FINANCING AGREEMENT

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This Financing Agreement (the “Agreement”) takes effect on [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Borrower"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [YOUR COMPLETE ADDRESS]

**AND: [SECOND PARTY NAME]** (the "Lender"), a company organised and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

 [COMPLETE ADDRESS]

WHEREAS the Borrower wishes to establish a revolving credit facility with the [COMPANY NAME] (the “Lender”) in the amount of [AMOUNT];

WHEREAS the Borrower continues to own all of the issued and outstanding shares of [YOUR COMPANY NAME];

WHEREAS it is desirable and in the best interests of the Borrower to enter into the aforesaid credit facilities;

**RESOLVED:**

1. **THAT** [YOUR COMPANY NAME] enter into a loan agreement with the Lender, substantially upon the terms and subject to the conditions set forth in the draught loan agreement which is hereby approved (the “Loan Agreement”) pursuant to which the Lender shall establish in favour of [YOUR COMPANY NAME] a facility of [AMOUNT] which [YOUR COMPANY NAME] can draw down, on a revolving basis, as follows:

(i) as [COUNTRY] dollar advances bearing interest at prime plus [%] per annum;

1. as [COUNTRY] dollar advances bearing interest at [COUNTRY] base rate plus [%] per annum;
2. through the use of bankers’ acceptances; and
3. through the use of documentary letters of credit, standby letters of credit and letters of guarantee.

2. **THAT** [YOUR COMPANY NAME] create and issue a Demand Debenture (the “Debenture”) in the principal amount of [AMOUNT], in lawful money of [COUNTRY], bearing interest at [%] per annum.

3. **THAT** [YOUR COMPANY NAME] charge all its undertaking, property, rights and assets to secure the due payment of all monies payable under the Debenture as provided therein.

4. **THAT** [YOUR COMPANY NAME] pledge the Debenture to the Lender as a general and continuing collateral security for the payment of any present and future indebtedness and liability of [YOUR COMPANY NAME] pursuant to the Loan Agreement, the whole upon the terms and subject to the conditions set forth and provided in the Debenture Pledge Agreement, which is hereby approved (the “Debenture Pledge Agreement”).

5. **THAT** the Debenture be secured in the [State/Province] of [STATE/PROVINCE] by way of a notarial Trust Deed of Hypothec, Mortgage and Pledge in favour of [TRUSTEE NAME] as Trustee (the “Trust Deed”) hypothecating, mortgaging, pledging, charging, ceding, transferring and conveying to the said Trustee, in a manner similar to that provided in the Debenture, but subject to such variations and departures as may be required by the laws of [STATE/PROVINCE], for an amount expressed in [COUNTRY] currency equal to [%] of the principal amount of the Debenture, the undertaking, property, rights and assets of [YOUR COMPANY NAME] in the said Province, and containing such other provisions with respect to default, recourses in case of default, partial releases and other provisions normally found in deeds of such nature.

6. **THAT** in addition to the said Debenture and as further general and continuing collateral security for the payment of any present and future indebtedness and liability of [YOUR COMPANY NAME] pursuant to the Loan Agreement:

(a) [YOUR COMPANY NAME] assign, convey, transfer, pledge, hypothecate, charge and grant a security interest in its undertaking, property, rights and assets described in the Security Agreement which is hereby approved (the “Security Agreement”) and upon the terms and subject to the conditions set forth therein.

(b) [YOUR COMPANY NAME] assign and transfer all its book debts to the Lender, such assignment to be made upon the terms and subject to the conditions set forth in the general assignment of book debts made subject to the laws of the [State/Province] of [STATE/PROVINCE] which is hereby approved (the “[STATE/PROVINCE]. Book Debt Assignment”) and pursuant to the general assignment of debts in the form used in the [State/Province] of [STATE/PROVINCE] (the “[STATE/PROVINCE] General Assignment”) which is hereby approved.

(c) [YOUR COMPANY NAME] pledge, assign, and transfer all shares in the capital stock of Tilbes, pursuant to the share pledge agreement (the “Pledge Agreement”) which is hereby approved and upon the terms and subject to the conditions set forth therein.

7. **THAT** [YOUR COMPANY NAME] grant in favour of the Lender security against its inventory pursuant to the Bank Act ([COUNTRY]), the whole upon the terms and subject to the conditions set forth in the notice of intention on all property of specified kinds and agreement as to loans and advances made in the standard form used by the Lender (collectively the “Inventory Agreements”) which are hereby approved.

8. **THAT** [NAME], President of [YOUR COMPANY NAME], or any other officer or director of [YOUR COMPANY NAME], be and he or she is hereby authorised and directed for and on behalf and in the name of [YOUR COMPANY NAME], to execute and deliver the Loan Agreement and the Note (as therein defined), the Debenture, the Debenture Pledge Agreement, the Trust Deed, the Security Agreement, the [STATE/PROVINCE] Book Debt Assignment, the [STATE/PROVINCE] General Assignment, the Pledge Agreement and the Inventory Agreements, with such variations and amendments as may be necessary or desirable, and also to execute and deliver all such other deeds, documents, instruments and writings, and to perform and do all such other acts and things as he or she may consider necessary, desirable or useful for the purpose of giving effect to this resolution and to the transactions herein contemplated.

9. I, the undersigned, [NAME], Secretary of [YOUR COMPANY NAME] (the “Borrower”), hereby certify that the foregoing is a true and exact copy of the resolution duly adopted by the Board of Directors of [YOUR COMPANY NAME] as of [DATE] in accordance with the provisions of the law. The undersigned further certifies that the said resolution is in full force and effect, without modification, as of the date hereof.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

# BORROWER LENDER

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title