITY DATE OF OUR COUNTER STANDBY LETTER OF CREDIT.

IN THE EVENT OF A CLAIM, WE SHALL BE PLEASED TO PROVIDE REIMBURSEMENT IN ACCORDANCE WITH YOUR INSTRUCTIONS VALUE TWO (2) BUSINESS DAYS AFTER OUR RECEIPT OF YOUR DEMAND BY AUTHENTICATED SWIFT TO ATTN: GUARANTEE DEPT., QUOTING OUR REF: SBGV759468. IN THE EVENT NO CLAIM IS RECEIVED FROM YOU BY JULY 23, 2017, OUR LIABILITIES WILL CEASE AND THE PRESENT COUNTER-STANDBY LETTER OF CREDIT WILL DEFINITELY BECOME NULL AND VOID, EVEN IF YOUR STANDBY LETTER OF CREDIT IS NOT RETURNED TO YOU FOR CANCELLATION.

NOTWITHSTANDING THE ABOVE, IT IS A CONDITION OF THIS COUNTER-STANDBY LETTER OF CREDIT THAT IT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE HEREOF, UNLESS AT LEAST 60 DAYS PRIOR TO ANY SUCH EXPIRATION DATE, WE SHALL NOTIFY YOU BY AUTHENTICATED SWIFT THAT WE ELECT NOT TO CONSIDER THIS STANDBY LETTER OF CREDIT RENEWED FOR SUCH FURTHER PERIOD.

PLEASE FORWARD TO US AT THE ABOVE NOTED ADDRESS A COPY OF YOUR STANDBY LETTER OF CREDIT FOR OUR FILES QUOTING OUR REFERENCE SBGV759468

THIS COUNTER-STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATIONS NO. 590.

THIS TELETRANSMISSION IS AN OPERATIVE INSTRUMENT.