

APPENDIX B

BORROWING NOTICE

To: THE MANITOBA HYDRO-ELECTRIC BOARD (“**Hydro**”)
From: YORK FACTORY FIRST NATION LIMITED PARTNERSHIP (the
“**YFFNLP**”)

This **Borrowing Notice** is delivered to you pursuant to Section 3.1 of the YFFNLP Financing Agreement dated • between the **YFFNLP**, as borrower, and **Hydro**, as lender (the “**YFFNLP Financing Agreement**”). All capitalized terms used in this **Borrowing Notice** and defined in the **YFFNLP Financing Agreement** shall have the meanings defined in the **YFFNLP Financing Agreement**.

1. The **YFFNLP** hereby requests an **Advance** as follows:
 - (a) Date of **Advance**: _____
 - (b) Amount of **Advance**: _____
 - (c) Type of **Advance**: _____
 - (d) Payment Instructions: _____

2. The **YFFNLP** hereby certifies that :
 - (a) all of the representations and warranties of the **YFFNLP** contained in Section 8.1 of the **YFFNLP Financing Agreement** are true and correct in all material respects on and as of the date hereof as though made on and as of the date hereof and except as disclosed in writing to, and accepted in writing by, **Hydro**.

 - (b) all of the covenants of the **YFFNLP** contained in Article 9 of the **YFFNLP Financing Agreement** together with all of the conditions precedent to an **Advance** in Article 7 of the **YFFNLP Financing Agreement** have been complied with or met in all materials respects, except as disclosed in writing to, and accepted in writing by, **Hydro**

- (c) No **Event of Default** has occurred and is continuing on the date hereof nor will any **Event of Default** occur as a result of the aforementioned **Advance**, except as disclosed in writing to, and accepted in writing by **Hydro**.

DATED:

York Factory First Nation
Limited Partnership
by its general partner, ●

Per: _____