

**Form 62-103F1**  
**REQUIRED DISCLOSURE UNDER THE EARLY WARNING REQUIREMENTS**

**State if the report is filed to amend information disclosed in an earlier report. Indicate the date of the report that is being amended.**

This report amends a report dated January 4, 2024 filed by Thomas S. Caldwell and discloses the transfer of shares from Dorothy Caldwell (a joint actor of Mr. Caldwell as described in Item 2.2) to a securities account owned jointly by Thomas S. Caldwell and Dorothy A. Caldwell.

**Item 1 - Security and Reporting Issuer**

**1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.**

This report relates to common shares (“**Common Shares**”) of Urbana Corporation (the “**Issuer**”) and non-voting class A shares (“**Class A Shares**”) of the Issuer.

The Issuer’s head office address is:

150 King Street West, Suite 1702  
Toronto, Ontario  
M5H 1J9

**1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.**

The transaction described in Item 2.2 was effected by a private transaction and not on a stock exchange or other market.

**Item 2 - Identity of the Acquiror**

**2.1 State the name and address of the acquiror.**

Thomas S. Caldwell  
c/o Urbana Corporation  
150 King Street West, Suite 1702  
Toronto, Ontario  
M5H 1J9

**2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.**

On April 16, 2024, Dorothy Caldwell transferred to a securities account owned jointly by Thomas S. Caldwell and Dorothy Caldwell 491,200 Common Shares of the Issuer and 237,800 Class A Shares of the Issuer for no consideration. As a result of this transfer, as at the date of this report, Thomas Caldwell owns, directly or indirectly, 4,681,114 Common Shares representing 46.81% of the outstanding Common Shares of the Issuer, controls

110,247 Common Shares representing 1.10% of the outstanding Common Shares of the Issuer, and owns 239,000 Class A Shares representing approximately 0.764% of the outstanding Class A Shares of the Issuer.

**2.3 State the names of any joint actors.**

Dorothy A. Caldwell, Thomas Caldwell's spouse.

**Item 3 - Interest in Securities of the Reporting Issuer**

**3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file the report and the change in the acquiror's securityholding percentage in the class of securities.**

See Item 2.2. The change described in item 2.2 is that some Urbana shares controlled by Thomas Caldwell have become jointly owned by him with Dorothy Caldwell but the aggregate holdings subject to ownership or control have not changed.

**3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file the report.**

See Item 2.2.

**3.3 If the transaction involved a securities lending arrangement, state that fact.**

Not applicable

**3.4 State the designation and number or principal amount of securities and the acquiror's security holding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.**

Immediately prior to the transfer described in Item 2.2, Thomas Caldwell owned, directly or indirectly, 4,189,914 Common Shares representing 41.90% of the outstanding Common Shares of the Issuer, controlled 601,447 Common Shares representing 6.01% of the outstanding Common Shares of the Issuer, owned 1,200 Class A Shares representing 0.004% of the outstanding Class A Shares of the Issuer, and controlled 237,800 Class A Shares representing 0.76% of the outstanding Class A Shares of the Issuer.

Immediately after the transfer described in Item 2.2, Thomas Caldwell owns, directly or indirectly 4,681,114 Common Shares representing 46.81% of the outstanding Common Shares of the Issuer, controls 110,247 Common Shares representing 1.10% of the outstanding Common Shares of the Issuer, and owns 239,000 Class A Shares representing 0.764% of the outstanding Class A Shares of the Issuer.

**3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which**

- (a) **the acquiror, either alone or together with any joint actors, has ownership and control,**

Thomas Caldwell has ownership and control of 4,681,114 Common Shares representing 46.81% of the outstanding Common Shares of the Issuer and 239,000 Class A Shares representing 0.764% of the outstanding Class A Shares of the Issuer.

- (b) **the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and**

Not applicable.

- (c) **the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

Thomas Caldwell has control, but not ownership, of 110,247 Common Shares of the Issuer representing 1.10% of the outstanding Common Shares of the Issuer.

- 3.6 **If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.**

Not applicable.

- 3.7 **If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.**

Not applicable.

**State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.**

Not applicable.

**If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.**

Not applicable.

#### **Item 4 - Consideration Paid**

- 4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.**

No consideration was paid or received in connection with the transfer.

- 4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.**

See Item 4.1.

- 4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.**

Not applicable.

#### **Item 5 - Purpose of the Transaction**

**State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:**

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;**
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;**
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;**
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;**
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;**
- (f) a material change in the reporting issuer's business or corporate structure;**
- (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;**

- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;
- (j) a solicitation of proxies from securityholders;
- (k) an action similar to any of those enumerated above.

The transfer of the securities was carried out for estate planning purposes. Neither Mr. Caldwell nor any joint actor named in this report has any current plans that relate to or would result in any of the actions referred to in paragraphs (a) through (k) in Item 5.

#### **Item 6 - Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer**

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

Not applicable.

#### **Item 7 - Change in material fact**

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not Applicable

#### **Item 8 - Exemption**

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and described the facts supporting that reliance.

The transaction represents a private transfer for no consideration of the securities from Mrs. Caldwell's solely owned brokerage account to a joint account in the name of Mr. and Mrs. Caldwell.

#### **Item 9 - Certification**

**The acquiror must certify that the information is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.**

**This report must be signed by each person on whose behalf the report is filed or his authorized representative.**

**It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.**

*[Remainder of Page Intentionally Blank]*

**Certificate**

I, Thomas S. Caldwell, the filer, certify, to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

April 16, 2024

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Date

*"Thomas S. Caldwell"*

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Thomas S. Caldwell