

**SECURITIES LOAN AGREEMENT**  
(with set-off)

**THIS AGREEMENT** made in duplicate as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

**BETWEEN:**

\_\_\_\_\_ a corporation incorporated pursuant to the laws of

and

\_\_\_\_\_ a corporation incorporated pursuant to the laws of

**WHEREAS** one party hereto may lend to the other party hereto certain securities and accordingly collateral shall be pledged to the lending party. In any such loan, the lender of securities shall be the "Lender" and the borrower of such securities shall be the "Borrower".

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that, in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereafter set out, the parties hereto agree as follows:

**1. DEFINITIONS**

For the purposes hereof:

- 1.1 "Business Day" in respect of a Loan means a day on which regular trading occurs in the principal market in Canada for the Loaned Securities or, if there is no Canadian market, in the principal market elsewhere.
- 1.2 "Clearing Organization" shall mean CDS Clearing and Depository Services Inc. ("CDS"), or, if agreed to by the parties hereto, such other clearing agency at which Borrower and Lender maintain accounts.
- 1.3 "Collateral" shall mean, whether now owned or hereafter acquired and as adjusted from time to time pursuant to Section 8, (a) all money and securities delivered to Lender pursuant to Section 3 or 8, including Substituted Collateral pursuant to Subsection 3.2, (b) all non-cash Distributions received by Lender pursuant to Section 7.4, (c) all securities and the like in which any cash collateral and any proceeds referred to in clause (d) is invested or reinvested, and (d) all proceeds of each of the foregoing. For purposes of Redelivery of Collateral by Lender or purchase or sale of securities pursuant to Sections 13 and 14 hereunder, such term shall include securities of the same issuer, principal amount, maturity date, interest rate, and other terms as the Collateral.

- 1.4 "Deliver" or "Redeliver", shall mean one party either (a) delivering to the other party at the address set out in Section 18(i) certificates representing the Loaned Securities or the Collateral together with duly executed stock or bond transfer powers, as the case may be, with signatures guaranteed by a bank, trust company or a member firm of The Toronto Stock Exchange, or (ii) as cash Collateral, cash in the form of certified cheque or bank draft, and (iii) in either event the delivering party shall provide therewith a letter listing the Delivered or Redelivered Loaned Securities or Collateral and the other party shall confirm receipt on such letter and return it to the delivering party; or (b) causing the Loaned Securities or the Collateral to be credited to the other party's account and debited to the delivering party's account at an agreed upon Clearing Organization and instructing the Clearing Organization to give notice of such crediting and debiting of the Loaned Securities or the Collateral to each of the Lender and the Borrower.
- 1.5 "Distributions" shall mean all distributions made on or in respect of the Loaned Securities or the Collateral, as the case may be, including but not limited to all: (a) property, (b) stock dividends, (c) securities received as a result of splits of the Loaned Securities or the Collateral and distributions in respect thereof, (d) interest payments, (e) cash payments, and (f) all rights to purchase additional securities.
- 1.6 "Loan" shall mean a loan of Loaned Securities hereunder.
- 1.7 "Loaned Securities" shall mean all securities which are delivered as a Loan hereunder and any non-cash Distributions received by Borrower pursuant to Subsection 7.2 until Redelivery of such securities to Lender hereunder, and, if any new or different security shall be exchanged for any Loaned Securities by recapitalization, merger, consolidation or other corporate action, such new or different securities shall, effective upon such exchange, be deemed to become Loaned Securities in substitution for the former Loaned Security for which such exchange was made. For purposes of Redelivery of Loaned Securities by Borrower or purchase or sale of securities pursuant to Section 13 or 14 hereunder, such term shall include securities of the same issuer, class, principal amount or quantity, maturity date, interest rate, and other terms as the Loaned Securities, adjusted in accordance with the provisions of this Subsection.
- 1.8 "Prime Rate" shall mean the arithmetic average of the prime rates in Canadian dollars of the five largest Schedule I Canadian Banks as quoted by them in Toronto as their respective prime commercial rates for the Business Day preceding the date on which such determination is made.

## **2. LOANS OF SECURITIES**

- 2.1 Subject to the terms and conditions of this Agreement, either party hereto may orally initiate a transaction whereby Lender, may, from time to time, lend securities to Borrower. The parties shall agree on the terms of each Loan, including the issuer of the securities, the class of securities, the quantity or principal amount of securities to

be lent, the term certain or uncertain of each Loan, the basis of compensation, and the type and amount of Collateral (including, in the case of securities, the issuer of the securities, the class and principal amount or quantity of the securities) to be delivered by Borrower, which terms may be amended during the Loan, by agreement of each party.

- 2.2 Forthwith upon agreement upon the terms of each Loan, Lender shall Deliver the Loaned Securities to Borrower.
- 2.3 A Loan of Loaned Securities does not occur hereunder until the Loaned Securities and the Collateral therefore are Delivered in accordance with and subject to the terms hereof. The Delivery of Loaned Securities to Borrower by Lender shall constitute a loan, not a sale or other disposition of the Loaned Securities and beneficial ownership of the Loaned Securities shall not pass to Borrower upon Delivery of the Loaned Securities.
- 2.4 The Loaned Securities Delivered by Lender to Borrower, as adjusted pursuant to Section 8, shall be security for all of Lender's present and future obligations arising from this Agreement and Lender hereby grants Borrower a continuing security interest in and a lien upon, and pledges with and assigns to Borrower the Loaned Securities, which shall attach upon the Delivery of the Loaned Securities to Borrower and which shall cease upon Redelivery of the Loaned Securities to Lender.

In addition to the rights and remedies given to Borrower hereunder, Borrower shall have all the rights and remedies of a secured party under the Personal Property Security Act (Ontario), as amended from time to time.

### **3. COLLATERAL**

- 3.1 Concurrently with the Delivery of the Loaned Securities, Borrower shall Deliver to Lender Collateral in an amount equal to the percentage of the market value of the Loaned Securities as agreed to by the parties (the "Margin Percentage") which shall be not less than 100% of the market value of the Loaned Securities. Collateral may be composed of cash delivered in the form of certified cheque or bank draft, Government of Canada Treasury debt obligations and such other securities as are agreed to pursuant to Section 2.1.
- 3.2 Lender shall from time to time permit the substitution by Borrower of such other securities as Lender may permit for the Collateral previously Delivered to Lender pursuant to this Agreement (herein called the "Substituted Collateral"). The Substituted Collateral shall be held by Lender for the same purpose and subject to the same terms and conditions as the original Collateral Delivered to Lender by Borrower. Borrower shall pay to Lender a substitution fee as agreed by the parties, in respect of each substitution of Collateral which substitution fee shall be paid on the next following date for the payment of fees due pursuant to Section 4 hereof.

- 3.3 The Collateral Delivered by Borrower to Lender, as adjusted pursuant to Section 8 below, shall be security for all Borrower's present and future obligations arising from this Agreement, and Borrower hereby grants Lender a continuing security interest in and a lien upon, and pledges with and assigns to Lender the Collateral, which shall attach upon the Delivery of the Collateral to Lender and which shall cease upon the Redelivery of the Collateral to Borrower.

In addition to the rights and remedies given to Lender hereunder, Lender shall have all the rights and remedies of a secured party under the Personal Property Security Act (Ontario), as amended from time to time. It is understood that at its own risk, Lender may use or invest the Collateral, if such consists of cash, and that Lender may pledge, repledge, hypothecate, rehypothecate, commingle with other collateral or its own assets, the Collateral, if such consists of other than cash upon terms and conditions that do not impair the Borrower's right to redeem the Collateral.

- 3.4 Except as provided in Section 13 or 14 hereunder, Lender shall be obligated to Redeliver the Collateral to Borrower on termination of the Loan and upon Redelivery to Lender of the Loaned Securities.
- 3.5 If, on any Business Day, Borrower Delivers the Collateral for a Loan, and Lender does not Deliver the Loaned Securities for the Loan as required hereunder Borrower shall have the absolute right to the Redelivery of that Collateral and the Lender shall hold that Collateral in trust for the Borrower until such Redelivery; and if, on any Business Day, Lender Delivers Loaned Securities for a Loan and Borrower does not Deliver Collateral for the Loan as provided in Section 3.1, Lender shall have the absolute right to the Redelivery of the Loaned Securities and the Borrower shall hold the Loaned Securities in trust for the Lender until such Redelivery.

#### **4. FEES FOR LOAN**

Unless otherwise agreed, when the agreement to lend securities is made, the parties shall agree on the basis of compensation to be paid in respect of the Loan.

Unless otherwise agreed, any fee payable hereunder shall be calculated daily and payable (a) by Lender, in the case of Loaned Securities collateralized by cash, (i) before the 7th Business Day of the month following the month in which the fee was incurred, (ii) immediately, in the event of a Default hereunder by Lender, or (b) by Borrower, in the case of Loaned Securities collateralized other than by cash, (i) before the 7th Business Day of the month following the month in which the fee was incurred, or (ii) immediately, in the event of a Default hereunder by Borrower.

#### **5. TERMINATION OF THE LOAN**

Unless otherwise agreed, Borrower may terminate a Loan on any Business Day by giving notice of such termination before 11:30 a.m. (local time of the recipient) on such day to Lender, and Lender may terminate a Loan by giving notice to the Borrower establishing a

termination date no earlier than the regular settlement date for trading in the Loaned Securities in the principal market in Canada or, if there is no Canadian market, in the principal market elsewhere, unless the Borrower and Lender agree to the contrary.

Unless otherwise agreed, Borrower shall, on or before 3:30 p.m. on the termination date, Redeliver the Loaned Securities to Lender, and upon Redelivery by or on behalf of Borrower, Lender shall Redeliver the Collateral to Borrower.

## **6. RIGHTS OF BORROWER IN RESPECT OF THE LOANED SECURITIES**

Until a Loan is terminated in accordance herewith and subject to the terms of this Agreement, Borrower shall have all of the incidents of ownership of the Loaned Securities, including the right to transfer the Loaned Securities to others.

## **7. DIVIDENDS, DISTRIBUTIONS, ETC.**

7.1 Lender shall be entitled to receive all Distributions made on or in respect of the Loaned Securities the record dates for which are during the term of the Loan or during the term of possession of the Loaned Securities by Borrower and which are not otherwise received by Lender, to the full extent it would be so entitled if the Loaned Securities had not been lent to the Borrower.

7.2 Any cash Distributions made on or in respect of the Loaned Securities, which Lender is entitled to receive pursuant to Section 7.1, shall be due and payable to Lender by Borrower on the payable date as provided for by the issuer thereof so long as Lender is not in Default at the time of such receipt. Borrower shall forthwith upon such date and without demand pay to Lender such cash Distributions together with interest on such amount and on accrued interest at the Prime Rate calculated daily from the payable date until such amount and such interest is paid in full. Noncash Distributions received by Borrower on or in respect of the Loaned Securities shall be retained by the Borrower and added to the Loaned Securities on the payable date as provided for by the issuer thereof and shall be considered such for all purposes, except that if the Loan has terminated, Borrower shall forthwith deliver the same to Lender.

7.3 Borrower shall be entitled to receive all Distributions made on or in respect of non-cash Collateral, the record dates for which are during the term of the Loan or during the term of possession of such Collateral by Lender and which are not otherwise received by Borrower, to the full extent it would be so entitled if the Collateral had not been delivered to Lender.

7.4 Any cash Distributions made on or in respect of such non-cash Collateral which Borrower is entitled to receive hereunder shall be due and payable by Lender to Borrower forthwith upon the payable date as provided for by the issuer thereof so long as Borrower is not in Default at that time. Lender shall forthwith upon such date and without demand pay to Borrower such cash Distributions together with

interest on such amount and on accrued interest at the Prime Rate calculated daily from the payable date until such amount and such interest is paid in full. Non-cash Distributions received by Lender on or in respect of the Collateral shall be retained by the Lender and added to the Collateral on the payable date as provided for by the issuer thereof and shall be considered such for all purposes, except that if the Loan has then been terminated, Lender shall forthwith deliver the same to Borrower.

- 7.5 For greater certainty, it is acknowledged that all Distributions made on or in respect of cash Collateral shall be for the account of Lender and shall be retained by Lender.
- 7.6 Borrower acknowledges and agrees that all voting rights, options, conversion privileges and other rights or benefits attaching to the Loaned Securities accrue to Lender as legal and beneficial owner of the Loaned Securities as if the Loaned Securities had not been lent by Lender to Borrower; and Borrower shall exercise all such rights and privileges for and on behalf of Lender in accordance with the written instructions of Lender. Such written instructions of Lender must be actually received by Borrower at least five (5) business days prior to the final date for the taking of any action required to exercise such right or privilege, or, for other than voting rights, such lesser period of notice as the relevant regulatory authority may prescribe for the trading and settlement of securities in connection with the exercise of such right or privilege as if Lender were a member who failed to receive. All such notices shall be given in the normal manner and in sufficient time to allow Borrower to act accordingly.

## **8. MARK-TO-MARKET MARGIN**

- 8.1 Subject to Section 8.2, if at the close of trading on any Business Day prior to Redelivery of the Loaned Securities to Lender by Borrower, the aggregate market value of the Collateral in respect of all the outstanding Loans pursuant to this Agreement (the "Aggregate Collateral Value") shall be:
- (a) less than the Margin Percentage of the aggregate market value of all Loaned Securities in respect of outstanding Loans pursuant to this Agreement (the "Aggregate Loaned Securities Value"), Lender may notify Borrower of the same and Borrower shall forthwith:
- (i) Deliver to Lender a sufficient quantity of Collateral to increase the Aggregate Collateral Value to not less than the Margin Percentage of the Aggregate Loaned Securities Value;
- or, at the option of Borrower,
- (ii) Redeliver a sufficient quantity of the Loaned Securities to Lender such that the Aggregate Collateral Value thereafter shall be not less than the Margin Percentage of the Aggregate Loaned Securities Value in respect of the remaining Loaned Securities loaned by Lender to Borrower pursuant to this Agreement.

- (b) more than the Margin Percentage of the Aggregate Loaned Securities Value, Borrower may notify Lender of the same and Lender shall forthwith:
  - (i) Redeliver to Borrower a Sufficient quantity of Collateral to decrease the Aggregate Collateral Value to not more than the Margin Percentage of the Aggregate Loaned Securities Value;or, if agreed to by the parties,
  - (ii) Deliver a sufficient quantity of additional Loaned Securities to Borrower such that the Aggregate Collateral Value thereafter shall be not more than the Margin Percentage of the Aggregate Loaned Securities Value in respect of the remaining Loaned Securities loaned by Lender to Borrower pursuant to this Agreement.

- 8.2 In no event shall any such Delivery or Redelivery of Collateral or Loaned Securities be required unless the difference between (a) the Aggregate Collateral Value, and (b) the Aggregate Loaned Securities Value multiplied by the Margin Percentage, is in excess of \$25,000.
- 8.3 Such Delivery or Redelivery of Collateral or Loaned Securities shall be made on the day of Lender's or Borrower's notice if such notice is given before 11:30 a.m., otherwise by 11:30 a.m. of the next Business Day.
- 8.4 Each party may calculate the Aggregate Collateral Value and the Aggregate Loaned Securities Value pursuant to Section 8.1 above (a) by separately valuing the Loaned Securities and the Collateral on an issuer-by-issuer basis, or (b) by valuing in the aggregate all Loaned Securities and the Collateral.

## **9. LIABILITY**

- 9.1 Lender shall handle the Collateral in a reasonable, prudent and business-like manner and shall take all steps necessary to protect and preserve the Collateral from any loss or theft, save and except any loss resulting from a decline in the market value of the Collateral.
- 9.2 Borrower shall handle the Loaned Securities in a reasonable, prudent and business-like manner and shall take all steps necessary to protect and preserve the Loaned Securities from any loss or theft, save and except any loss resulting from a decline in the market value of the Loaned Securities.

## **10. REPRESENTATIONS OF THE PARTIES**

The parties hereby make the following representations and warranties, which shall continue during the term of any Loan hereunder and shall be deemed to have been relied upon by the other party hereto:

- 10.1 Each party hereto represents and warrants that (a) it has the power to execute and deliver this Agreement, to enter into the Loans contemplated hereby and to perform its obligations hereunder; (b) it has taken all necessary action to authorize such execution, delivery and performance; and (c) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms of this Agreement.
- 10.2 Each party hereto represents and warrants that the execution, delivery and performance by it of this Agreement and each Loan hereunder will at all times comply with all applicable laws and regulations including those of applicable securities regulatory and self-regulatory organizations.
- 10.3 Each party hereto represents and warrants that it has made its own determinations as to the tax treatment of any dividends, remuneration or other funds received hereunder and neither shall rely on the other in respect thereof and each shall retain its own professional tax advisor for the purpose of apprising it on specific tax matters relating to each Loan.
- 10.4 Borrower represents and warrants that it has or will have at the time of delivery of any Collateral, the right to grant a first security interest therein pursuant to the terms and conditions hereof, and it (or the party to whom it relends the Loaned Securities) is borrowing or will borrow the Loaned Securities for the purpose of making Delivery of such securities in the case of short sales, failure to receive securities required to be Delivered, or for the general purposes of its business.
- 10.5 Lender represents and warrants that it has, or will have at the time of Delivery of any Loaned Securities, the right to Deliver the Loaned Securities pursuant to the terms and conditions hereof.
- 10.6 Each party hereto agrees that this Agreement and the Loans made hereunder shall be "secured contracts" for the purpose of any insolvency, security or remedial legislation or regulation and shall in no circumstance be considered a loan of monies.

## **11. COVENANTS**

Lender and Borrower agree to accept liability as principals with respect to their obligations hereunder.

## **12. EVENTS OF DEFAULT**

All Loans between Borrower and Lender may (at the option of the non-defaulting party, exercised by notice to the defaulting party) be terminated immediately upon the occurrence of any one or more of the following events (individually, a "Default"):

- (a) if any Loaned Securities shall not be Redelivered to Lender on the specified termination date of the Loan;



- (b) if any Collateral shall not be Redelivered to Borrower on the specified termination date of the Loan;
- (c) if either party shall fail to Deliver or Redeliver any Collateral or Loaned Securities as the case may be, as required by this Agreement;
- (d) if either party shall fail to make the payment of Distributions as required by Section 7 hereof and such default is not cured within one Business Day of receipt of written notice of such failure to the party in Default;
- (e) if, as at the date of any Loan hereunder, any representation of Borrower or Lender contained in Section 10 is incorrect in any material respect;
- (f) if either party shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file a petition seeking reorganization, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall seek, consent to or acquiesce in the appointment of any trustee, receiver or liquidator of it or any material part of its properties; or if any petition, not dismissed within 30 calendar days, is filed against a party hereto (other than by the contra party to this Agreement) in any court or before any agency alleging the bankruptcy or insolvency of such party or seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or the appointment of a receiver or trustee of all or any material part of such party's property;
- (g) if either party shall have been suspended or expelled from membership or participation in any securities exchange or other self-regulatory organization or if it is suspended from dealing in securities by any governmental agency;
- (h) if either party shall have its license, charter, or other authorization necessary to conduct a material portion of its business withdrawn, suspended or revoked by any applicable federal or provincial government or agency thereof; or
- (i) if either party shall fail to perform any of its obligations hereunder.

### **13. LENDER'S REMEDIES**

- 13.1 In the event of any Default by Borrower under Section 12 hereof, and upon notice of termination by Lender, Borrower shall forthwith Redeliver the Loaned Securities to Lender. If Borrower fails to do so:
- (a) Lender shall have the right, in addition and without prejudice to any other rights provided herein or under applicable law, upon one Business Day's notice to Borrower, to purchase a like amount of the Loaned Securities in the respective principal markets for such securities and, thereupon, Borrower shall be liable to Lender for the purchase price of such securities and all broker's fees, commissions and all other reasonable costs, fees and expenses related to such purchase (collectively the "Lender's Liquidated Damages").

Upon such purchase, Borrower's obligation to return such Loaned Securities shall be replaced by its obligation to pay the Lender's Liquidated Damages. Lender shall give Borrower oral notice of the details of any such purchase that Business Day and shall deliver to Borrower written confirmation of same the next Business Day.

- (b) Lender shall be entitled to sell all or any portion of the non-cash Collateral in the respective principal markets for such non-cash Collateral and to apply the net proceeds of such sales (after deducting from the gross proceeds all broker's fees, commissions and all other reasonable costs, fees and expenses related to such sales) together with any cash Collateral (collectively the "Lender's Proceeds") to satisfy the Lender's Liquidated Damages and all other amounts due to Lender hereunder (collectively the "Borrowers's Total Obligations").
- (c) If the Lender's Proceeds amount to less than the Borrower's Total Obligations, Borrower shall be liable to Lender for such difference together with interest on such amount and on accrued interest at the Prime Rate, calculated daily, until such amount and such interest is paid in full.
- (d) If the Lender's Proceeds exceed the Borrower's Total Obligations, such excess shall be returned by Lender to Borrower together with any Collateral remaining.

13.2 The Borrower shall indemnify and save harmless the Lender from all costs, charges or expenses, including reasonable legal, accounting and other fees which the Lender may incur as a result of a Default by the Borrower.

#### **14. BORROWER'S REMEDIES**

14.1 In the event of any Default by Lender under Section 12 hereof, and upon notice of termination by Borrower, Lender shall forthwith re-deliver the Collateral to Borrower. If Lender fails to do so:

- (a) Borrower shall have the right, in addition and without prejudice to any other rights provided herein or under applicable law, upon one Business Day's notice to Lender, to purchase a like amount of the non-cash Collateral in the respective principal markets for such non-cash Collateral and, thereupon, Lender shall be liable to Borrower for the purchase price of such non-cash Collateral and all broker's fees, commissions and other reasonable costs, fees and expenses related to such purchase, and for the amount of the cash Collateral (collectively the "Borrower's Liquidated Damages"). Upon such purchase, Lender's obligation to return the Collateral shall be replaced by its obligation to pay the Borrower's Liquidated Damages. Borrower shall give Lender oral notice of the details of any such purchase that Business Day and shall deliver to Lender written confirmation of same the next Business Day.
- (b) Borrower shall be entitled to sell all or any portion of the Loaned Securities

in the respective principal markets for such Loaned Securities and to apply the net proceeds of such sales (after deducting from the gross proceeds all broker's fees, commissions and all other reasonable costs, fees and expenses related to such sales) (collectively the "Borrower's Proceeds") to satisfy the Borrower's Liquidated Damages and all other amounts due to Borrower hereunder (collectively the "Lender's Total Obligations").

- (c) If the Borrower's Proceeds amount to less than the Lender's Total Obligations, Lender shall be liable to Borrower for such difference together with interest on such amount and on accrued interest at the Prime Rate, calculated daily, until such amount and such interest is paid in full.
- (d) If the Borrower's Proceeds exceed the Lender's Total Obligations, such excess shall be returned by Borrower to Lender together with any Loaned Securities remaining.

14.2 The Lender shall indemnify and save harmless the Borrower from all costs, charges or expense, including reasonable legal, accounting and other fees, which the Borrower may incur as a result of a Default by the Lender.

## **15. SET-OFF**

Each party is hereby authorized at any time and from time to time, to the fullest extent permitted by law, to set off and apply the amount owed by the other hereunder to it hereunder against any and all of its obligations to the other party, including, without limitation, the obligations arising under Sections 13 and 14 above, as the case may be, irrespective of whether or not demand shall have been made. The rights of the parties under this Section are in addition to other rights and remedies (including, without limitation, other rights of set-off) which the parties may have. Each party acknowledges that it would be inequitable and unconscionable not to allow the non-defaulting party a right of set-off. Each party acknowledges the mutuality of their debts and their respective rights to retain and realize upon Collateral or Loaned Securities as provided for in Sections 13 and 14 and that the Liquidated Damages provided for in those Sections are genuine pre-estimates of damages.

## **16. MARKET VALUE**

16.1 Unless otherwise agreed, if the principal market for the securities to be valued is a securities exchange, their market value shall be determined for all purposes by the sale price of the last board lot traded on any such exchange on the preceding Business Day or, if there was no sale of a board lot on that day, by the last sale price on the next preceding Business Day on which there was a sale of a board lot on any such exchange, all as quoted by any such exchange.

16.2 Unless otherwise agreed, if the principal market for the securities to be valued is the over-the-counter market, their market value shall be determined as follows: if the securities are quoted on an automated quotation system, their market value shall be

the sale price of the last board lot on such system on the preceding Business Day; if they are not so quoted, their market value shall be determined from the last sale price of a board lot according to quotation sheets of market makers and, if necessary, dealers' telephone quotations on the preceding Business Day. In each case, if there were no board lot sales on such day, then the relevant sale price of a board lot on the next preceding Business Day in which there was such a sale shall be the market value.

- 16.3 Unless otherwise agreed, if the securities to be valued are securities issued or guaranteed by the Government of Canada or any Province of Canada or of any of their instrumentalities or agencies, their market value shall be the average of the bid and ask prices as quoted by a dealer (other than Borrower or Lender) with jobber status with the Bank of Canada for the Business Day preceding the date on which such determination is made plus accrued interest to such date. If the securities are not so quoted on such day, their market value shall be determined as of the next preceding Business Day on which they were so quoted.

## 17. NOTICES

- 17.1 Any notice required or permitted to be given under this Agreement shall, unless provided herein to the contrary, be in writing and may be given by personal delivery, by telegram or by registered mail in Canada, with postage or charges prepaid to the following address:

(a) to:

**Attention:**

(b) to:

**Attention:**

- 17.2 Any notice delivered or sent by telegram as aforesaid on a Business Day shall be deemed conclusively to have been given on the day the notice was actually delivered, or the telegram was filed with the telegram office.
- 17.3 Any notice mailed as aforesaid shall be deemed conclusively to have been given on the third Business Day following the day the notice was mailed, provided that in the event of a disruption of postal services, any notice required or permitted to be given under this Agreement shall be either personally delivered, or sent by telegram.

**18. ADDRESS FOR DELIVERY OR REDELIVERY**

Deliveries or Redeliveries of Loaned Securities or Collateral shall be made:

(a) to:

**Attention:**

(b) to:

**Attention:**

**19. APPLICABLE LAW**

This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario.

**20. WAIVER**

The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. All waivers in respect of a Default must be in writing.

**21. REMEDIES**

All remedies hereunder shall survive the termination of the relevant Loan, return of Loaned Securities or Collateral and termination of this Agreement.

**22. RECORDINGS**

Either party may record any or all telephone conversations between the parties pursuant to or concerning this Agreement.

**23. MISCELLANEOUS**

This Agreement supersedes any other agreement between the parties concerning loans of securities between the parties hereto. This Agreement shall not be assigned by either party without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. This Agreement may be cancelled by either party upon giving written notice to the other, subject only to fulfilment of any obligations then outstanding. This Agreement shall not be modified, except by an instrument in writing signed by the party against whom enforcement is sought. Time is of the essence for this Agreement.

(Dealer) \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

(Dealer) \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature