


BARCLAYS
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New York, New York 10019

CANADIAN IMPERIAL BANK OF
COMMERCE
161 Bay Street
Toronto, Ontario M5J 2S8

November 18, 2020

Intact Financial Corporation
700 University Avenue, Suite 1500
Toronto, Ontario
M5G 0A1

Attention: 

Project Regent
Term Loan Facility
Bridge Facilities
Fee and Syndication Letter

Ladies and Gentlemen:

Reference is made to the Bridge and Term Loan Credit Agreement dated the date hereof (as amended, extended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), by and among Intact Financial Corporation, a Canadian federal corporation (the "Borrower" or "you"), the Lenders from time to time party thereto, Canadian Imperial Bank of Commerce ("CIBC"), as administrative agent, and Barclays Bank PLC ("Barclays" and, together with CIBC, collectively, the "Initial Lenders"), as syndication agent. You have advised Barclays and CIBC that you intend to consummate the Target Acquisition and the other Transactions described in the Credit Agreement. Capitalized terms used but not defined herein are used with the meanings assigned to them in the Credit Agreement. This letter agreement (this "Fee and Syndication Letter") is the "Fee and Syndication Letter" referred to in the Credit Agreement.

1. Titles and Roles.

Each of Barclays and CIBC is pleased to confirm its agreement to act, and you hereby appoint each of Barclays and CIBC to act, as joint lead arranger and joint bookrunner (acting in such capacities, each an "Arranger", and collectively, the "Arrangers", and together with the Initial Lenders, collectively, the "Initial Financing Parties", "we" or "us") with respect to the Commitments and the Advances under the Credit Agreement comprised of (a) a £350 million Term Loan Facility, (b) a £397 million Bond Bridge Facility, (c) a £341 million Equity Bridge A Facility and (d) a £727 million Equity Bridge B Facility (together with the Bond Bridge Facility and the Equity Bridge A Facility, collectively, the "Bridge Facilities", and collectively with the Term Loan Facility, the "Facilities"). CIBC is pleased to confirm its agreement to act, and you hereby appoint CIBC to act as administrative agent (the "Agent") for the Facilities and Barclays is pleased to confirm its agreement to act, and you hereby appoint Barclays to act as syndication agent for the Facilities. You agree that no other agents, co-agents, lead arrangers, arrangers, lead bookrunners or bookrunners will be appointed, no other titles will be awarded and no compensation will be paid in

connection with the Facilities, unless you and we shall agree, such agreement not to be unreasonably withheld, conditioned or delayed; *provided*, that in connection with the syndication of the Facilities, you may (in consultation with the Arrangers) appoint financial institutions reasonably acceptable to the Arrangers to act as documentation agents, co-managers or other similar roles (but not joint lead arrangers or joint bookrunners) for the Facilities, in each case, in accordance with the Syndication Plan (as defined below) (the “Additional Agents”).

2. Syndication.

The Arrangers may and reserve the right to, after the execution of the Credit Agreement, syndicate all or a part of the Initial Lenders’ Commitments to one or more financial institutions and/or lenders (collectively with the Initial Lenders, the “Lenders”) in one or more stages, and you acknowledge and agree that the commencement of syndication shall occur in the discretion of the Arrangers in consultation with you. The selection of the Lenders (a) from the date hereof until the earlier of 30 days following the date hereof and the date of the completion of Successful Syndication (as defined below) (the “Initial Syndication Period”), shall be made jointly by the Arrangers and the Borrower in accordance with the syndication plan (the “Syndication Plan”) for the Facilities agreed to by the Borrower and the Arrangers prior to the date hereof (*provided*, that such Syndication Plan shall include the pre-approval of any “Lender” under and as defined in the Existing Credit Agreement (as defined below)), (b) following the Initial Syndication Period, if and for so long as a Successful Syndication (as defined below) has not been achieved, shall be made by the Arrangers in consultation with the Borrower and (c) following the achievement of a Successful Syndication, any further assignments of Commitments shall be in accordance with Section 13.1 of the Credit Agreement. The Arrangers will lead the syndication, including determining the timing of all offers to potential Lenders, any title of agent or similar designations or roles awarded to any Lender (subject, however, to your rights to appoint Additional Agents as provided above) and the acceptance of commitments, the amounts offered, the final commitment allocations and the compensation provided to each Lender from the amounts to be paid to the Initial Financing Parties pursuant to the terms of the Credit Agreement and this Fee and Syndication Letter; *provided*, that (x) during the Initial Syndication Period, all such determinations shall be made jointly by the Arrangers and the Borrower in accordance with the Syndication Plan and (y) following the Initial Syndication Period until the achievement of a Successful Syndication, such determinations shall be made by the Arrangers in consultation with the Borrower. The Commitments of the Initial Lenders under the Credit Agreement shall be reduced on a pro rata basis (or allocated between them as they may otherwise determine) pound-for-pound as and when Commitments for the Facilities are received from Lenders to the extent that each such Lender becomes a party to the Credit Agreement as a “Lender” thereunder, and you agree, promptly upon the Arrangers’ request, to execute an Assignment and Assumption Agreement with respect to each Lender that is selected in accordance with the foregoing provisions of this Section 2; *provided, further, however*, that in the case of any syndication of a portion of the Commitments as set forth above other than to a Lender which either (x) is set forth in the Syndication Plan or the Borrower has otherwise approved (such approval not to be unreasonably withheld, delayed or conditioned; *provided*, that during the Certain Funds Period such approval shall be at the Borrower’s sole discretion) or (y) is a commercial or investment bank that is incorporated or organized under the laws of one of the applicable jurisdictions set forth in the Syndication Plan and whose long term senior unsecured debt is rated investment grade by Moody’s Investment Services, Inc. and S&P Global Ratings upon first becoming party to the Credit Agreement, the Initial Lenders shall (on terms consistent with Section 13.1(3) (Participation) of the Credit Agreement) not be relieved, released or novated from their respective obligations under the Credit Agreement with respect to such portion of the Initial Lenders’ respective Commitments until the funding of all Advances and the Certain Funds Period has terminated.

The Borrower agrees to use commercially reasonable efforts to ensure that the Arrangers’ syndication efforts benefit from the existing lending relationships of the Borrower and its subsidiaries.

To facilitate an orderly and successful syndication, you agree that until the earliest of (x) the termination of the syndication by the Arrangers, (y) the date a Successful Syndication is achieved and (z) 60 days following the Closing Date (such earliest date, the “Syndication Date”), the Borrower will not, and will ensure that each of its subsidiaries shall not, syndicate or issue, attempt to syndicate or issue, announce or authorize the announcement of the syndication or issuance of any debt facility or any debt or equity security of the Borrower or any of its subsidiaries that would reasonably be expected to materially impair the syndication of the Facilities as reasonably determined by the Arrangers, including any renewals or refinancings of any existing debt facility or debt security (other than (a) the Facilities, (b) the issuance by you of unsecured debt securities and preferred, common and/or other equity or equity-linked securities for the purpose of financing the Target Acquisition and the other Transactions in lieu of all or a portion of the Bridge Facilities or to refinance the Bridge Facilities (collectively, the “Permanent Financing”), (c) commercial paper issuance, (d) ordinary course capital leases, letters of credit and purchase money and equipment financings, (e) intercompany debt among the Borrower and its subsidiaries or among subsidiaries of the Borrower, (f) any amendment, amendment and restatement, refinancing, replacement or renewal of the Fifth Amended and Restated Credit Agreement, dated as of November 26, 2019 (the “Existing Credit Agreement”) among the Borrower and certain other borrowers party thereto, Canadian Imperial Bank of Commerce, as administrative agent, and the lenders party thereto *provided*, that (i) such amendment, amendment and restatement, refinancing, replacement or renewal shall be actively coordinated by the applicable administrative agent thereunder together with the Arrangers and (ii) the aggregate commitments thereunder shall not be increased by more than Cdn\$750 million, (g) any amendment, amendment and restatement, refinancing or renewal of the credit agreement dated as of November 26, 2019 between Intact U.S. Financial Services, Inc., as borrower, the Borrower, as guarantor, Canadian Imperial Bank of Commerce, as administrative agent, and the lenders party thereto; *provided*, that (i) such amendment, amendment and restatement, refinancing, replacement or renewal shall be actively coordinated by the applicable administrative agent thereunder together with the Arrangers and (ii) the aggregate principal amount thereunder shall not be increased), (h) the refinancing, redemption or repayment of the Target’s outstanding 1.625% Senior Notes due 2024 and 8.95% junior subordinated bonds due 2029, *provided*, that the aggregate principal amount of any such refinancing, redemption or repayment indebtedness shall not exceed the aggregate principal amount of the indebtedness being refinanced, redeemed or repaid and (i) the refinancing, redemption or repayment of the Borrower’s outstanding 4.70% Senior Notes due 2021 and any other indebtedness of the Borrower and its Subsidiaries (but not, for greater certainty, the Target and its Subsidiaries) outstanding as of the date hereof, *provided*, that (i) any such refinancing, redemption or repayment shall occur no sooner than three months prior to the scheduled maturity date of such indebtedness and (ii) the aggregate principal amount of any such refinancing, redemption or repayment indebtedness shall not exceed the aggregate principal amount of the indebtedness being refinanced, in each case without the prior written consent of the Arrangers (such consent not to be unreasonably withheld)).

Until the Syndication Date, the Borrower agrees to cooperate with the Arrangers, subject to applicable laws and regulations including relating to financial assistance and compliance and any rules and requirements under the Takeover Code, of the Panel or of the Court or any other relevant regulatory body (as reasonably determined by the Borrower, acting on the advice of its legal advisers), in connection with (i) the preparation of one or more customary information packages for the Facilities regarding the business, operations, financial projections and prospects of the Borrower and to the extent made available to the Borrower by the Target or is otherwise publicly available, of the Target and its Subsidiaries (the “Acquired Business”) including, without limitation, all information relating to the transactions contemplated hereunder prepared by or on behalf of the Borrower deemed reasonably necessary by the Arrangers to complete the syndication of the Facilities (collectively, the “Confidential Information Memorandum”), (ii) the presentation of one or more information packages for the Facilities in format and content reasonably acceptable to the Arrangers and the Borrower (collectively, the “Lender Presentation”) in meetings and other communications with prospective Lenders or agents in connection with the syndication of the Facilities, (iii) executing one or more Assignment and Assumption Agreements with Lenders selected in

accordance with the foregoing provisions of this Section 2 and (iv) arranging for direct contact between senior management and representatives, with appropriate seniority and expertise, of the Borrower with prospective Lenders (provided that such prospective Lenders have entered into the relevant confidentiality undertakings in compliance with the Panel's Practice Statement 25) and participation of such persons in virtual meetings at reasonable times mutually agreed upon, in each case regarding the business, operations, financial projections and prospects of the Borrower and to the extent made available to the Borrower by the Target or is otherwise publicly available, of the Acquired Business and the Transactions. It is also understood that the Borrower will not be required to provide any information to the extent that the provision thereof would violate (i) any attorney-client privilege or (ii) law, rule or regulation applicable to the Borrower, the Acquired Business or you and their respective affiliates or (iii) any obligation of confidentiality from a third party binding on you, the Acquired Business or your or their respective affiliates (so long as (x) such confidentiality obligation was not entered into in contemplation of the Transactions, (y) you use commercially reasonable efforts to obtain a waiver of such confidentiality obligation and/or otherwise communicate the relevant information in a way that does not breach such confidentiality obligation and (z) you provide the Arrangers with notice of such confidentiality obligation, but solely if providing such notice would not violate such confidentiality obligation). The Borrower acknowledges that it is solely responsible for the contents of the Confidential Information Memorandum and the Lender Presentation (other than, in each case, any information contained therein, that has been provided for inclusion therein by the Initial Financing Parties solely to the extent such information relates to the Initial Financing Parties) and the Initial Financing Parties will be using and relying upon the contents of any such Confidential Information Memorandum and Lender Presentation and all other written information, documentation or materials, in each case, delivered by or on your behalf to the Initial Financing Parties in connection therewith (collectively, the "Information") without independent verification thereof. The Borrower agrees that Information regarding the Facilities and Information provided by the Borrower or its representatives to any Initial Financing Party in connection with the Facilities (including, without limitation, draft and execution versions of the Documents, the Confidential Information Memorandum, the Lender Presentation, publicly filed financial statements, and draft or final offering materials relating to contemporaneous or prior securities issuances by the Borrower; *provided* that the Borrower is given the opportunity to approve the final versions of such documents (other than in the case of such publicly filed financial statements)) may be disseminated to potential Lenders and other persons through one or more secure internet sites (including an IntraLinks, SyndTrak or other electronic workspace (the "Platform")) created for purposes of syndicating the Facilities or otherwise, in accordance with the Arrangers' standard syndication practices, and you acknowledge that neither the Initial Financing Parties nor any of their respective affiliates will be responsible or liable to you or any other person or entity for damages arising from the use by others of any Information or other materials obtained on the Platform except to the extent such damages are found to have resulted from the bad faith, willful misconduct or gross negligence of such Initial Financing Party as determined by a court of competent jurisdiction in a final and non-appealable judgment.

The Borrower acknowledges that certain of the Lenders may be "public side" Lenders (i.e. Lenders that do not wish to receive material non-public information with respect to the Borrower, the Acquired Business, their respective affiliates or the securities of any of the foregoing) (each, a "Public Lender"). In connection with the syndication of the Facilities, unless the Arrangers and you otherwise agree (acting reasonably in light of syndication progress), you shall be under no obligation to provide Information to any Public Lender. The Borrower acknowledges and agrees that the following documents may be distributed to all Lenders (including Public Lenders) (unless the Borrower promptly notifies the Arrangers in writing (including by email) within a reasonable time prior to their intended distribution (after you have been given a reasonable opportunity to review such documents) that any such document should only be distributed to prospective private Lenders): (a) drafts and final versions of the Documents; (b) administrative materials prepared by the Arrangers for prospective Lenders (such as a lender meeting invitation, allocations and funding and closing memoranda); and (c) term sheets and notification of any changes in the terms of the Facilities.

3. Information.

The Borrower represents and covenants that (i) all written Information (other than projections and other forward-looking materials and information of a general economic or industry specific nature) provided by or on behalf of the Borrower or any of its representatives to the Initial Financing Parties or the Lenders in connection with the transactions contemplated hereby and by the Credit Agreement is and will be when furnished, when taken as a whole, complete and correct in all material respects and does not and will not contain when furnished, when taken as a whole, any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (in each case after giving effect to all supplements and updates provided thereto); *provided*, that such representation and covenant with respect to the Acquired Business and its representatives is made to the best of the Borrower's knowledge; and (ii) the financial projections and other forward-looking information that have been or will be made available to the Initial Financing Parties or the Lenders by or on behalf of the Borrower in connection with the transactions contemplated hereby and by the Credit Agreement have been and will be prepared in good faith based upon reasonable assumptions that are believed by the preparer thereof to be reasonable at the time such financial projections are furnished to the Initial Financing Parties or the Lenders, it being understood and agreed that projections and other forward-looking information are as to future events and are not to be viewed as facts, are subject to significant uncertainties and contingencies, many of which are out of the control of the Borrower or Acquired Business, that no assurance can be given that any particular projections will be realized and that actual results during the period or periods covered by such projections may differ significantly from the projected results and such differences may be material. You agree that if at any time prior to the later of (i) the Closing Date and (ii) the Syndication Date, you become aware that any of the representations in the preceding sentence would be incorrect in any material respect (to the best of your knowledge insofar as it applies to the information and projections concerning the Acquired Business) if the Information and projections were being furnished, and such representations were being made, at such time, then you will promptly supplement, or cause to be supplemented, the Information and projections so that such representations will be correct in light of the circumstances under which such statements are made (to the best of your knowledge insofar as it applies to information regarding the Acquired Business). In arranging and syndicating the Facilities, we will be entitled to use and rely on the Information and the projections without responsibility for independent verification thereof. We have no obligation to conduct any independent evaluation or appraisal of the assets or liabilities of you, the Acquired Business or any other party or to advise or opine on any related solvency issues.

We reserve the right to employ the services of one or more of our affiliates in providing services contemplated by this Fee and Syndication Letter and to allocate, in whole or in part, to such affiliates certain fees payable to us in such manner as we and our affiliates may agree. You acknowledge that we may, subject to applicable rules and requirements under the Takeover Code, of the Panel or of the Court or any other relevant regulatory body, share with any of our affiliates, and such affiliates may share with us, any information related to the transactions contemplated hereby and by the Credit Agreement, you and your subsidiaries or the Acquired Business or any of the matters contemplated hereby solely for the purpose of providing the services contemplated by this Fee and Syndication Letter.

4. Fees.

As consideration for the Arrangers' agreements to structure, arrange and syndicate the Facilities and the Initial Lenders' Commitments under the Credit Agreement, you agree to pay or cause to be paid to the Arrangers, the following fees:

- (a) non-refundable structuring fees (the "Structuring Fees") solely for the account of each Arranger, in amounts equal to:

- (i) with respect to the Term Loan Facility, 25 basis points on their (or their respective affiliates') aggregate Commitments thereunder on the date hereof (which for purposes hereof, in the case of (x) Barclays, is £175 million and (y) CIBC, is £175 million), which shall be earned and payable on the date hereof;
 - (ii) with respect to the Bond Bridge Facility, 25 basis points on their (or their respective affiliates') aggregate Commitments thereunder on the date hereof (which for purposes hereof, in the case of (x) Barclays, is £198.5 million and (y) CIBC, is £198.5 million), which shall be earned and payable on the date hereof;
 - (iii) with respect to the Equity Bridge A Facility, 20 basis points on their (or their respective affiliates') aggregate Commitments thereunder on the date hereof (which for purposes hereof, in the case of (x) Barclays, is £170.5 million and (y) CIBC, is £170.5 million), which shall be earned and payable on the date hereof; and
 - (iv) with respect to the Equity Bridge B Facility, (A) 20 basis points on their (or their respective affiliates') aggregate Commitments thereunder on the date hereof (which for purposes hereof, in the case of (x) Barclays, is £363.5 million and (y) CIBC, is £363.5 million), which shall be earned and payable on the date hereof; and (B) 10 basis points on their (or their respective affiliates') aggregate amount of outstanding Commitments thereunder on December 4, 2020, which shall be earned and payable on such date;
- (b) non-refundable upfront fees (the "Upfront Fees") for the account of the Arrangers (to be allocated among the Lenders (including the Initial Lenders) ratably based on their final allocated Commitments pursuant to the syndication thereof) in amounts equal to:
- (i) with respect to the Term Loan Facility, (A) 7.5 basis points on the aggregate Commitments thereunder on the date hereof, which shall be earned and payable on the date hereof and (B) 7.5 basis points on the aggregate amount of outstanding Commitments or Advances thereunder on the Closing Date, which shall be earned and payable in the currency of any such Commitments or Advances on such date;
 - (ii) with respect to the Bond Bridge Facility, 12.5 basis points on the aggregate Commitments thereunder on the date hereof, which shall be earned and payable on the date hereof;
 - (iii) with respect to the Equity Bridge A Facility, (A) 12.5 basis points on the aggregate Commitments thereunder on the date hereof, which shall be earned and payable on the date hereof and (B) 25 basis points on the aggregate amount of outstanding Commitments or Advances thereunder on the earlier of (I) the date that is 180 days following the date hereof and (II) the Closing Date, which shall be earned and payable on such earlier date; and

- (iv) with respect to the Equity Bridge B Facility (A) 25 basis points on the aggregate amount of outstanding Commitments thereunder on December 4, 2020, which shall be earned and payable on such date and (B) 25 basis points on the aggregate amount of outstanding Commitments or Advances thereunder on the earlier of (I) the date that is 90 days following the date hereof and (II) the Closing Date, which shall be earned and payable on such earlier date; and
- (c) if and to the extent any Advances are funded, non-refundable funding fees (the “Funding Fees”) for the account of each Lender in amounts equal to:
 - (i) with respect to the Bond Bridge Facility, 50 basis points on the principal amount of the Advances funded by such Lender thereunder on each Drawdown Date, which Funding Fees shall be earned and payable in the currency of each such Advance on each such Drawdown Date; *provided*, however, that the portion of such Funding Fee attributable to the first £104 million of Advances thereunder (to the extent that a corresponding amount of the Commitments thereunder have not previously been reduced by the Borrower’s issuance of preferred shares) shall be earned and payable only to the extent that either (x) such portion of the Advances thereunder remains outstanding on the date that is 10 days after the Closing Date or (y) the Drawdown Date with respect to such portion of the Advances thereunder occurs on or after the date that is 10 days after the Closing Date, in either which case such portion of such Funding Fee shall be earned and payable on such applicable date set forth in clause (x) or (y);
 - (ii) with respect to the Equity Bridge A Facility, 50 basis points on the principal amount of the Advances funded by such Lender thereunder on each Drawdown Date, which Funding Fees shall be earned and payable in the currency of each such Advance on each such Drawdown Date; and
 - (iii) with respect to the Equity Bridge B Facility, 50 basis points on the principal amount of the Advances funded by such Lender thereunder on each Drawdown Date, which Funding Fees shall be earned and payable in the currency of each such Advance on each such Drawdown Date.

You also agree to pay, or cause to be paid, to the Agent for its own account a non-refundable administration fee equal to £55,000 per annum (the “Administrative Agent Fee”), which Administrative Agent Fee shall be earned and payable in advance on the Effective Date and on each anniversary thereof if any Commitments or Advances remain outstanding on such date.

In addition, the Lenders (including the Initial Lenders) shall be paid the other fees specified in the Credit Agreement. You agree that, once paid, the fees or any part thereof payable hereunder shall not be refundable under any circumstances, regardless of whether the transactions or borrowings contemplated by the Credit Agreement are consummated. All fees payable hereunder shall be paid in Sterling (except that (i) the Funding Fees and (ii) the Upfront Fee to the extent payable with respect to Advances under the Term Loan Facility shall in each case be paid in the applicable currency in which the Advances corresponding thereto are made) in immediately available funds and shall be payable without setoff or counterclaim. To the extent that the date specified for the payment of any fee hereunder is not a Business Day, any such fee shall instead be due and payable on the first Business Day following such date.

Notwithstanding anything to the contrary herein, each Arranger shall be permitted to allocate the fees payable to it hereunder for its own account to any Lenders, prospective Lenders or participants or to any of its affiliates as it deems appropriate.

The Borrower also agrees that, if, at any time from the date hereof until the Long-Stop Date, in connection with the Target Acquisition or any similar transaction that results in an acquisition of the Acquired Business or the acquisition of all or a substantial portion of the equity interests or assets of the Acquired Business by the Borrower or any of its Subsidiaries (such transaction, an “Alternate Transaction”), a financial institution other than the Initial Lenders (or their respective affiliates) arranges bank, bridge or similar loan financing (it being understood that the issuance of commercial paper shall not constitute a loan financing for purposes of this paragraph) for the Borrower or its subsidiaries in lieu of the Facilities (such bank, bridge or similar loan financing, the “Alternate Financing”), each Initial Lender will be entitled (to the extent not already paid to it or its affiliate hereunder) to (a) 50% of the Upfront Fees, and (b) 50% of the Funding Fees, in each case payable to it in connection with the Commitments and Advances that would have been payable on the date of the first funding by it (or its affiliate) of its (or such affiliate’s) original Commitment, unless with respect to each Initial Lender (i) such Initial Lender terminates its Commitment prior to the stated termination date thereof, (ii) such Initial Lender has breached its obligation to fund (or states in writing that it does not intend to fund) its Commitment, on the terms and conditions contemplated by the Credit Agreement (as determined in a final, non-appealable judgment of a court of competent jurisdiction), or (iii) in the case of any financing in respect of an Alternate Transaction, such Initial Lender (or its affiliate) was offered a bona fide right of first refusal to arrange the Alternate Financing in the capacities, roles and with the economics contemplated by this Fee and Syndication Letter, and such Initial Lender (or its affiliate) declined such offer.

5. Market Flex.

You hereby agree that either Arranger may, at any time until the earlier of (a) the date that is 60 days following the Closing Date and (b) the date that a Successful Syndication (as defined below) is achieved, after consultation with you and the other Arranger, increase the interest rate margins (and/or ticking fees) under the Facilities (at each level as set forth in the definition of “Applicable Margin” of the Credit Agreement) by no more than ■■■ basis points per annum if either Arranger determines, in its reasonable discretion, that (i) such change is reasonably necessary to achieve or attempt to achieve a Successful Syndication of the Facilities or (ii) a Successful Syndication is not likely to be achieved by the Closing Date. Up to ■■■% of the increased interest rates permitted under the preceding provision may, at the election of either Arranger, alternatively (and without duplication) take the form of additional upfront, funding or duration fees, with all such fees being equated to such interest rates based on an assumed (x) one-year average life with respect to the Bridge Facilities and (y) two-year average life with respect to the Term Loan Facility, and in each case, without any present value discount.

A “Successful Syndication” means a syndication of the Facilities that results in each of the Initial Lenders’ and its affiliates’ aggregate unassigned portion of Commitments or Advances being no greater than (a) in the case of Barclays and its affiliates, ■■■% with respect to the Term Loan Facility and ■■■% with respect to the Bridge Facilities and (b) in the case of CIBC and its affiliates, ■■■% with respect to the Term Loan Facility and ■■■% with respect to the Bridge Facilities, in each case, of the aggregate Commitments or Advances then outstanding as a result of Lenders becoming party to the Credit Agreement.

You agree, subject to any applicable rules and requirements under the Takeover Code, of the Panel or of the Court or any other relevant regulatory body, (i) to execute any amendments to the Credit Agreement to make such changes thereto required by either Arranger as set forth above and (ii) to cooperate reasonably with the Arrangers with respect to any non-material changes to the Credit Agreement which may be

reasonably requested by Lenders in connection with the syndication of the Facilities and which are not related to the certain funds provisions.

6. Indemnification; Fees and Expenses.

You will indemnify and hold harmless each Arranger and each Initial Lender and its Related Parties (each, an “indemnified person”) in accordance with the terms set forth in Section 12.3(2) of the Credit Agreement (as if set forth herein, *mutatis mutandis*). Notwithstanding any other provision of this Fee and Syndication Letter, no indemnified person shall be liable for any special, indirect, consequential or punitive damages in connection with the Fee and Syndication Letter, the Facilities, the use of the proceeds thereof, the transactions contemplated hereby or by the Credit Agreement or any related transaction.

Whether or not the Target Acquisition is consummated or the Facilities is funded, you agree to pay, or reimburse the expenses of each Initial Financing Party in accordance with the terms set forth in Section 12.3(1) of the Credit Agreement (as if set forth herein, *mutatis mutandis*).

7. Assignments; Amendments.

This Fee and Syndication Letter may not be assigned by any party hereto without the prior written consent of each other party hereto (not to be unreasonably withheld) (and any purported assignment without such consent will be null and void), is intended to be solely for the benefit of the parties hereto and, except as set forth above in respect of indemnified persons, is not intended to confer any benefits upon, or create any rights in favour of, any person other than the parties hereto. Each Initial Financing Party may assign its agreements hereunder, in whole or in part, to (i) any of its affiliates or (ii) any other person subject to the consent of the Borrower. This Fee and Syndication Letter may be not amended nor any term or provision hereof waived or otherwise modified except by an instrument in writing signed by each of the parties hereto and any term or provision hereof may be amended or waived only by a written agreement executed and delivered by all parties hereto.

8. Confidentiality.

This Fee and Syndication Letter is delivered to you on the understanding that neither this Fee and Syndication Letter nor any of its terms or substance shall be disclosed, directly or indirectly, to any other person without our prior written approval, except (a) to your and your affiliates’ officers, directors, employees, stockholders, partners, members, accountants, attorneys, agents and advisors who are directly involved in the consideration of this matter (including in connection with providing accounting or tax advice to the Borrower and its affiliates) on a confidential basis, (b) as may be compelled by a court of competent jurisdiction in a judicial or administrative proceeding or as otherwise required by law or requested by a Governmental Authority (in which case you agree to the extent permitted under applicable law, subpoena, order or legal process to inform us as soon as reasonably practicable thereof), (c) in connection with the exercise of remedies hereunder or any suit, action or proceeding relating to this Fee and Syndication Letter or other agreement contemplated hereby or enforcement hereof, (d) you may disclose the aggregate fee amounts contained herein as part of projections, pro forma information or a generic disclosure of aggregate sources and uses related to aggregate compensation amounts related to the transactions contemplated hereby or by the Credit Agreement to the extent customary or required in any marketing materials related to the Facilities or as required in any public filing relating to such transactions, or (e) as required pursuant to the Takeover Code or by the Panel; *provided*, that with respect to this clause (e), you and the Arrangers shall consult with each other prior to any such disclosure with respect to Section 5 hereof.

Each Initial Lender will treat as confidential all confidential information provided to it by or on behalf of the Borrower hereunder in accordance with the terms set forth in Section 14.9 of the Credit Agreement.

9. Absence of Fiduciary Relationship; Affiliates; Etc.

As you know, the Initial Financing Parties (together with their respective affiliates, the “Affiliated Parties”) are full service financial institutions engaged, either directly or through their respective affiliates, in a broad array of activities, including commercial and investment banking, financial advisory, market making and trading, investment management (both public and private investing), investment research, principal investment, financial planning, benefits counseling, risk management, hedging, financing, brokerage and other financial and non-financial activities and services globally. In the ordinary course of their various business activities, the Affiliated Parties and funds or other entities in which the Affiliated Parties invest or with which they co-invest, may at any time purchase, sell, hold or vote long or short positions and investments in securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers. In addition, the Affiliated Parties may at any time communicate independent recommendations and/or publish or express independent research views in respect of such assets, securities or instruments. Any of the aforementioned activities may involve or relate to assets, securities and/or instruments of the Borrower, the Acquired Business and/or other entities and persons which may (i) be involved in transactions arising from or relating to the transactions contemplated by this Fee and Syndication Letter or (ii) have other relationships with the Borrower or its affiliates. In addition, the Affiliated Parties may provide investment banking, commercial banking, underwriting and financial advisory services to such other entities and persons. The transactions contemplated by this Fee and Syndication Letter may have a direct or indirect impact on the investments, securities or instruments referred to in this paragraph, and employees working on the financing contemplated hereby may have been involved in originating certain of such investments and those employees may receive credit internally therefor. Although the Affiliated Parties in the course of such other activities and relationships may acquire information about the transactions contemplated by this Fee and Syndication Letter or other entities and persons which may be the subject of the financing contemplated by this Fee and Syndication Letter, the Affiliated Parties shall have no obligation to disclose such information, or the fact that the Affiliated Parties are in possession of such information, to the Borrower or to use such information on the Borrower’s behalf.

Consistent with the Affiliated Parties’ policies to hold in confidence the affairs of their customers, the Affiliated Parties will not furnish confidential information obtained from you by virtue of the transactions contemplated by this Fee and Syndication Letter to any of their other customers. Furthermore, you acknowledge that neither Affiliated Party nor any of their respective affiliates has an obligation to use in connection with the transactions contemplated by this Fee and Syndication Letter, or to furnish to you, confidential information obtained or that may be obtained by them from any other person.

The Affiliated Parties may have economic interests that conflict with those of the Borrower, its equity holders and/or its affiliates. You agree that each Affiliated Party will act under this Fee and Syndication Letter as an independent contractor and that nothing in this Fee and Syndication Letter or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Affiliated Party and the Borrower, its equity holders or its affiliates. You acknowledge and agree that the transactions contemplated by this Fee and Syndication Letter (including the exercise of rights and remedies hereunder and thereunder) are arm’s-length commercial transactions between the Affiliated Parties, on the one hand, and the Borrower, on the other, and in connection therewith and with the process leading thereto, (i) the Affiliated Parties have not assumed an advisory or fiduciary responsibility in favour of the Borrower, its equity holders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Affiliated Party has advised, is currently advising or will advise the Borrower, its equity holders or its affiliates on other matters) or any other obligation to the Borrower except the obligations expressly set forth in this Fee and Syndication Letter and (ii) each Affiliated Party is acting solely as a principal and not as the agent or fiduciary of the Borrower, its management, equity holders, affiliates,

creditors or any other person. The Borrower acknowledges and agrees that the Borrower has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that any Affiliated Party has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower, in connection with such transactions or the process leading thereto.

As you know, Barclays Capital Canada Inc. has been retained by the Borrower (or one of its affiliates) as financial advisor (in such capacity, the “Financial Advisor”) in connection with the Target Acquisition. You agree to such retention, and further agree not to assert any claim you might allege based on any actual or potential conflicts of interest that might be asserted to arise or result from, on the one hand, the engagement of the Financial Advisor and, on the other hand, our and our affiliates’ respective relationships with you as described and referred to herein. Each of the Initial Lenders acknowledges (i) the retention of the Financial Advisor and (ii) that such relationship does not create any fiduciary duties or fiduciary responsibilities to such Initial Lender on the part of the Arrangers or their respective affiliates.

The Arrangers and/or one or more of their respective affiliates are, or may at any time be a lender under one or more existing credit facilities of the Borrower (and/or of its subsidiaries or the Acquired Business) (in such capacity, an “Existing Lender”). The Borrower further acknowledges and agrees for itself and its subsidiaries that any such Existing Lender (a) will be acting for its own account as principal in connection with such existing credit facilities, (b) will be under no obligation or duty as a result of the Arrangers’ roles in connection with the transactions contemplated by this Fee and Syndication Letter or otherwise to take any action or refrain from taking any action (including with respect to voting for or against any requested amendments), or exercising any rights or remedies, that each Existing Lender may be entitled to take or exercise in respect of such existing credit facilities and (c) may manage its exposure to such existing credit facilities without regard to the Arrangers’ roles hereunder.

In addition, the Arrangers may employ the services of its affiliates in providing services and/or performing its or their obligations hereunder and may exchange with such affiliates information concerning the Borrower, the Acquired Business and other companies that may be the subject of this arrangement, and such affiliates will be entitled to the benefits afforded, and subject to the conditions and obligations imposed upon, to the Arrangers hereunder.

In addition, please note that the Affiliated Parties do not provide accounting, tax or legal advice. Notwithstanding anything herein to the contrary, the Borrower (and each employee, representative or other agent of the Borrower) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the Facilities and all materials of any kind (including opinions or other tax analyses) that are provided to the Borrower relating to such tax treatment and tax structure. However, any information relating to the tax treatment or tax structure will remain subject to the confidentiality provisions hereof (and the foregoing sentence will not apply) to the extent reasonably necessary to enable the parties hereto, their respective affiliates, and their respective affiliates’ directors and employees to comply with applicable securities laws. For this purpose, “tax treatment” means Canadian federal or provincial income tax treatment, and “tax structure” is limited to any facts relevant to the Canadian federal income tax treatment of the transactions contemplated by this Fee and Syndication Letter but does not include information relating to the identity of the parties hereto or any of their respective affiliates.

10. Survival.

The compensation, reimbursement, indemnification, confidentiality, syndication and clear markets provisions contained herein shall remain in full force notwithstanding the termination of this Fee and

Syndication Letter or the Credit Agreement; *provided*, that the syndication and clear markets provisions shall survive only until the Syndication Date.

11. Waiver of Jury Trial; Governing Law; Submission to Jurisdiction.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS FEE AND SYNDICATION LETTER AND THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS FEE AND SYNDICATION LETTER BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. This Fee and Syndication Letter shall be governed by and are to be construed and interpreted in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario. Each of the parties hereto irrevocably and unconditionally submits, for itself and its assets, to the non-exclusive jurisdiction of the courts of the Province of Ontario, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Fee and Syndication Letter, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Fee and Syndication Letter shall affect any right that the Agent or any Lender may otherwise have to bring any action or proceeding relating to this Fee and Syndication Letter against the Borrower in the courts of any jurisdiction.

You hereby irrevocably consent to the service of any and all process in any such action or proceeding to the Borrower at the address provided for such purpose in the Credit Agreement. Nothing in this Section 11 limits the right of any Commitment Party to serve process in any other manner permitted by applicable law.

12. PATRIOT Act.

We hereby notify you that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (October 26, 2001), as amended) (the "PATRIOT Act"), *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (together with the PATRIOT Act, the "AML Legislation") and the Customer Due Diligence Requirements for Financial Institutions issued by the U.S. Department of Treasury Financial Crimes Enforcement Network under the Bank Secrecy Act (such rule published May 11, 2016 and effective May 11, 2018, as amended from time to time, the "Beneficial Ownership Regulation"), the Financing Parties and the other Lenders may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower, and other information that will allow the Financing Parties and the other Lenders to identify the Borrower in accordance with the AML Legislation and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the AML Legislation and the Beneficial Ownership Regulation and is effective for each Financing Party and the other Lenders.

13. Miscellaneous.

This Fee and Syndication Letter may be executed in any number of counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Fee and Syndication Letter by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof. Delivery of an executed signature page of this Fee and Syndication Letter by electronic transmission shall be effective as delivery of a manually executed counterpart hereof. The words “executed,” “signed,” “signature,” and words of like import in this Fee and Syndication Letter shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada or its *Uniform Electronic Evidence Act*, and the *Federal Electronic Signatures in Global and National Commerce Act*, the *New York State Electronic Signatures and Records Act*, or any other similar state laws based on the *Uniform Electronic Transactions Act*, as the case may be. This Fee and Syndication Letter and the Credit Agreement are the only agreements that have been entered into among the parties hereto with respect to the Facilities and set forth the entire understanding of the parties with respect thereto and supersede any prior written or oral agreements among the parties hereto with respect to the Facilities.

[Remainder of page intentionally left blank]

Please confirm that the foregoing is in accordance with your understanding by signing and returning to the Initial Financing Parties the enclosed copy of this Fee and Syndication Letter. We look forward to working with you on this transaction.

Very truly yours,

BARCLAYS BANK PLC

By:



**CANADIAN IMPERIAL BANK OF
COMMERCE**

By:

Name:
Title:

By:

Name:
Title:

Please confirm that the foregoing is in accordance with your understanding by signing and returning to the Initial Financing Parties the enclosed copy of this Fee and Syndication Letter. We look forward to working with you on this transaction.

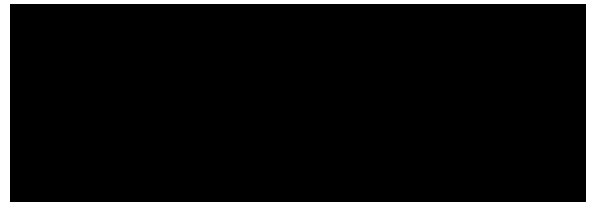
Very truly yours,

BARCLAYS BANK PLC

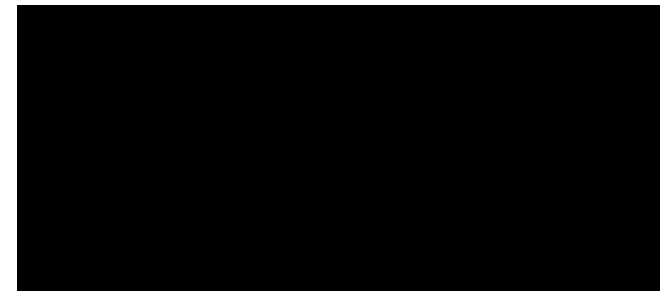
By: _____
Name:
Title:

**CANADIAN IMPERIAL BANK OF
COMMERCE**

By:



By:



ACCEPTED AND AGREED AS OF THE DATE FIRST WRITTEN ABOVE:

By a duly authorised representative for and on behalf of
INTACT FINANCIAL CORPORATION



[Signature Page to Fee and Syndication Letter]