

THIRD AMENDING AGREEMENT

THIS AGREEMENT is dated as of September 17, 2020

BETWEEN:

THE WESTERN INVESTMENT COMPANY OF CANADA LIMITED
(hereinafter referred to as the "**Borrower**")

AND

ATB FINANCIAL
(hereinafter referred to as the "**Lender**")

WHEREAS the parties hereto have agreed to amend and supplement certain provisions of the Commitment Letter as hereinafter set forth;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by each of the parties hereto, the parties hereto covenant and agree as follows:

2. Interpretation

1.1 In this Agreement and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

"**Agreement**" means this amending agreement, as amended, modified, supplemented or restated from time to time.

"**Amended Commitment Letter**" means the Commitment Letter, as amended by this Agreement.

"**Commitment Letter**" means the commitment letter dated as of February 20, 2018, as amended by the first amending agreement dated as of April 4, 2019 and the second amending agreement dated as of February 18, 2020, between the Borrower and the Lender.

"**Third Amendment Effective Date**" means the date first above written.

1.2 Capitalized terms used herein without express definition shall have the same meanings herein as are ascribed thereto in the Commitment Letter.

1.3 The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, references herein to "Sections" are to Sections of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Section or other portion hereof and include any agreements supplemental hereto.

3. Amendments

2.1 Effective as of the Third Amendment Effective Date, the Commitment Letter shall be amended as follows:

(i) The Commitment Letter is hereby amended by deleting all references to “applicable law” and “applicable laws” and replacing them with “Applicable Law” and “Applicable Laws”, respectively;

(ii) Section 1 of the Commitment Letter is hereby amended by:

a) deleting the heading “**AMOUNT AND TYPE OF FACILITY (“Facility” or “Facility #1”)**” and replacing it with “**AMOUNT AND TYPE OF FACILITIES (the “Facilities” and, each individually, a “Facility”)**”;

b) adding the following new section immediately before the section titled “**Other Facilities – Corporate MasterCard**”:

“Facility #2 – Non-Revolving Reducing Facility – Cdn. \$400,000 (Facility #2 Amount)

- Facility #2 is available by way of Prime-based loans in Canadian dollars.

- Facility #2 is to be used for general corporate purposes up to the Facility #2 Amount.

- Facility #2 is available by way of multiple draws in minimum amounts of \$100,000 per draw on or before December 31, 2021 (the “**Facility #2 Expiry Date**”), subject to the notice periods provided in this Agreement. Any amount not drawn down on or before that date will be cancelled and no longer available to Borrower.

- Facility #2 is non-revolving. Amounts repaid may not be reborrowed.”;

(iii) Section 3 of the Commitment Letter is hereby amended by adding the following immediately after the section titled “**Facility #1**”:

“Facility #2:

- Pricing applicable to Facility #2 is as follows:

- Prime-based loans: Interest is payable in Canadian dollars at Prime plus 2.50% per annum.

- Facility #2 may be prepaid in whole or in part at any time (subject to the notice periods provided in this Agreement) without penalty.”;

(iv) Section 4 of the Commitment Letter is hereby amended by adding the following immediately after the section titled “**Facility #1**”:

“Facility #2:

- Facility #2 is payable in full on demand by Lender, and Lender may terminate the availability thereof (including any undrawn portion) at any time without notice.
 - Notwithstanding the foregoing, until demand, Borrower shall make payments of interest on the balance of all amounts outstanding under Facility #2 on the last day of each month until December 31, 2021, inclusive. Commencing on January 1, 2022, Borrower shall make blended payments of principal and interest on the last day of each fiscal quarter in an amount required to ensure that an amortization period of 12 months immediately following the Facility #2 Expiry Date is maintained. Payment amounts are, if necessary, subject to adjustment by Lender on notice to Borrower. Payments are to be applied at Lender’s option firstly to accrued interest and secondly to principal, with the balance of all amounts owing under Facility #2 being due and payable on demand.”;
- (v) Section 6 of the Commitment Letter is hereby amended by:
- a) deleting the word “and” after the semicolon at the end of paragraph (c); and
 - b) adding the following new subparagraph (e) after subparagraph (d):
 - “(e) as of the Third Amendment Effective Date, an Assignment of Insurance from the Borrower.”
- (vi) Section 7 of the Commitment Letter is hereby amended by:
- a) deleting the word “and” from the end of paragraph (k);
 - b) deleting the period from the end of paragraph (l) and replacing it with a semicolon; and
 - c) adding the following new paragraphs following paragraph (l):
 - “(m) each Loan Party has, in all material respects, filed all tax returns which are required to be filed, paid or made provision for payment (in accordance with GAAP) of all taxes due and payable, and provided adequate reserves (in accordance with GAAP) for the payment of any tax which is being contested;
 - (n) all factual information furnished by or on behalf of any Loan Party in writing for purposes of or in connection with this Agreement or any transaction contemplated by this Agreement is true and accurate in every material respect as of the date delivered or specified in connection with that information, and that information is not incomplete by the omission of any material fact necessary to make it not misleading;

- (o) there are no actions, suits, proceedings, inquiries or investigations existing or, to the knowledge of any Loan Party, pending or threatened, affecting any Loan Party in any court or before or by any federal, provincial, state or municipal or other governmental department, commission, board, tribunal, bureau or agency, Canadian or foreign, which would reasonably be expected to have a material impact on its business;
 - (p) each Loan Party, each Subsidiary of any Loan Party, and each director, officer, employee and agent thereof is in compliance, in all material respects, with all applicable Sanctions, Anti-Corruption Laws and AML Laws; and
 - (q) no Loan Party nor any Subsidiary of any Loan Party nor any director, officer, employee or agent thereof is (i) subject of any Sanction, or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of any Sanction.”;
- (vii) Section 8 of the Commitment Letter is hereby amended by:
- a) deleting paragraph (h) in its entirety and replacing it with the following:
 - “(h) if required, each Loan Party will maintain types and amounts of insurance satisfactory to Lender with Lender shown as first loss payee on any property insurance covering any assets on which Lender has security and additional insured, as its interest may appear, on all liability insurance, and promptly advise Lender in writing of any significant loss or damage to its property, and each Loan Party will provide evidence of insurance to Lender:
 - i) in situations where Lender has taken a fixed charge on an asset or property whether on real property or personal property; and
 - ii) in all other situations, on request.
 - b) deleting the word “and” from the end of paragraph (o);
 - c) deleting the period from the end of paragraph (p) and replacing it with a semicolon; and
 - d) adding the following new paragraphs following paragraph (p):
 - “(q) each Loan Party will fully pay its respective monetary obligations when due and perform its respective obligations under all leases and agreements relating to each leased location of any material asset charged by the Security Documents; and

- (r) each Loan Party will maintain in effect policies and procedures designed to promote compliance by such Loan Party, its Subsidiaries and their respective directors, officers, employees and agents with all applicable Sanctions, AML Laws and Anti-Corruption Laws.”;
- (viii) Section 9 of the Commitment Letter is hereby amended by:
- a) deleting paragraph (n) in its entirety and replacing it with the following:
 - “(n) Borrower will not utilize Borrowings to finance an unsolicited acquisition of more than 10% of the aggregate outstanding securities of any entity that is publicly traded, or the facilitation, assistance or participation in an acquisition of such securities, where the board of directors or like body of such entity, or the holders of all of the securities of such entity, have not approved, accepted or recommended to its securityholders acceptance of such acquisition;”;
 - b) deleting the word “and” from the end of paragraph (o);
 - c) deleting the period from the end of subparagraph (p)(iv) and replacing it with a semicolon; and
 - d) adding the following new paragraphs after paragraph (p):
 - “(q) a Loan Party will not enter into any transactions with its Subsidiaries or affiliates for goods or services unless entered into on commercially reasonable terms;
 - (r) a Loan Party will not, directly or indirectly:
 - i) acquire or form any Subsidiary or become a partner in any partnership or a participant in any joint venture without ensuring that such Subsidiary, partnership or joint venture concurrently provides an unlimited and unconditional guarantee of the Facilities and security charging all of its present and after-acquired assets, together with a satisfactory opinion of its counsel as to the enforceability of that guarantee and security; or
 - ii) make any equity investment in, or purchase or otherwise acquire or hold any equity securities of, any other Person other than in a Restricted Subsidiary;
 - (s) no part of the proceeds of the Facilities will be used, directly or indirectly:
 - i) in any manner that would result in a violation of any Sanction; or

- ii) in violation of any applicable AML Laws or Anti-Corruption Laws;
- (t) a Loan Party will not use the proceeds (or permit any Subsidiary to use the proceeds) of any Borrowing to accumulate or maintain cash or cash equivalents in one or more depository or investment accounts maintained by the Loan Party or any Subsidiary in an amount, in the aggregate between all such parties, greater than \$200,000 (or the equivalent amount in any other currency), but excluding therefrom cash or cash equivalents accumulated or maintained therein for a specified business purpose (other than simply accumulating a cash reserve), and, for certainty, the Lender may refuse to make any requested advance which the Lender, acting reasonably, determines would result in a contravention of this Section 9(t); and
- (u) a Loan Party will not acquire or at any time directly or indirectly own, lease, operate or otherwise conduct any business relating to Cryptocurrency Assets.”;
- (ix) Section 10 of the Commitment Letter is hereby amended by deleting paragraph (c) in its entirety and replacing it with the following:
 - “(c) until the earlier of March 31, 2022 or the date on which Facility #2 is fully drawn, a Compliance Certificate of Borrower in the form attached hereto as Schedule “E” (i) within 120 days after the end of each of its Fiscal Years, and (ii) within 60 days following the end of each fiscal quarter; and
 - (d) on request, any further information regarding its assets, operations and financial condition that Lender may from time to time reasonably require.”
- (x) The Commitment Letter is hereby amended by adding the following new Section before Section 11:

“10.1 FINANCIAL COVENANTS

If Borrower has drawn any amounts under Facility #2, Borrower will not at any time during the period beginning on January 1, 2022 and ending on the date that all amounts outstanding under Facility #2 have been repaid in full, without the prior written consent of Lender, breach the following restriction:

- (a) permit the Fixed Charge Coverage Ratio (calculated on a trailing four fiscal quarter basis) to be less than 1.10:1.00.

If Borrower has drawn any amounts under Facility #2, the above financial ratio shall be maintained at all times during the period described above and shall be detailed in the Compliance Certificate required to be delivered under this Agreement.”

- (xi) Section 14 of the Commitment Letter is hereby amended by:
- a) deleting paragraph (q) in its entirety and replacing it with the following:
 - “(q) A Loan Party’s information, corporate or personal, may be subject to disclosure without its consent pursuant to provincial, federal, national or international laws as they apply to the product or service Borrower has with Lender or any third party acting on behalf of or contracting with Lender. The Loan Parties acknowledge that, pursuant to AML Laws, government sanction and “know your client” laws, Lender may be required to obtain, verify and record information regarding the Loan Parties, their respective subsidiaries, directors, authorized signing officers, direct or indirect shareholders of other Persons, in control of any Loan Party and the transactions contemplated thereby. The Loan Parties shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by Lender, or any prospective assignee or participant hereunder, in order to comply with applicable AML Laws, government sanction and “know your client” laws, whether now or hereafter in existence.”; and
 - b) adding the following new paragraph after paragraph (v):
 - “(w) If, after the date hereof, the introduction of or any change in any Applicable Law or in its interpretation or application of any Applicable Law by any court or by any governmental authority charged with the administration of any Applicable Law, makes it unlawful or prohibited for Lender to make, to fund or to maintain its commitment or any portion thereof or to perform any of its obligations under this Agreement (any such unlawful or prohibited funding, maintenance or performance being an “**Unlawful Obligation**”), then Lender may, by thirty days written notice to Borrower (unless the provision of the Applicable Law requires earlier prepayment in which case the notice period will be that shorter period as required to comply with the Applicable Law), terminate its obligations under this Agreement or, at the option of Lender, terminate only those of its obligations under this Agreement that constitute Unlawful Obligations, and, in that event, Borrower will prepay Borrowings owing to Lender forthwith (or at the end of that period as Lender in its discretion agrees), without notice or penalty (other than breakage costs), together with all accrued but unpaid interest and fees as may be applicable to the date of payment, or Lender may, by written notice to Borrower, convert those Borrowings forthwith into another basis of Borrowing available under this Agreement if such other basis of Borrowing would not be an Unlawful Obligation.”;
- (xii) Section 15 of the Commitment Letter is hereby amended by deleting the reference to “August 31, 2020” and replacing it with “May 31, 2021”; and
- (xiii) Section 16 of the Commitment Letter is hereby amended by:

- a) deleting the definition of “**EBITDA**” in its entirety and replacing it with the following:

““**EBITDA**” means, for any period, the net income of the Borrower and its Subsidiaries (excluding Ocean Sales Group Ltd.) on a consolidated basis for such period, plus (in each case, on a consolidated basis and without duplication):

- (a) finance charges, to the extent deducted in the calculation of net income;
 - (b) all amounts deducted in the calculation of net income in respect of the provision for income taxes (in accordance with GAAP);
 - (c) all amounts deducted in the calculation of net income in respect of non-cash items, including, without limitation, depletion, depreciation, amortization and future income tax liabilities;
 - (d) any non-capitalized transaction costs and expenses associated with the closing of the Facilities;
 - (e) all customary out-of-pocket costs, fees and expenses paid or required to be paid in connection with an acquisition, whether or not it closes, to the extent deducted in the calculation of net income;
 - (f) all amounts deducted in the calculation of net income in respect of minority equity losses, any non-cash impairment charges and any other non-cash charges;
 - (g) to the extent deducted from net income, non-cash losses resulting from marking-to-market the outstanding swaps for such period in accordance with GAAP;
 - (h) management fees and expenses paid to the Borrower;
 - (i) all amounts deducted in the calculation of net income in respect of share-based compensation;
- less (in each case, on a consolidated basis with respect to the Borrower):”
- (j) to the extent included in net income, non-cash gains resulting from marking-to-market the outstanding swaps for such period in accordance with GAAP; and

- (k) in the event the Borrower or a Subsidiary makes a Permitted Acquisition during any such period, all measures will be calculated pro forma based on the actual results of such Permitted Acquisition as if the assets or entity acquired had been owned by the Borrower or such Subsidiary over the entire period. In the event the Borrower or a Subsidiary disposes of assets or an entity during any such

period, all measures will be calculated pro forma on the basis that such assets or entity was disposed of at the beginning of such period, as agreed by the Lender.”

- b) deleting the definition of “**Facility**” in its entirety and replacing it with the following:

““**Facility**” or “**Facilities** “ has the meaning ascribed to under Section 1 of this Agreement.”

- c) deleting the definition of “**Generally Accepted Accounting Principles**” in its entirety and replacing it with the following:

““**Generally Accepted Accounting Principles**” or “**GAAP**” means generally accepted accounting principles which are in effect from time to time in Canada, including, for certainty, International Financial Reporting Standards (IFRS), Accounting Standards for Private Enterprises (ASPE), Accounting Standards for Not-for-Profit Organisations and Accounting Standards for Pension Plans, as applicable (each only to the extent adopted by the Canadian institute of Chartered Accountants Accounting Standards Board “**CICA**”) or any successor thereto as generally accepted accounting principles in Canada and then subject to such modifications thereto as are agreed by CICA.”; and

- d) adding the following new definitions in alphabetical order:

“**AML Laws**” means all laws, rules and regulations relating to money laundering or terrorist financing, including, without limitation, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*, Part II.1 of the *Criminal Code (Canada)*, the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism (Canada)* and the *United Nations Al-Qaida and Taliban Regulations (Canada)*.

“**Anti-Corruption Laws**” means all laws, rules and regulations relating to bribery or corruption, including, without limitation, the *Corruption of Foreign Public Officials Act (Canada)*.

“**Applicable Law**” means all applicable provisions of federal, provincial, state or local laws, statutes, rules, regulations, official directives and orders of any level of government or governmental authority, agency, board, bureau, department or commission (including any taxing authority) or instrumentality or office of any of the foregoing (including any court or tribunal).

“**Cash Flow**” means, without duplication, in respect of the 12-month period ending on the last day of a fiscal quarter and as determined on a consolidated basis in respect of the Borrower, the Borrower’s pro-rata share of EBITDA, excluding the pro-rata share of financing charges (unadjusted for acquisitions or dispositions) plus management fees and shareholder equity injections received by the Borrower, minus (i) the Borrower’s pro-rata share of all amounts added back to net income in the

calculation of EBITDA (in accordance with GAAP), to the extent paid in cash during such period excluding one time costs, and (ii) the Borrower's pro-rata share of Unfunded Capital Expenditures paid in cash during such period.

"Compliance Certificate" means a certificate executed by a senior officer of Borrower in the form attached hereto as Schedule "E".

"Cryptocurrency Assets" means any cryptocurrency, mining, datacentres and all related assets and facilities.

"Equity" means, as at the day of calculation determined in accordance with GAAP on a consolidated basis, an amount equal to the amount of shareholders' equity of Borrower, including share capital, retained earnings and postponed advances from affiliates/shareholders (if postponed on terms and in a manner acceptable to Lender) but excluding:

- (a) the redemption amount of any preferred shares of Borrower which are redeemable at the option of the holder (to the extent they are included in Long Term Debt or Funded Debt);
- (b) the amount of any convertible debentures issued (to the extent they are included in Long Term Debt or Funded Debt);
- (c) advances to affiliates/shareholders;
- (d) goodwill; and
- (e) intangible assets.

"Fixed Charge Coverage Ratio" means, for any period, the ratio of (i) Cash Flow to (ii) Fixed Charges, all for such period.

"Fixed Charges" means, on a trailing twelve-month basis, without duplication, the Borrower's pro-rata share of Interest Expense plus all schedule principal payments in respect of Funded Debt plus all dividends declared, minus the Borrower's pro-rata share of cash and marketable securities.

"Funded Debt" means, in respect of Borrower as at the day of calculation, all outstanding non-postponed interest-bearing debt (but only excluding such postponed debt if it is postponed on terms and in a manner acceptable to Lender), including capital leases (as defined according to GAAP), debt subject to scheduled repayment terms and letters of credit/guarantees, plus (to the extent not included in Equity):

- (a) the redemption amount of any preferred shares of Borrower which are redeemable at the option of the holder; and
- (b) the amount of any convertible debentures issued.

"Long Term Debt" means, as at the day of calculation and as determined in accordance with GAAP on a consolidated basis, all indebtedness, obligations and liabilities of Borrower which would be classified as long term debt upon a balance sheet of Borrower, plus (to the extent not included in Equity):

- (a) the redemption amount of any preferred shares of Borrower which are redeemable at the option of the holder; and
- (b) the amount of any convertible debentures issued.

"Sanctions" means any sanctions or trade embargoes imposed, administered or enforced from time to time by any relevant sanctions authority including, without limitation, under the *United Nations Act* (Canada), the *Special Economic Measures Act* (Canada) and the *Export and Import Permits Act* (Canada).

"Third Amendment Effective Date" means [$\langle \rangle$], 2020.

"Unfunded Capital Expenditures" means, for any period, the sum of all capital expenditures not financed or paid for by (i) new equity, (ii) advances under the Facilities (excluding Facility #1 (the Operating Loan Facility)), and (iii) Permitted Encumbrances.

- (xiv) The Commitment Letter is hereby amended by attaching Schedule "E" attached to this Agreement as Exhibit "1" as a new Schedule thereto.

4. Fees

The Borrower agrees to pay to the Lender a renewal fee in the amount of **[Redacted – Commercially Sensitive Information]** (the "**Renewal Fee**") and a new monies fee in the amount of **[Redacted – Commercially Sensitive Information]** (the "**New Monies Fee**") and, together with the Renewal Fee, the "**Fees**") in connection with this Agreement. The Fees must be received by the Lender as of the Third Amendment Effective Date.

5. Conditions Precedent

This Agreement shall become effective upon each of the following conditions precedent being performed to the satisfaction of the Lender, or otherwise waived by the Lender:

- (i) the Lender shall have received a fully executed copy of this Agreement;
- (ii) the Lender shall have received a fully executed copy of an assignment of insurance from the Borrower, in favour of the Lender, in form and substance satisfactory to the Lender;
- (iii) payment by the Borrower to the Lender of the Fees and any documented costs, fees and expenses of legal counsel incurred by the Lender with respect to this Agreement; and
- (iv) such other documentation as the Lender may reasonably request.

6. Confirmation of Commitment Letter and other documents

The Commitment Letter, the Security Documents and the other documents to which the Borrower is a party and all covenants, terms and provisions thereof, except as expressly amended and supplemented by this Agreement, shall be and continue to be in full force and effect and the Commitment Letter and each of the other documents to which the Borrower is a party is hereby ratified and confirmed and shall from and after the date hereof continue in full force and effect as herein amended and supplemented, with such amendments and supplements being effective from and as of the date hereof upon satisfaction of the conditions precedent set forth in Section 5 hereof.

7. Representations and Warranties

The Borrower agrees with and confirms to the Lender that as of the Third Amendment Effective Date, each of the representations and warranties listed in Section 7 of the Amended Commitment Letter (other than those made as of a specific date) is true and accurate. Further, the Borrower hereby represents and warrants to the Lender that:

- (i) the execution and delivery of this Agreement and the performance by it of its obligations hereunder and under the Amended Commitment Letter (i) are within its corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) have received all necessary governmental approval (if any required), and (iv) do not and will not contravene or conflict with any provision of any Applicable Law or of its constating documents or by-laws; and
- (ii) this Agreement and the Amended Commitment Letter are each legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, winding-up, moratorium or similar applicable laws relating to the enforcement of creditors' rights generally and by general principles of equity.

8. Governing Law

The parties agree that this Agreement is conclusively deemed to be made under, and for all purposes to be governed by and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein. There shall be no application of any conflict of law or other rules which would result in any laws other than internal laws in force in the Province of Alberta applying to this Agreement. The parties hereto do hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta for all matters arising out of or relating to this Agreement, or any of the transactions contemplated hereby or by any thereof, without prejudice to the rights of the Lender to take proceedings in other jurisdictions.

9. Continuing Effect

Each of the parties acknowledges and agrees that the Amended Commitment Letter, the Security Documents and all other documents executed and delivered pursuant thereto or in connection therewith, will be and continue in full force and effect and are hereby confirmed and the rights and obligations of all parties thereunder will not be effected or prejudiced in any manner except as specifically provided herein.

10. Further Assurances

The Borrower will from time to time forthwith at the Lender's request and at the Borrower's own cost and expense, make, execute and deliver, or cause to be done, made, executed and delivered, all such further documents, financing statements, assignments, acts, matters and things which may be reasonably required by the Lender and as are consistent with the intention of the parties as evidenced herein, with respect to all matters arising under this Agreement.

11. Counterparts and Electronic Execution

This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which when executed and delivered will be deemed to be an original, but all of which when taken together constitutes one and the same instrument. Any party may execute this Agreement by signing any counterpart.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

**THE WESTERN INVESTMENT COMPANY
OF CANADA LIMITED**, as Borrower

Per: (signed) "Shafeen Mawani"
Name: Shafeen Mawani
Title: Chief Operating Officer

Per: _____
Name:
Title:

ATB FINANCIAL, as Lender

Per: (signed) "Ryan Wales"
Name: Ryan Wales
Title: Senior Director

Per: (signed) "Marc Rancourt"
Name: Marc Rancourt
Title: Portfolio Manager

SCHEDULE "E"

FORM OF COMPLIANCE CERTIFICATE

To: ATB Financial
Corporate Financial Services
Eighth Avenue Place
Suite 600, 585 8th Avenue SW
Calgary, Alberta T2P 1G1

Attention: Ryan Wales

I, _____ hereby certify as of the date of this certificate as follows:

- (a) I am the _____ **[insert title]** of The Western Investment Company of Canada Limited ("**Borrower**") and I am authorized to provide this certificate to you for and on behalf of Borrower.
- (b) This certificate applies to the [month/fiscal quarter/fiscal year] ending _____.
- (c) I am familiar with and have examined the provisions of the commitment letter agreement dated February 20, 2018 (as amended to the date hereof, the "**Agreement**") between Borrower and ATB Financial, as lender, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of Borrower and of any Guarantor. Terms defined in the Agreement have the same meanings when used in this certificate.
- (d) No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of the Agreement and there is no reason to believe that during the next fiscal quarter of Borrower, any such event or circumstance will occur.

OR

We are or anticipate being in default of the following terms or conditions, and our proposed action to meet compliance is set out below:

Description of any breaches and proposed action to remedy:

- (e) Our financial ratio is as follows:
 - i) the Fixed Charge Coverage Ratio (calculated on a trailing four fiscal quarter basis) is ____:1.00, being not less than the required ratio of 1.10:1.00.
- (f) The detailed calculation of the foregoing ratio is set forth in the addendum

annexed hereto and is true and correct in all respects.

This certificate is given by the undersigned officer in his/her capacity as an officer of Borrower without any personal liability on the part of such officer.

Dated this _____ day of _____, 20____.

THE WESTERN INVESTMENT COMPANY OF CANADA LIMITED

Per: _____
Name: _____
Title: _____

APPENDIX

[Insert detailed calculations of financial ratios]

(I) THE **FIXED CHARGE COVERAGE RATIO** IS _____:_____, CALCULATED AS FOLLOWS:

Cash Flow =

Borrower's pro-rata share of EBITDA (excluding its pro rata share of financing charges) unadjusted for acquisitions or dispositions \$ _____

plus

● management fees + \$ _____

● equity injection + \$ _____

minus

● Borrower's pro-rata share of all amounts added back to net income in the calculation of EBITDA (in accordance with GAAP), to the extent paid in cash during such period excluding one times costs + \$ _____

● Borrower's pro-rata share of Unfunded Capital Expenditures paid in cash during such period + \$ _____

= \$ _____

divided by:

Fixed Charges =

\$ _____

Interest Expense

+ scheduled principal payments on Funded Debt (i.e. non-postponed interest-bearing debt including capital leases, debt subject to scheduled repayment terms and letters of credit/letters of guarantee, plus (to extent not included in Equity), preferred shares redeemable at option of holder and convertible debentures) + \$ _____

+ dividends declared + \$ _____

minus pro-rata share of cash and marketable securities - \$ _____

= \$ _____