

**SEVENTH AMENDING AGREEMENT TO
AMENDED AND RESTATED CREDIT AGREEMENT**

THIS AGREEMENT dated as of September 25, 2020.

BETWEEN:

THE BANK OF NOVA SCOTIA, a Canadian chartered bank (in its capacity as administrative agent for the Lenders, called the “**Administrative Agent**”);

LUCARA DIAMOND CORP., a corporation existing under the laws of the Province of British Columbia, (the “**Borrower**”);

THE BANK OF NOVA SCOTIA, as Lender; and

FIRSTRAND BANK LIMITED (LONDON BRANCH), as Lender.

RECITALS

- (A) The parties to this Agreement entered into an amended and restated credit agreement dated as of May 5, 2014, as amended by a first amending agreement and consent dated July 18, 2016, a second amending agreement dated as of May 4, 2017, a third amending agreement dated February 22, 2018, a fourth amending agreement dated December 19, 2018, a fifth amending agreement dated April 29, 2020 and a sixth amending agreement dated June 29, 2020 (collectively, the “**Credit Agreement**”);
- (B) By way of an assignment agreement entered into on or around the date of this Agreement (the “**Assignment Agreement**”), The Bank of Nova Scotia as assignor assigns and transfers to FirstRand Bank Limited (London Branch) as assignee, certain commitments and participations in the Credit Facility, as more fully described in the Assignment Agreement, and as reflected in the amendments contained in this Agreement.
- (C) The parties to this Agreement wish to amend certain provisions of the Credit Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained in this Agreement, the parties covenant and agree as follows:

**ARTICLE 1
DEFINED TERMS**

1.1 Capitalized Terms. All capitalized terms which are used herein without being specifically defined in this Agreement shall have the meanings ascribed to them in the Credit Agreement as amended by this Agreement.

ARTICLE 2 AMENDMENTS TO CREDIT AGREEMENT

2.1 General Rule. Subject to the terms and conditions in this Agreement contained, the Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this agreement and to incorporate the provisions of this agreement into the Credit Agreement.

2.2 Definitions. Section 1.1 of the Credit Agreement is hereby amended as follows:

- (a) The definition of “**Banking Day**” is hereby deleted in its entirety and replaced with the following:

““**Banking Day**” means (x) any day, other than Saturday and Sunday, on which banks generally are open for business in Vancouver, British Columbia, Toronto, Ontario, Gaborone, Botswana, and Johannesburg, South Africa, and (y) when used in respect of LIBOR Loans, means any such day which is also a day on which banks generally are open for business in New York, New York and London, England and on which transactions can be carried on in the London interbank market.”

- (b) The definition of “**Boteti**” is hereby deleted in its entirety and replaced with the following:

““**Lucara Botswana**” means Lucara Botswana (Proprietary) Limited (formerly known as Boteti Mining (Proprietary Limited)) a company incorporated under the laws of Botswana,”

and references to “**Boteti**” in the Credit Agreement in such context shall be replaced throughout the Credit Agreement.

- (c) The definition of “**Excluded Subsidiary**” is hereby deleted in its entirety and replaced with the following:

““**Excluded Subsidiaries**” means (i) Lucara Management Services Limited and Mothae Holdings, only at such time as any such entity has neither assets nor Indebtedness which exceeds \$500,000, (ii) Clara GP and Clara LP, and (iii) any other Subsidiary of the Borrower designated as an Excluded Subsidiary in writing by the Administrative Agent on the instructions of the Lenders and “**Excluded Subsidiary**” means any one of the Excluded Subsidiaries.”

- (d) the definition of “**Sanctions**” is hereby deleted in its entirety and replaced with the following:

““**Sanctions**” means trade, economic or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, administered or enforced from time to time by any Sanctions Authority.”

- (e) the following new definitions are hereby added in alphabetical order:

“Availability Period” means the period from and including the date of this agreement to and including the date that is three months prior to the Maturity Date, provided that if such date is not a Banking Day, the last day of the Availability Period shall be the immediately following Banking Day.

“Change of Control of a Guarantor” means and shall be deemed to have occurred if any Person or group of Persons “acting jointly or in concert” (as contemplated by the *Securities Act* (Ontario)), shall at any time have acquired (i) direct or indirect beneficial ownership of Voting Shares of a Guarantor having attributed to it a majority of the outstanding votes attached to all of the issued and outstanding Voting Shares of a Guarantor or (ii) the right or the ability by voting power, contract or otherwise to elect or designate for election a majority of the directors of each applicable Guarantor.

“Clara” means, collectively, Clara GP and Clara LP;

and references to “**Acquisition**”, “**Purchase Terms and Conditions**” and “**Target**” in the Credit Agreement in such context shall be replaced throughout the Credit Agreement with “**Clara Acquisition**”, “**Clara Purchase Terms and Conditions**” and “**Clara**”, respectively.

“Clara GP” means Clara Diamond Solutions GP Inc., a corporation formed under the laws of British Columbia;

“Clara LP” means Clara Diamond Solutions Limited Partnership, a limited partnership formed under the laws of British Columbia;

“Interest Coverage Ratio” means, for any Fiscal Quarter the ratio of (i) Rolling EBITDA for such Fiscal Quarter to (ii) Rolling Interest Expenses for such Fiscal Quarter.

“Rolling Interest Expenses” means, for a particular Fiscal Quarter, Interest Expenses for such Fiscal Quarter and each of the three immediately preceding Fiscal Quarters.”

“Sanctions Authority” means: the United Nations, the European Union, the Council of Europe (founded under the Treaty of London, 1946), the government of the United States of America, the government of the United Kingdom, the government of the Republic of France, the government of Canada, and any of their governmental authorities, including, without limitation, the Office of Foreign Assets Control for the US Department of Treasury (OFAC), the US Department of Commerce, the US State Department or the US Department of Treasury, Her Majesty’s Treasury (HMT) and the French Ministry of Finance.

2.3 Reduction of Credit Limit. Section 2.3 of the Credit Agreement is hereby amended by deleting the first sentence of such section and replacing it with the following:

“The Borrower may, from time to time and at any time, by notice in writing to the Administrative Agent, permanently reduce the amount of the Credit Limit in whole or in part to the extent the Credit Facility is not being utilized at the time such notice is given, provided that such reduction shall not become effective until five Banking Days after such notice has been given, and provided further that any partial reduction shall be in a minimum amount of \$2,000,000. The Credit Facility shall be permanently reduced to the amount of credit outstanding thereunder on the last day of the Availability Period.”

2.4 Funding of Loans. Section 3.2 of the Credit Agreement is hereby amended by deleting the first sentence of such section and replacing it with the following:

“Each Lender shall make available to the Administrative Agent its Pro Rata Share of the principal amount of each Loan under the Credit Facility prior to 4:00 p.m. (Toronto time) on the date prior to the date of the extension of credit.”

2.5 Notice Periods. Section 3.10(c) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(c) prior to 12:00 p.m. (Toronto time) on the third Banking Day prior to the date of any other drawdown, rollover or conversion.”

2.6 Drawdown Notice. Section 4.1 of the Credit Agreement is hereby amended by inserting “until the expiry of the Availability Period” immediately following reference therein to “the Borrower may, from time to time”.

2.7 LIBOR Loans. Section 5.1 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“Until the expiry of the Availability Period, subject to Sections 3.1 and 3.5 and provided that the Borrower has, by giving notice to the Administrative Agent in accordance with Section 5.2, requested the Lenders to continue to extend credit by way of a LIBOR Loan to replace all or a portion of an outstanding LIBOR Loan as it matures, each Lender shall, on the maturity of such LIBOR Loan, continue to extend credit to the Borrower by way of a LIBOR Loan (without a further advance of funds to the Borrower) in the principal amount equal to such Lender’s Pro Rata Share of the principal amount of the matured LIBOR Loan or the portion thereof to be replaced.”

2.8 Voluntary Prepayments. Section 9.3 of the Credit Agreement is hereby amended by deleting the first sentence therein and replacing it with the following:

“Subject to Section 9.4, the Borrower shall be entitled to prepay all or any portion of the outstanding Loans together with all interest accrued thereon under the Credit Facility at any time, without penalty, provided that Section 8.4(a) shall be complied with in connection with any such prepayment”.

2.9 Prepayment Notice. Section 9.4 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“The Borrower shall give written notice to the Administrative Agent of each voluntary prepayment pursuant to Section 9.3. Such notice (a “**Prepayment Notice**”) shall be irrevocable, shall be given in accordance with Section 3.10 and shall specify:

- (a) the date on which the prepayment is to take place; and
- (b) the type and principal amount of the Loan or the portion thereof which is to be prepaid (which amount shall be at least \$2,000,000 and if a larger sum shall be provided in multiples of \$1,000,000).”

2.10 Mandatory Prepayment. Article 9 of the Credit Agreement is hereby amended by adding the following new Sections 9.8 and 9.9 immediately following Section 9.7 therein:

“9.8 Illegality. Unless Section 3.5 applies, if any Applicable Law comes into force after the date hereof, or if any change in any existing Applicable Law or in the interpretation or application thereof by any court or governmental body now or hereafter makes it unlawful for a Lender to have advanced or acquired an interest in any of the Loans or to fund or otherwise maintain any of the Loans or to give effect to its obligations in respect thereof, such Lender may, by written notice thereof to the Borrower, declare its obligations under this Agreement to be terminated, and the Borrower shall immediately cancel any available Individual Commitment of such Lender and prepay, within the time required by such law, the Loans and any other amounts owing under this Agreement (including accrued and unpaid interest) as may be applicable to the date of such payment.

9.9 Sanctions. If any Obligor commits a Sanctioned Transaction, the Administrative Agent (with the approval and instructions of the Majority Lenders) may, by written notice thereof to the Borrower, declare the obligations of the Lenders under this Agreement to be terminated and all Individual Commitments to be cancelled, and the Borrower shall immediately prepay, within the time required by such law, the Loans and any other amounts owing under this Agreement (including accrued and unpaid interest) as may be applicable to the date of such payment.

For the purpose of this Section:

Sanctioned Transaction means the use of proceeds of the Credit Facility for any purpose that is prohibited by Sanctions.”

2.11 Financial Reporting. Section 11.1(b) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(b) **Financial Reporting.** The Borrower shall furnish the Administrative Agent with the following statements and reports (with sufficient copies for each Lender):

- (i) within 90 days after the end of each Fiscal Year, copies of the audited consolidated financial statements of the Borrower for such Fiscal Year together with the auditors’ report on such audited financial statements in form and substance satisfactory to the Administrative Agent, as well as a chart setting out the corporate structure of the Borrower and all of its Subsidiaries, whether direct or indirect, and evidencing (i) intercorporate share ownership and (ii) mine ownership;
- (ii) within 45 days after the end of each Fiscal Quarter the unaudited consolidated financial statements of the Borrower in form and substance satisfactory to the Administrative Agent;
- (iii) concurrent with the deliveries of financial statements pursuant to any of clauses (i) and (ii) above, a duly executed and completed compliance certificate, in the form attached as Schedule B and signed by a senior financial officer of the Borrower and written notification of any change in the information certified in the Perfection Certificates;
- (iv) within 90 days after the end of each Fiscal Year, an annual operating plan and budget as well as an updated life of mine plan for the Karowe Project;
- (v) within 15 days after the end of each calendar month, a monthly mine operating report for the Karowe Project, which mine operating report shall report on, *inter alia*, Total Carats Recovered for the preceding month;
- (vi) within 45 days after the end of each Fiscal quarter, a quarterly production and cash flow forecast for the Karowe Project for such calendar quarter; and
- (vii) such other statements, reports and information as the Administrative Agent on the instructions of the Majority Lenders may reasonably request from time to time.”

2.12 Use of Proceeds. Section 11.1(c) of the Credit Agreement is hereby amended by deleting the first sentence therein and replacing it with the following:

“The Borrower shall apply all of the proceeds of the Credit Facility for its general corporate purposes; provided however, that the Borrower shall not use the Credit Facility for matters relating to the underground expansion project at the mine relating to the Karowe Project.”.

2.13 Conduct of Business. Section 11.1(j) of the Credit Agreement is hereby amended by deleting the first sentence therein and replacing it with the following:

“(j) **Conduct of Business.** The Borrower shall, and shall cause each other Subject Entity to, conduct its business in such a manner so as to comply with all Applicable Laws and Sanctions, so as to observe and perform all its obligations under leases, licences and agreements necessary for the proper conduct of its business and so as to preserve and protect its property and assets and the earnings, income and profits therefrom where such non-compliance, non-observance or non- performance could reasonably be expected to have a Material Adverse Effect.”

2.14 Environmental Matters. Section 11.1(l) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(l) The Borrower shall, and shall cause each other Subject Entity to, promptly notify the Administrative Agent and provide copies promptly following receipt of all material written claims, complaints, notices or inquiries relating to the condition of its facilities and properties or material compliance with Environmental Laws and shall proceed diligently to resolve any such claims, complaints, notices or inquiries relating to material compliance with Environmental Laws and provide such information and certifications which the Administrative Agent may reasonably request from time to time to evidence compliance with this Section 11.1(l). No later than June 30 in each calendar year, the Borrower shall deliver to the Administrative Agent, an environmental and social report in the form of the sustainability report published by the Borrower annually. The Borrower shall, and shall cause each other Subject Entity to, decommission the Karowe Project at the appropriate time in accordance with all Applicable Laws and any decommissioning plan agreed to with the relevant Official Body.”

2.15 Ratios . Section 11.1(m) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(m) **Financial Ratios.** The Borrower shall at all times:

- (i) maintain the Leverage Ratio to be less than or equal to 2.50 to 1 and shall calculate such ratio as at the last day of each Fiscal Quarter; and
- (ii) maintain the Interest Coverage Ratio to be greater than or equal to 5.0 to 1 and shall calculate such ratio as at the last day of each Fiscal Quarter.”

2.16 Information Covenants. Section 11.1 of the Credit Agreement is hereby amended by adding the following subsection 11.1(bb) immediately following subsection 11.1(aa):

“The Borrower shall within two (2) Banking Days of its occurrence, notify the Administrative Agent of any unscheduled stoppage, disruption, or suspension of mining or processing operations at the Project which lasts for a period longer than five consecutive days.”.

2.17 Clara Sales Agreement. Section 11.1 of the Credit Agreement is hereby amended by adding the following subsection 11.1(cc) immediately following the new subsection 11.1(bb):

“The Borrower shall within two (2) Banking Days of its occurrence, notify the Administrative Agent of any material changes to the term of any sales agreement involving the Borrower or any Obligor and Clara.”

2.18 Underground Capital Expenditures. Section 11.2(n) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(n) **Underground Capital Expenditures.** The Borrower shall not, and shall not suffer or permit any other Subject Entity to, make any Underground Capital Expenditures other than (x) at any time prior to and including December 31, 2020, in an amount up to \$[REDACTED] and (y) at all times thereafter, in an aggregate amount not exceeding \$[REDACTED].”.

2.19 Events of Default. Section 13.1 of the Credit Agreement is hereby amended as follows:

- (a) subsection 13.1(k) is hereby deleted in its entirety and replaced with the following:

“the occurrence of a Change of Control in the Borrower, or the occurrence of a Change of Control in a Guarantor”; and

- (b) the following subsection 13.1(v) is inserted immediately following subsection 13.1(u):

“(v) the annual financial statements of the Borrower delivered pursuant to Section 11.1(b)(i) contain a qualification by the auditor in relation to the financial condition of the Borrower, which has a Material Adverse Effect.”.

2.20 Schedule A. Schedule A of the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 1 attached hereto. **Schedule B.** Schedule B of the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 2 attached hereto.

2.22 **Schedule G.** Schedule G of the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 3 attached hereto.

2.24 **Schedule H.** Schedule H of the Credit Agreement is hereby deleted in its entirety and replaced with Schedule 4 attached hereto.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties.** To induce the Lender and the Administrative Agent to enter into this agreement, the Borrower hereby represents and warrants to the Lender and the Administrative Agent that the representations and warranties of the Borrower which are contained in Section 10.1 of the Credit Agreement, as hereby amended, are true and correct on the date hereof as if made on the date of this Agreement.

ARTICLE 4 CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT

4.1 **Conditions Precedent.** This Agreement shall not become effective until the following conditions are satisfied:

- (a) a copy of the resolutions of the board of directors or shareholders (as applicable) meeting of the Borrower approving the terms or, and the transactions contemplated by this Agreement;
- (b) a copy of this Agreement is executed and delivered to the Administrative Agent by each parties;
- (c) the acknowledgement and consent set out in this Agreement is executed and delivered by each Guarantor to the Administrative Agent; and
- (d) a copy of the Assignment Agreement is executed and delivered to the Administrative Agent by each of the parties to it.

ARTICLE 5 MISCELLANEOUS

5.1 **Future References to the Credit Agreement.** On and after the date of this agreement, each reference in the Credit Agreement to “this agreement”, “hereunder”, “hereof”, or words of like import referring to the Credit Agreement, and each reference in any other Credit Document or any related document to the “Credit Agreement”, “thereunder”, “thereof”, or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended hereby. The Credit Agreement, as amended hereby, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

5.2 **Confirmation of Guarantee and Security.** Each Obligor confirms and agrees that the Liens and other obligations expressed to be created under or pursuant to each Finance Document to which it is a party shall be binding upon such Obligor and its collateral (as

described in each such Security Document) shall be unaffected by and shall continue in full force and effect notwithstanding the amendment to the Credit Agreement and amendments in respect thereof as constituted hereby and the execution and delivery and effectiveness of this agreement shall not in any manner whatsoever reduce, release, discharge, impair or otherwise prejudice the rights of the Finance Parties arising under, by reason of or otherwise in respect of such Liens and other obligations constituted by each such Finance Document. For the avoidance of doubt, each Obligor hereby confirms that each Finance Document to which it is a party continues in full force and effect.

5.3 Costs and expenses. The costs and expenses in connection with this Agreement and the transactions contemplated in it are for the account of the Borrower.

5.4 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

5.5 Inurement. This agreement shall enure to the benefit of and shall be binding upon the parties to this Agreement and their respective successors and permitted assigns.

5.6 Conflict. If any provision of this agreement is inconsistent or conflicts with any provision of the Credit Agreement, the relevant provision of this Agreement shall prevail and be paramount. This agreement shall not create any novation.

5.7 Further Assurances. The Borrower shall do, execute and deliver or shall cause to be done, executed and delivered all such further acts, documents and things as the Administrative Agent may reasonably request for the purpose of giving effect to this Agreement and to each and every provision of this Agreement.

5.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same agreement. Delivery of an executed signature page of this agreement by facsimile, email or pdf transmission shall be as effective as delivery of a manually executed counterpart of it.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement on the date first above written.

LUCARA DIAMOND CORP.

By: /s/ Eira Thomas
Name: Eira Thomas
Title: President, CEO & Director

By: /s/ Zara Boldt
Name: Zara Boldt
Title: CFO & Corporate Secretary

**THE BANK OF NOVA SCOTIA, as
Administrative Agent**

By: /s/ Clement Yu
Name: Clement Yu
Title: Director

By: /s/ Ryan Moonilal
Name: Ryan Moonilal
Title: Analyst

THE BANK OF NOVA SCOTIA, as Lender

By: /s/ Elizabeth Daponte
Name: Elizabeth Daponte
Title: Managing Director

By: /s/ Priya Francis
Name: Priya Francis
Title: Associate

**FIRSTRAND BANK LIMITED (LONDON
BRANCH), as Lender**

By: /s/ Gareth Buchner
Name: Gareth Buchner
Title: Authorised Signatory

By: /s/Mark Treagus
Name:
Title: mark.treagus@rmb.co.uk
Authorised Signatory

By its signature below, each of the undersigned hereby acknowledges, agrees to and consents to this Agreement and the terms and conditions set forth in it (including, for greater certainty, Section 5.2 thereof).

AFRICAN DIAMONDS LIMITED

By: /s/ Zara Boldt

Name: Zara Boldt

Title: Director

BOTETI DIAMOND HOLDINGS INC.

By: /s/ Eira Thomas

Name: Eira Thomas

Title: Director

By: /s/ Zara Boldt

Name: Zara Boldt

Title: Director

LUCARA DIAMOND HOLDINGS (I) INC.

By: /s/ Eira Thomas

Name: Eira Thomas

Title: Director

By: /s/ Zara Boldt

Name: Zara Boldt

Title: Director

**LUCARA BOTSWANA (PROPRIETARY)
LIMITED**

By: /s/ Eira Thomas
Name: Eira Thomas
Title: Director

**DEBWAT EXPLORATION
(PROPRIETARY) LIMITED**

By: /s/ Zara Boldt
Name: Zara Boldt
Title: Director

**WATI VENTURES (PROPRIETARY)
LIMITED**

By: /s/ Zara Boldt
Name: Zara Boldt
Title: Director

SCHEDULE 1

**SCHEDULE A
LENDERS AND INDIVIDUAL COMMITMENTS**

<u>Lenders</u>	<u>Individual Commitments</u>
The Bank of Nova Scotia	\$25,000,000
FirstRand Bank Limited (London Branch)	\$25,000,000

SCHEDULE 2

SCHEDULE B COMPLIANCE CERTIFICATE

TO: THE BANK OF NOVA SCOTIA

I,____, the [senior financial officer] of Lucara Diamond Corp. (the "**Borrower**"), hereby certify that, not in a personal capacity and without personal liability:

1. I am the duly appointed [senior financial officer] of the Borrower named in the amended and restated credit agreement made as of May 5, 2014 (as amended to the date hereof, the "**Credit Agreement**") between the Borrower, the Lenders named therein and The Bank of Nova Scotia, as administrative agent of the Lenders and as such I am providing this Certificate for and on behalf of the Borrower pursuant to the Credit Agreement.
2. I am familiar with and have examined the provisions of the Credit Agreement including, without limitation, those of Article 10, Article 11 and Article 13 therein.
3. To the best of my knowledge, information and belief and after due inquiry, no Default has occurred and is continuing.
4. As at or for the relevant period ending_____, the amounts and financial ratios as contained in Sections 11.1(m) and (p), of the Credit Agreement are as follows and detailed calculations thereof are attached hereto:

	A. Actual Amount or Percentage	B. Required Amount or Percentage
(a) Leverage Ratio	_____	≤ 2.50:1
(b) Interest Coverage Ratio	_____	≥ 5.0:1
(c) Tangible Net Worth	_____	See Section 11.1(p)

The attached calculation worksheet as at the relevant period ending_____accurately sets out the information therein contained.

5. As at or for the relevant period ending_____, the Adjusted Leverage Ratio is ● and detailed calculations thereof are attached hereto.
6. Unless the context otherwise requires, capitalized terms in the Credit Agreement which appear herein without definitions shall have the meanings ascribed thereto in the Credit Agreement.

DATED this_____day of_____, 20_____.

(Signature)

(Name – please print)

(Title of Senior Financial Officer)

A. CALCULATION WORKSHEET

Following the definitions and calculations more fully defined in the Credit Agreement:

Leverage Ratio

Total Indebtedness \$_____ (A)

Rolling EBITDA \$_____ (B)

Leverage Ratio (Actual) \$_____ (A:B)

Leverage Ratio (Max. Permitted): 2.5:1

Compliance [Yes]/[No]

Tangible Net Worth

Equity \$_____ (C)

Goodwill \$_____ (D)

Intangible Assets \$_____ (E)

Tangible Net Worth (Actual): \$_____ (C-E)

Compliance [Yes]/[No]

Adjusted Leverage Ratio

Creditable Cash Balance \$_____ (F)

Total Adjusted Indebtedness (A-F) \$_____ (G)

Adjusted Leverage Ratio \$_____ (G:B)

Interest Coverage Ratio

Rolling EBITDA \$_____ (H)

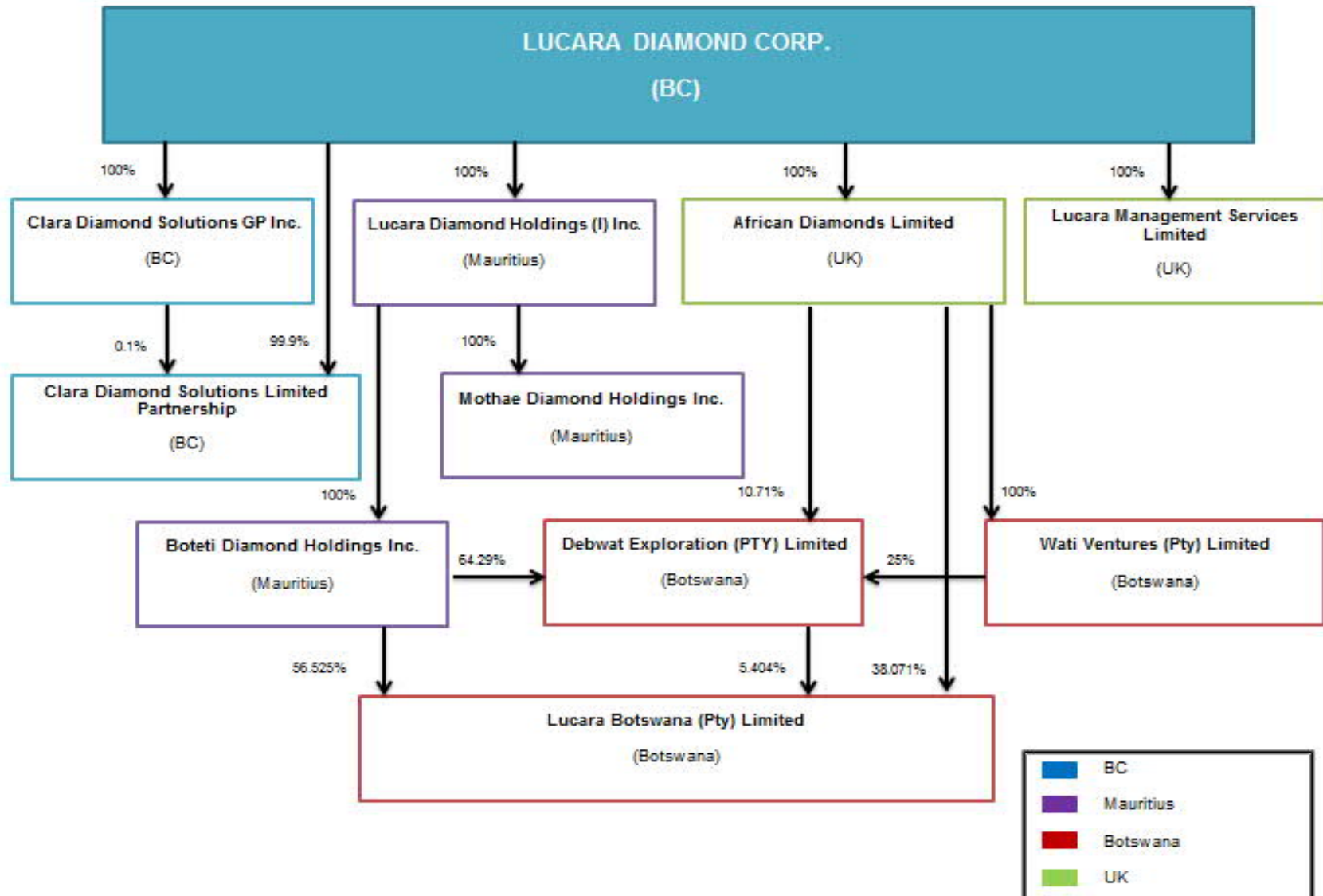
Rolling Interest Expenses \$_____ (I)

Interest Coverage Ratio \$_____ (H:I)

Compliance [Yes]/[No]

SCHEDULE 3

SCHEDULE G CORPORATE STRUCTURE



SCHEDULE 4

**SCHEDULE H
APPLICABLE RATES**

Base Rate Loan interest rate margin	LIBOR Loan interest rate margin and Financial Letter issuance fee rate	Standby Fee	Non-Financial Letter issuance fee rate
■ % <i>per annum</i>	Level 1 ■ % <i>per annum</i> Level 2 ■ % <i>per annum</i> Level 3 ■ % <i>per annum</i>	■ % <i>per annum</i>	■ % <i>per annum</i>