

AMENDING AGREEMENT No. 3

This Amending Agreement No. 3 (this “**Amending Agreement**”) is made as of the 23 day of September, 2024.

BETWEEN:

1832 ASSET MANAGEMENT L.P.

a limited partnership formed under the laws of the Province of Ontario,
by its general partner **1832 ASSET MANAGEMENT G.P. Inc.**
(hereinafter referred to as the “**Manager**”)

and

HILLSDALE INVESTMENT MANAGEMENT INC.

a corporation existing under the laws of the province of Ontario
(hereinafter referred to as “**Hillsdale**”)

WHEREAS the Manager has been assigned the investment management agreement dated July 17, 2012, as amended on June 20, 2019 and on December 1, 2019, between Hillsdale and MD Financial Management Inc. (the “**Agreement**”).

AND WHEREAS the Agreement allows for the Parties to amend the Agreement from time to time;

AND WHEREAS the Manager wishes to appoint the Hillsdale as investment advisor to the certain funds (the “**Funds**”) under the Agreement and to add the investment parameters of those Funds to Schedule 2.3 of the Agreement;

NOW THEREFORE this Amending Agreement witnesses that in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the Parties) the Parties do hereby respectively covenant and agree as follows:

1. **Entire Agreement.** The Parties agree that on the execution of this Amending Agreement, the Agreements, as amended and supplemented by this Amending Agreement shall hereafter be read and construed together as a single document and shall constitute the entire agreement between the Parties relating to the subject matter thereof. Other than as amended and supplemented hereby, the Agreements remain in full force and effect, unamended. Where this Amending Agreement is inconsistent with the terms of the Agreements, this Amending Agreement shall prevail.
2. **Capitalized Terms.** Unless otherwise defined herein, all capitalized terms in this Amending Agreement shall have the respective meanings ascribed thereto in the Agreement except where the context otherwise requires.

3. **Amendments.**

- a) Schedule A of the Agreement is hereby amended replacing Schedule F with the Schedule F attached hereto.
- b) Schedule 2.3 of the Agreement is hereby amended by adding the attached investment parameters for the Funds to end of Schedule 2.3 to the Agreement.

4. **Counterparts.** This Amending Agreement may be executed by the Parties in separate counterparts, transmitted by PDF, e-mail or facsimile, each of which, when so executed and delivered, shall be deemed to constitute an original but all of which together shall constitute one and the same agreement.

5. **Governing Law.** The provisions of this Amending Agreement shall be construed and interpreted in accordance with and governed by the laws of the Province of Ontario, which shall be the proper law of this Amending Agreement, and the courts of such Province shall have authority and jurisdiction regarding the enforcement hereof.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF this Amending Agreement has been executed by the Parties as of the date first written above.

1832 ASSET MANAGEMENT G.P. INC., as
general partner for and on behalf of **1832 ASSET
MANAGEMENT L.P.**

**HILLSDALE INVESTMENT MANAGEMENT
INC.**

By: "*Jim Morris*"
Name: Jim Morris
Title: Chief Operating Officer

By: "*Christopher Guthrie*"
Name: Christopher Guthrie
Title: President and CEO

By: "*Gregory Joseph*"
Name: Gregory Joseph
Title: Chief Financial Officer

SCHEDULE A

FUNDS

MDPIM Dividend Pool

MDPIM Canadian Equity Pool

MD Precision Canadian Moderate Growth Fund

MD Precision Canadian Balanced Growth Fund

MD Canadian Equity Fund

MD Dividend Growth Fund

MD Equity Fund

Schedule 2.3

Investment Guidelines

[Note: information concerning the investment guidelines has been omitted pursuant to Section 2.3(6)(a) of National Instrument 81-101]