

## SCHEDULE D

### UNIVERSE CORPORATE BOND (UCB) MANDATE

1. **Definitions.** In this schedule
  - (a) **Agreement** means the amended and restated agency agreement dated as of March 1, 2010 between CHUMS Financing Corporation, Local Authority Services Limited and the Eligible Investors, as defined in that agreement, and any schedules attached to it from time to time as that agreement or the schedules may be added, amended, deleted, supplemented, restated, renewed or replaced from time to time; and
  - (b) **Bank Account** means the bank account at the Investor's financial institution authorized by the Investor and accepted by the Agent for use by the Investor in the transfer of funds to invest in accordance with the UCB Mandate.

All other capitalized terms used in this Schedule have the meanings given to them in the Agreement.

2. **Objective.** To seek to provide competitive rates of return by investing in a diversified, conservatively managed portfolio of bonds, debentures, promissory notes or other evidences of indebtedness of corporations, governments or agencies thereof or supranational organizations or agencies thereof, as permitted by applicable regulation from time to time.
3. **Permissible Securities for Investments.** Funds invested in accordance with the UCB Mandate will only be invested in securities that are permitted under the *Municipal Act* and the regulations made under that Act.
4. **Valuation.** Valuations of the investments made in accordance with the UCB Mandate will be performed on a mark-to-market basis net of accrued fees and expenses and in accordance with prudent valuation practices and methods consistent with those followed by investment funds with investment objectives and portfolio holdings similar to the UCB Mandate.
5. **Time of Valuation.** The value of investments made in accordance with the UCB Mandate will be calculated by the Valuator at such time as the Valuator may in its discretion determine on each Banking Day in accordance with the valuation principles set out in paragraph 4.
6. **Minimum Investment.** The minimum investment amount is \$5,000.
7. **Minimum Withdrawal.** The minimum amount for each withdrawal is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the withdrawal is being made including any accrued earnings.
8. **Minimum Transfer.** The minimum amount for each transfer is \$5,000 or, where the balance is less than \$5,000, all remaining funds in the Investor's Investment Account from which the transfer is being made including any accrued earnings.
9. **Earnings Allocation and Distribution.** Subject to Section 5.07 of the Agreement, income on an investment made by an Investor accrues beginning on and including the day immediately following the day on which the Investor's investment is first invested in accordance with the UCB Mandate and ending on and including the day on which invested funds are returned to the Investor. The calculation of investment income of the investments made in accordance with this Mandate and of each Investor's proportional interest in such income will take place after the close of business on each Banking Day. Income will be credited to each Investor's Investment Account

effective on the last calendar day of each month. Income credited to an Investor's Investment Account remains in such account as part of the Investor's investment until all of the Investor's investment is withdrawn. If the Investor is withdrawing all of the remaining funds in the Investor's Investment Account, income will be credited on the Banking Day before the day on which invested funds are returned to the Investor.

10. **Fees and Expenses.**

- (a) **Amount of Fees.** The maximum aggregate fees and expenses payable out of the investments made in accordance with the UCB Mandate to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent will not exceed .45 of one percent, on an annual basis, of the daily balance of the investments made in accordance with the UCB Mandate. Other than those fees and expenses and any amounts payable in the event of default or delay in payment under Section 5.07 of the Agreement, no fees and expenses will be charged by the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel, or Agent. The fees and expenses referred to in this Section 10(a) do not include any fees and expenses charged to the Investor by the Investor's financial institution.
- (b) **Changes to Fees.** The Agent may change the maximum aggregate fees and expenses payable to the Custodian, Valuator, Payment Servicer, Recordkeeper, Investment Counsel and Agent at any time on providing 30 days notice of the effective date of such change to all Investors.

11. **Reporting.** Each Investor investing in accordance with the UCB Mandate will:

- (a) have access to details of each transaction initiated by the Investor before 4:00 p.m. (Toronto time) on any Banking Day by electronic means through a password protected web-site established and maintained by the Agent (the "Agent's Website"), or by such other means as the Agent may choose, on the following Banking Day;
- (b) have access to a monthly history statement for that Investor's Investment Account through the Agent's Website, or by such other means as the Agent may choose, within five Banking Days following the last Banking Day for the month to which the statement applies, showing the Investor's opening and closing positions, all transactions made by the Investor during the month and any earnings credited to it for that month; and
- (c) receive a monthly report from the Agent showing the aggregate performance of the investments made in accordance with the UCB Mandate and such other information about the Investment Program that the Agent deems appropriate for all Investors.

12. **Making an Investment.**

- (a) **Instructions Irrevocable.** Investment instructions made by the Investor are irrevocable and must be issued by the Investor in accordance with the procedure set out in Schedule C.
- (b) **Time of Instructions.** Where investment instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the UCB Mandate on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Payment Servicer to facilitate the transfer of the funds so instructed by the Investor from the Investor's Bank Account to be invested in accordance with the UCB Mandate on the second Banking Day immediately following the day on which the instructions were issued by the Investor. The availability of funds for investment in accordance with the UCB Mandate is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.

13. **Making a Withdrawal.**

- (a) ***Instruction Irrevocable.*** Withdrawal instructions made by the Investor are irrevocable and must be issued in accordance with the procedures set out in Schedule C.
- (b) ***Time of Instructions.*** Where withdrawal instructions are issued by the Investor and received by the Recordkeeper before 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the UCB Mandate to be credited to the Investor's Bank Account on the next Banking Day. Where investment instructions are issued by the Investor and received by the Recordkeeper after 4:00 p.m. (Toronto time) on any Banking Day, the Recordkeeper will instruct the Custodian to effect the transfer of the funds so instructed by the Investor from the UCB Mandate to be credited to the Investor's Bank Account on the second Banking Day immediately following the day on which instructions were issued by the Investor. The availability of funds for credit to Investor's Bank Account is subject to the clearing requirements and practices of the Investor's financial institution and the Payment Servicer.
- (c) ***Limits on Right to make Withdrawals.*** Despite any other provision in the Agreement or this Schedule, the Agent may require an Investor to provide ten Banking Days notice to withdraw funds.

14. **Making a Transfer to Another Investment Mandate of the Investor.**

- (a) ***Instructions Irrevocable.*** Instructions made by the Investor for transfers to another Investment Mandate are irrevocable and must be issued by the Investor in accordance with the procedures set out in Schedule C.
- (b) ***Transfers to Another Investment Mandate.*** If the Investor has issued instructions to transfer funds from investment in the UCB Mandate to another Investment Mandate, such transfer shall be made in accordance with the time restrictions for making withdrawals under this Fund Schedule and the time restrictions for making investments under the Investment Mandate Schedule for the other Investment Mandate. The Recordkeeper, in executing such transfer instructions, will cause such transfers to occur directly between the Investment Mandates and not by way of the Payment Servicer and the Investor's Bank Account(s).