

Phone: 403-663-3177
Fax: 403-974-5191

May 7, 2021

Crown Capital Partners Inc.
150 – 9th Avenue SW
Calgary, AB T2P 3H9

Attn: 

Dear Sirs:

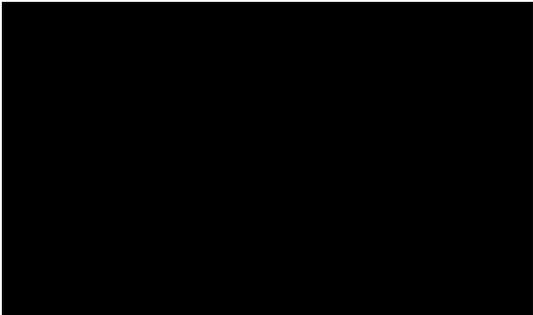
ATB Financial, formerly Alberta Treasury Branches, has approved and offers the credit facilities on the terms and conditions described in the attached Commitment Letter and accompanying schedules (this "**Agreement**") on and subject to the terms and conditions set forth in this Agreement.

You (the "**Borrower**") may accept our offer by returning the enclosed duplicate of this letter, signed as indicated below (whether in original ink, by facsimile or in another electronic format), by 4:00 p.m. on or before May 7, 2021 or our offer will automatically expire. We reserve the right to cancel our offer at any time prior to acceptance.

Thank you for your business.

Yours truly,

ATB FINANCIAL

By: 

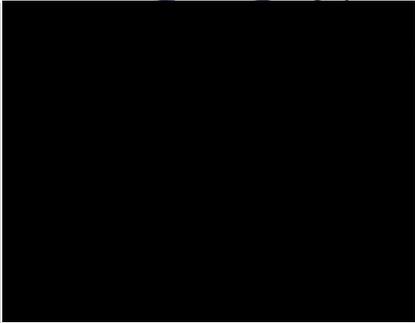
By:

Encl.

Accepted this 7th day of May, 2021

Crown Capital Partners Inc.

Per:



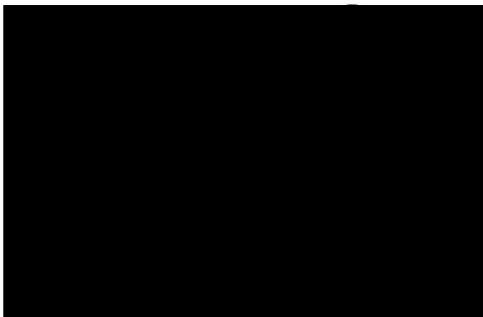
Per:

(We have authority to bind the Borrower)

Each of the undersigned, in their capacity as a Guarantor of Borrower, acknowledges and agrees to the terms of this Agreement as of this 7th day of May, 2021, and acknowledges that Lender has made no representation or warranty of any kind as to the realization on the undersigned's guarantee (or any collateral security therefor) other than as expressly set forth in this Agreement. Each of the undersigned further acknowledges that this Agreement and the documents referred to in this Agreement may be amended, supplemented, restated, modified or renewed without the undersigned's consent and without reducing, restricting or otherwise limiting the undersigned's liability in any way.

Crown Capital Funding Corporation

Per:

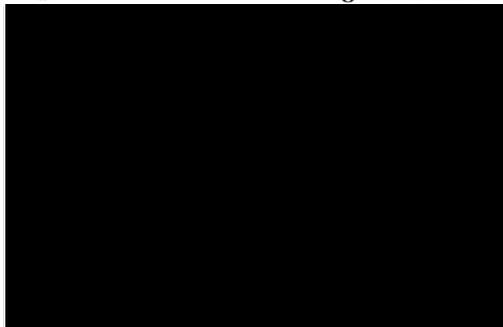


Per:

(We have authority to bind the Guarantor)

Crown Capital Private Credit Management Inc.

Per:



Per:

(We have authority to bind the Guarantor)

Crown Capital Private Credit Fund, LP, by its general partner, Crown Capital Private Credit Management Inc.

Per:

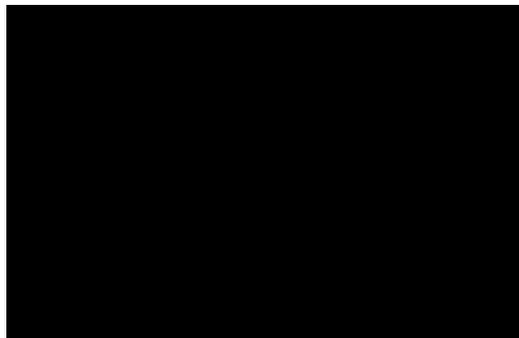


Per:

We have authority to bind the Guarantor)

CPO I Inc.

Per:



Per:

(We have authority to bind the Guarantor)

CPO II Inc.

Per:

Per:

(We have authority to bind the Guarantor)

Crown Operating Partner Services Inc.

Per:

Per:

(We have authority to bind the Guarantor)

MCS Energy 17 Inc.

Per:

Per:

(We have authority to bind the Guarantor)

Community Network Partners Ltd.

Per:

Per:

(We have authority to bind the Guarantor)

WireIE Inc.

Per:

Per:

(We have authority to bind the Guarantor)

PenEquity Development GP Inc.

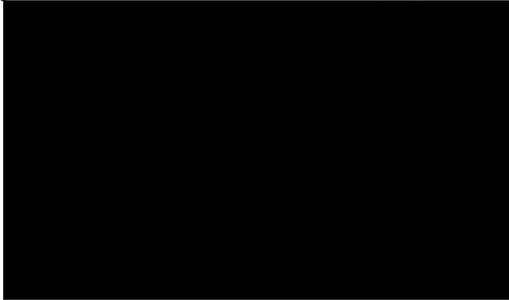
Per:

Per:

(We have authority to bind the Guarantor)

Galaxy Broadband Communications Inc.

Per:

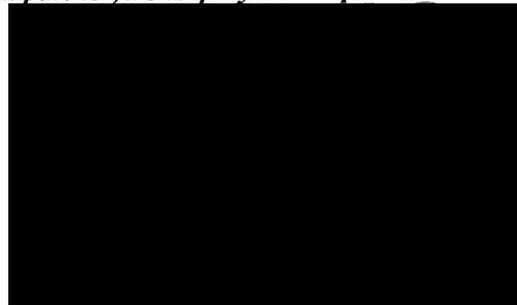


Per:

(We have authority to bind the Guarantor)

***PenEquity Development Limited Partnership, by its
general partner, PenEquity Development GP Inc.***

Per:



Per:

(We have authority to bind the Guarantor)

Penady (Stoney Creek) Ltd.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

(We have authority to bind the Guarantor)

PRC Barrie Corp.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

(We have authority to bind the Guarantor)

Penady (North Barrie) Limited.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

(We have authority to bind the Guarantor)

PRC Stoney Creek Corp.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

(We have authority to bind the Guarantor)

Galaxy Broadband Communications Inc.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

(We have authority to bind the Guarantor)

***PenEquity Development Limited Partnership, by its
general partner, PenEquity Development GP Inc.***

Per: _____

Name:

Title:

Per: _____

Name:

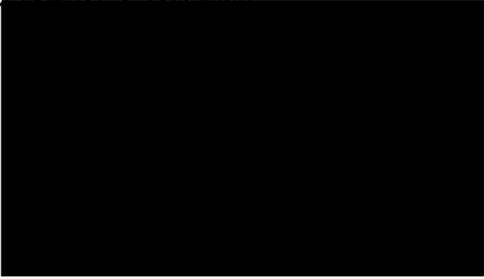
Title:

(We have authority to bind the Guarantor)

Penady (Stoney Creek) Ltd.

Per:

Per:



(We have authority to bind the Guarantor)

PRC Barrie Corp.

Per:

Per:



(We have authority to bind the Guarantor)

Penady (North Barrie) Limited.

Per:

Per:

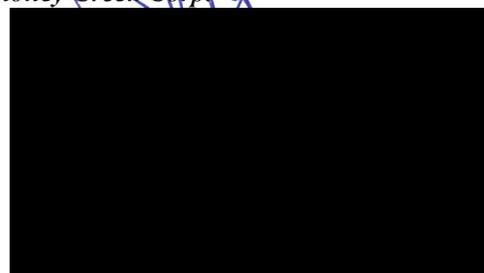


(We have authority to bind the Guarantor)

PRC Stoney Creek Corp.

Per:

Per:



(We have authority to bind the Guarantor)

COMMITMENT LETTER

LENDER: ATB FINANCIAL

BORROWER: CROWN CAPITAL PARTNERS INC.

GUARANTORS: EACH OF THE PARTIES LISTED ON SCHEDULE "E" ATTACHED HERETO, AS SUCH SCHEDULE "E" MAY BE AMENDED, MODIFIED, SUPPLEMENTED, RESTATED OR REPLACED, FROM TIME TO TIME

1) FACILITIES (each referred to as a "Facility")

a) FACILITY #1 - OPERATING LOAN FACILITY (REVOLVER) – \$30,000,000

i) AMOUNT AND TYPE

Facility #1 is available by way of:

- Prime-based loans in Canadian dollars
- Guaranteed Notes in Canadian dollars
- Letters of Credit/Letters of Guarantee (to an aggregate maximum of \$5,000,000) in Canadian dollars

Facility #1 is to be used (i) to pay out in full all indebtedness owing by Borrower to the Agent and the lenders listed in the amended and restated credit agreement dated as of February 5, 2019, as amended by a first amending agreement dated as of July 31, 2019, a second amending agreement dated as of January 26, 2021, and a third amending agreement dated March 15, 2021 (the "**Syndicated Credit Agreement**"), and thereafter, (ii) for the general corporate purposes, Permitted Acquisitions and Permitted Investments of Borrower. For certainty, immediately following the payout and cancellation of the Syndicated Credit Agreement and all indebtedness thereunder, the initial outstanding amount under Facility #1 shall be \$ [REDACTED].

Notwithstanding the foregoing, upon earlier of (i) December 31, 2021 and (ii) the date on which the outstanding Borrowings under Facility #1 fall below \$20,000,000 following the Lender's receipt of full repayment of Facility #2 hereunder, Facility #1 total authorized limit shall be reduced to \$20,000,000.

ii) INTEREST RATE AND PREPAYMENT

Pricing applicable to Facility #1 is as follows:

- Prime-based loans: Interest is payable in Canadian dollars at Prime plus the Applicable Facility #1 Margin per annum
- Guaranteed Notes: Acceptance fee is payable in Canadian dollars at the Applicable Facility #1 Margin per annum
- Letters of Credit/Letters of Guarantee: Fee is payable in Canadian dollars at Letters of Credit/Letters of Guarantee Applicable Facility #1 Margin per annum.
- Fees for non-financial Letters of Credit/Letters of Guarantee will be 66 2/3% of the fees for financial Letters of Credit/Letters of Guarantee.

Non-refundable facility fee calculated at a rate equal to the Applicable Facility #1 Margin is payable monthly in Canadian dollars on the last day of each month, calculated daily on the unused portion of the authorized amount of Facility #1.

The Applicable Facility #1 Margin shall be equal to the percentage rate per annum set out

in the following table opposite the applicable Net Total Debt to Gross EBITDA Ratio for Borrower at the time of determination:

<i>Net Total Debt to Gross EBITDA Ratio</i>	Prime-based loans	Guaranteed Notes	Letters of Credit/Letters of Guarantee	Facility Fee
≤ 1.0 to 1.0	2.75%	3.75%	3.75%	■%
>1.0 to 1.0 but ≤ 2.0 to 1.0	3.00%	4.00%	4.00%	■%
>2.0 to 1.0 but ≤ 3.0 to 1.0	3.25%	4.25%	4.25%	■%
>3.0 to 1.0	3.50%	4.50%	4.50%	■%

The effective date of any change to the Applicable Facility #1 Margin shall be the first day of the fiscal quarter immediately following the last day of the period for which Borrower is required to deliver financial statements under this Agreement. If financial statements are not delivered as required by this Agreement, the Applicable Facility #1 Margin shall immediately be the highest rate applicable, until such time as such financial statements are delivered and the ratio is re-determined. If the Applicable Facility #1 Margin changes during the term of any Guaranteed Note, the acceptance fee paid shall be adjusted to reflect the Applicable Facility #1 Margin for the remaining term, and the parties shall forthwith make whatever payments are necessary to reflect such adjustment.

Facility #1 may be prepaid in whole or in part at any time (subject to the notice periods provided in this Agreement) without penalty, except that Guaranteed Notes cannot be prepaid prior to their maturity.

Applicable Facility #1 Margin and interest rates which would be otherwise applicable shall increase by ■ bps upon the occurrence of and during continuance of an Event of Default.

iii) **REPAYMENT; VOLUNTARY PREPAYMENT AND CANCELLATION:**

Facility #1 is a committed term facility, as detailed in this Agreement.

The "**Facility #1 Maturity Date**" is the date on the third (3rd) anniversary of the Closing Date, subject to extension as provided in this Agreement.

During the Revolving Period (defined below), Facility #1 may revolve in multiples as permitted by this Agreement, and Borrower may borrow, repay, reborrow and convert between types of Borrowings, up to the amount and subject to the notice periods provided in this Agreement, with the balance of all amounts owing under Facility #1 being due and payable on the Facility #1 Maturity Date. Except where the Facility #1 Maturity Date has been extended in accordance with the provisions below, on and after the Facility #1 Maturity Date, the pricing applicable to all types of Borrowings hereunder shall increase by ■% per annum.

The period of time from the effective date hereof until the Facility #1 Maturity Date is the "**Revolving Period**".

Borrower may, once in each calendar year, request an extension of the Facility #1

Maturity Date by sending Lender a written request for extension by one or more years (or any portion thereof) in the form attached as Schedule "B", and Lender may in its sole discretion agree to provide such extension, provided that: (a) such extension request is made during the six month period after the annual audited financial statement of the Borrower are delivered to the Lender pursuant to Section 9 hereof; and (b) an Event of Default does not exist, unless the Lender has waived such Event of Default in writing. Lender shall advise Borrower of its decision regarding the extension by no later than 60 days prior to the then current Facility #1 Maturity Date.

Subject to this paragraph, the Borrower may from time to time, without premium or penalty, prepay Borrowings under Facility #1 by making deposits to the Borrower's account, provided that:

- (a) Guaranteed Notes may not be prepaid prior to their respective maturity dates; and
- (b) repayments of Prime-based loans in Canadian dollars may be made at any time without notice and each such repayment shall be in a minimum amount of \$500,000 and in whole multiples of \$100,000 thereafter.

b) FACILITY #2 – NON-REVOLVING REDUCING FACILITY – \$8,000,000

i) AMOUNT AND TYPE

Facility #2 is available by way of Prime-based loans in Canadian dollars

Facility #2 is to be used for by Borrower for Permitted Acquisitions, Permitted Investments and Share Repurchases.

Facility #2 is available by way of multiple draws on or before the date that is ninety (90) days from the Closing Date, subject to the notice periods provided in this Agreement. Any amount not drawn down on or before that date will be cancelled and no longer available to Borrower.

Facility #2 is non-revolving. Amounts repaid may not be reborrowed.

ii) INTEREST RATES AND PREPAYMENT

Pricing applicable to Facility #2 is as follows:

- Prime-based loans: Interest is payable in Canadian dollars at Prime plus ■■■ % per annum

Facility #2 may be prepaid in whole or in part at any time (subject to the notice periods provided in this Agreement) without penalty.

iii) REPAYMENT

Facility #2 is a committed term facility, as detailed in this Agreement.

Facility #2 is payable in full on December 31, 2021.

c) FACILITY #3 – LETTER OF CREDIT FACILITY – \$3,500,000

i) AMOUNT AND TYPE

Facility #3 is available by way of Letters of Credit/Letters of Guarantee (to an aggregate

maximum of \$3,500,000) in Canadian dollars.

Facility #3 is to be used by Borrower to provide Letters of Credit related to PenEquity LP and its Subsidiaries including, without limitation, the Barrie Guarantors and the Stoney Creek Guarantors.

Facility #3 is available by single draw, subject to the notice periods provided in this Agreement.

Facility #3 is non-revolving. Amounts repaid may not be reborrowed.

ii) **INTEREST RATES AND PREPAYMENT**

Pricing applicable to Facility #3 is as follows:

- Letters of Credit/Letters of Guarantee: Fee is payable in Canadian dollars at [REDACTED] % per annum.

Facility #3 may be prepaid in whole or in part at any time (subject to the notice periods provided in this Agreement) without penalty.

iii) **REPAYMENT**

Facility #3 is a committed term facility, as detailed in this Agreement.

Facility #3 is payable in full on the date that is the third (3rd) anniversary of the Closing Date.

d) **OTHER FACILITIES – CASH MANAGEMENT, FOREIGN EXCHANGE, INTEREST RATE AND COMMODITY DERIVATIVES**

At Borrower's request, Lender may enter into cash management contracts and Swaps in compliance with the provisions in this Agreement with Borrower from time to time. Lender makes no commitment to enter into any such contract or Swap and may at any time in its sole discretion decline to enter into any such contract or Swap.

2) **MANDATORY REPAYMENTS**

Borrower shall pay to Lender for application against the outstanding Borrowings under the Facilities within five (5) days of receipt of the net proceeds referenced below:

- (a) upon receipt of any net capital contributions from the CCPF Winddown (collectively, the "**Winddown Proceeds**"), all such Winddown Proceeds shall be used, in the inverse order of maturity, (i) first to fully repay the Borrowings under Facility #2, and then (ii) to repay the Borrowings under Facility #1;
- (b) 100% of the net cash proceeds of any Loan Party from all property and casualty claims received by such Loan Party relating to any property in which the Lender has a security interest to be used in the inverse order of maturity, (i) first to repay the Borrowings under Facility #2, and then (ii) to repay the Borrowings under Facility #1; provided however, such repayment shall not be required if such proceeds are reinvested by such Loan Party in replacement or similar assets within 90 days after the receipt of such proceeds on terms and conditions reasonably satisfactory to Lender;
- (c) 100% of the net cash proceeds of Borrower or any Loan Party from the sale of units held by such party in CCPFLP to be used, (i) first to repay the Borrowings under Facility #2, and then

- (ii) to repay the Borrowings under Facility #1; and
- (d) 100% of the net proceeds from any incurrence of Funded Debt (excluding Permitted Debt) to be used in the inverse order of maturity, (i) first to repay the Borrowings under Facility #2, and then (ii) to repay the Borrowings under Facility #1.

3) FEES

- (a) Non-refundable one-time commitment fee of [REDACTED] bps ([REDACTED] bps per annum) on the total Facility #1 authorized limit is payable on acceptance of this offer whether or not any Borrowing is extended (which the parties acknowledge and agree equals [REDACTED]).
- (b) Non-refundable one-time commitment fee of [REDACTED] bps on the total of Facility #2 and Facility #3 authorized limits is payable on acceptance of this offer whether or not any Borrowing is extended.
- (c) A [REDACTED] issuance fee is payable for each Borrowing by way of Guaranteed Notes.
- (d) Extension of the Facility #1 Maturity Dates may be subject to an extension fee payable on the extension date of Facility #1 Maturity Date in the Lender's sole discretion. For certainty, extension fee shall be confirmed with Borrower prior to Lender granting such extension.
- (e) Established credit facilities may be subject to a fee where Lender in its sole discretion permits excess Borrowings, if any. For certainty, fee shall be confirmed with Borrower prior to Lender permitting excess Borrowings.
- (f) For reports or statements not received within the stipulated periods (and without limiting Lender's rights by virtue of such default), Borrower will be subject to a fee of [REDACTED] per month for each late reporting occurrence.
- (g) Lender is hereby authorized to debit Borrower's current account for any unpaid portion of any fees due under this Agreement.

4) SECURITY DOCUMENTS

All security documents (whether held or later delivered) (collectively, the "**Security Documents**") shall secure all Facilities and all other obligations of Borrower to Lender (whether present or future, direct or indirect, contingent or matured). As of the Closing Date, the parties acknowledge that the Existing Security has been assigned to Lender pursuant to a confirmation, assignment and acknowledgement agreement dated as of the date hereof among the Agent, Borrower and Lender (the "**Security Assignment**"), and such Existing Security is currently held by Lender as Security Documents hereunder.

The Loan Parties hereby acknowledge and agree that, notwithstanding anything contained in this Agreement, each of the Existing Security granted by the Loan Parties for the benefit of the Agent in connection with the Syndicated Credit Agreement continues in full force and effect, without in any way impairing or derogating from any of the mortgages, pledges, charges, assignments, security interests and covenants therein contained or thereby constituted, as continuing security for all indebtedness, liabilities and obligations of Borrower to Lender howsoever arising or incurred, including, without limitation, in connection with this Agreement (but excluding any indebtedness, liabilities and obligations of the Agent (as defined under the CCPFLP Credit Agreement)). The Loan Parties acknowledge and agree that Lender is relying on this Section 4 in connection with its commitments under this Agreement and further acknowledges and agrees that references in the Existing Security to the "Loan Agreement" or the "Credit Agreement" (as applicable) shall include

this Agreement, as the same may be amended, modified, supplemented, restated or replaced, from time to time, and the other documents, instruments and agreements entered into pursuant thereto.

The additional Security Documents required at this time, and which Borrower and the Loan Parties shall execute and deliver to Lender in accordance with Section 6 hereof, are as follows (collectively, the "**New Security Documents**"):

- (a) Amended and Restated General Security Agreement from Borrower which amends and restates the existing General Security Agreement granted by the Borrower under the Existing Security;
- (b) Amended and Restated Pledge Agreements from Borrower which amend and restate each of the existing Pledge Agreements granted by the Borrower under the Existing Security;
- (c) Amended and Restated Assignment of Management Agreements from Borrower which amends and restates the existing Assignment of Management Agreements granted by the Borrower under the Existing Security;
- (d) Amended and Restated Guarantee from each of the Guarantors (other than COPSI) which amends and restates the existing Guarantee granted by such Guarantor under the Existing Security;
- (e) Amended and Restated General Security Agreement from each of the Guarantors (other than COPSI, the Stoney Creek Guarantors and the Barrie Guarantors) which amends and restates the existing General Security Agreement granted by such Guarantor under the Existing Security;
- (f) Amended and Restated Pledge Agreement from CCFC which amends and restates the existing Pledge Agreement granted by CCFC under the Existing Security;
- (g) Amended and Restated Pledge Agreement from CCPCM which amends and restates the existing Pledge Agreement granted by CCPCM under the Existing Security;
- (h) Amended and Restated Pledge Agreement from CCPCLP, by its general partner CCPCM, which amends and restates the existing Pledge Agreement granted by CCPCLP, by its general partner CCPCM, under the Existing Security;
- (i) Amended and Restated Pledge Agreement from CPO II which amends and restates the existing Pledge Agreement granted by CPO II under the Existing Security;
- (j) Amended and Restated Pledge Agreement from PenEquity GP which amends and restates the existing Pledge Agreement granted by PenEquity GP under the Existing Security;
- (k) Amended and Restated Assignment of Partnership Agreement from PenEquity GP which amends and restates the existing Assignment of Partnership Agreement granted by PenEquity GP under the Existing Security;
- (l) Amended and Restated Assignment of Partnership Agreement from CCPCM which amends and restates the existing Assignment of Partnership Agreement granted by CCPCM under the Existing Security;
- (m) Amended and Restated Assignment of Credit Agreements from CCPCLP, by its general partner, CCPCM which amends and restates the existing Assignment of Credit Agreements from CCPCLP, by its general partner, CCPCM, under the Existing Security;

- (n) Unlimited Liability Guarantee from COPSI;
- (o) General Security Agreement from COPSI providing a security interest over all present and after acquired personal property and a floating charge on all lands;
- (p) Pledge Agreement from COPSI in respect of shares, units or interests held by COPSI;
- (q) Amended and Restated Subordination Agreement among the Borrower, Lender and TSX Trust Company, as trustee for the debenture holders of the Debentures which amends and restates the existing Subordination Agreement among the Borrower, the Agent and TSX Trust Company, as trustee for the debenture holders of the Debentures (the "**Debenture Subordination**");
- (r) Amended and Restated Subordination Agreement among the Borrower, Lender and the Agent (as defined under the CCPFLP Credit Agreement) which amends and restates the existing Subordination Agreement among the Borrower, the Agent and the Agent (as defined under the CCPFLP Credit Agreement) (the "**CCPFLP CA Subordination**"); and
- (s) such other Security Documents as the Lender may reasonably require.

The Security Documents are to be registered, filed or recorded, as the case may be, by Lender in each Relevant Jurisdiction.

Within 45 days of a Subsidiary becoming a new Material Subsidiary and if such Material Subsidiary is not an Excluded Subsidiary, Borrower shall cause to be executed and delivered to the Lender by each such new Material Subsidiary and any applicable Loan Party, the Security Documents required by the Lender in accordance with Section 7(o) hereof, acting reasonably, together with such other documents, certificates and opinions as the Lender may reasonably request. For certainty, any new Material Subsidiary which is precluded by restrictions imposed by third parties in bona fide negotiated contracts from providing security in respect of its guarantee of obligations under the Facilities shall remain a Guarantor under this Agreement, but not otherwise be required to provide security in respect to such guarantee for so long as such bona fide restriction(s) remains applicable.

Within 45 days of any Subsidiary becoming a Non-Wholly Subsidiary, Borrower shall cause to be executed and delivered to the Lender an amendment or supplement to securities pledge agreement from the applicable Loan Party pledging the securities of such Non-Wholly Subsidiary held by such Loan Party, together with such other documents, certificates and opinions as the Lender may reasonably request.

5) **CONDITIONS PRECEDENT**

It is a condition precedent to each advance under this Agreement that, at the time of such advance, all representations and warranties in this Agreement must be true and correct in all material respects as if made on such date, and there must be no default under any Loan Document.

In addition, no Facilities will be available until the following conditions precedent have been satisfied, unless waived by Lender or otherwise satisfied as a condition subsequent pursuant to Section 6:

- (a) Lender has received the Security Assignment, all Security Documents (other than the New Security Documents) and all registrations and filings have been completed in Alberta and each other Relevant Jurisdictions, in all cases in form and substance satisfactory to Lender;
- (b) Lender has received confirmation of concurrent payout and cancellation of all Indebtedness,

- except Permitted Debt, including without limitation, all Indebtedness pursuant to the Syndicated Credit Agreement;
- (c) Lender has received evidence of the receipt by each Loan Party of all necessary consents and approvals required from any governmental authority or any other Person for the entry into, execution and delivery of the Loan Documents and the performance of its obligations under the Loan Documents;
 - (d) The Borrower has provided to Lender all duly enacted corporate resolutions authorizing the execution, delivery and performance of the Loan Documents;
 - (e) Lender has not received written notice of any execution, lien, trust, charge or encumbrance affecting the assets charged by the security created by the Security Documents (other than Permitted Encumbrances);
 - (f) Lender has received a satisfactory certificate of insurance issued by Borrower's insurance broker in respect of all policies required to be maintained by Borrower (or to be maintained upon the acquisition of the applicable assets) which are to name Lender as first loss payee under all property damage policies and additional insured, as its interest may appear, in respect of all liability policies;
 - (g) Borrower has provided Lender with a list of all existing Material Contracts, as well as certified copies of all Material Contracts it may request from that list. Lender will be satisfied that all Material Contracts are in full force and effect and that no Loan Party is in default under any of them;
 - (h) All security interests charging any asset of a Loan Party have been discharged, other than security interests in favour of Lender and Permitted Encumbrances;
 - (i) Lender has received from Borrower an executed Compliance Certificate confirming that Borrower is in compliance with all the terms and conditions of this Agreement prior to initial drawdown and that all representations and warranties continue to be true and correct in every material respect prior to initial drawdown;
 - (j) Borrower has executed and delivered all of Lender's standard form account opening documentation required to establish current accounts and all documentation necessary to comply with applicable AML Laws, "know your client" and domestic and foreign tax laws including applicable Foreign Account Tax Compliance Act documentation;
 - (k) Lender has received payment of all fees due in respect of this Agreement;
 - (l) Lender is satisfied as to:
 - i) the value of each Loan Party's assets and financial condition;
 - ii) each Loan Party's ability to carry on business and repay any amount owed to Lender from time to time; and
 - iii) each Loan Party's organizational and capital structure including Subsidiaries, affiliates and ownership, whether direct or indirect;
 - (m) Lender has received the authorizations and supporting documents set out in Section 12 of this Agreement; and

- (n) Lender has received any other documents as Lender has reasonably requested.

The above conditions are inserted for the sole benefit of Lender, and may be waived by Lender in whole or in part (with or without terms or conditions) in respect of any particular Borrowing, provided that any waiver shall not be binding unless given in writing and shall not derogate from the right of Lender to insist on the satisfaction of such waived condition in future.

6) CONDITIONS SUBSEQUENT

Borrower covenants with Lender that so long as it is indebted or otherwise obligated (contingently or otherwise) to Lender, within 30 days of the Closing Date, it will deliver to Lender, each in full force and effect and in form and substance satisfactory to Lender and Lender's counsel, each acting reasonably, the following:

- (a) all the New Security Documents;
- (b) the Loan Parties have provided to Lender all duly enacted corporate resolutions authorizing the execution, delivery and performance of the Loan Documents, an officer's certified copy of its governing documents, and a certificate of incumbency; and
- (c) Lender has received a satisfactory legal opinion from counsel to the Loan Parties addressing:
- i. the due authorization, execution, delivery and enforceability of the Loan Documents; and
 - ii. any other matters that may be reasonably requested by Lender.

If any such condition subsequent is to be satisfied by a Restricted Subsidiary, Borrower also covenants with Lender to cause such Restricted Subsidiary to satisfy such condition subsequent.

7) POSITIVE COVENANTS

Each Loan Party covenants with Lender that, it will do and perform the following covenants (to the extent applicable to it). If any such covenant is to be done or performed by a Restricted Subsidiary, Borrower also covenants with Lender to cause such Restricted Subsidiary to do or perform such covenant.

- (a) Borrower will pay to Lender when due all amounts (whether principal, interest or other sums) owing by it to Lender from time to time;
- (b) Borrower will ensure that at least 95% of its Net Tangible Total Assets and/or 95% of its Gross EBITDA are held or earned, as applicable, by the Loan Parties and the Restricted Subsidiaries;
- (c) Borrower will use the proceeds of the Facilities only for the purposes as set out in this Agreement or as otherwise approved by Lender;
- (d) Each Loan Party and Restricted Subsidiary will maintain its valid existence as a corporation or partnership, as the case may be, and in all material respects, will maintain all licenses and authorizations required from regulatory or governmental authorities or agencies to permit it to carry on its business, including, without limitation, any licenses, certificates, permits and consents for the protection of the environment;
- (e) Each Loan Party and Restricted Subsidiary will maintain its books of account and records

relative to the operation of its business and financial condition in accordance with GAAP;

- (f) Each Loan Party and Restricted Subsidiary will maintain and defend title to all of its property and assets, will maintain, repair and keep in good working order and condition all of its material property and assets, reasonable wear and tear excepted, and will continuously carry on and conduct its business in a proper, efficient and businesslike manner;
- (g) Each Loan Party will maintain types and amounts of insurance satisfactory to Lender, acting reasonably, with Lender shown as first loss payee (other than the Stoney Creek Guarantors and the Barrie Guarantors) on any property insurance covering any assets on which Lender has security and additional insured, as its interest may appear, on all liability insurance, and promptly advise Lender in writing of any significant loss or damage to its property, and each Loan Party will provide evidence of insurance to Lender:
 - i) in situations where Lender has taken a fixed charge on an asset or property whether on real property or personal property; and
 - ii) in all other situations, on request.

Lender reserves the right to conduct an independent review of any Loan Party's insurance coverage, at the reasonable expense of Borrower, provided that such right shall be exercised in a reasonable manner;

- (h) Each Loan Party will permit Lender, by its officers or authorized representatives at any reasonable time and on reasonable prior notice, to enter its premises and to inspect its real and personal property, and to examine and copy all of its relevant books of accounts and records; provided Lender shall not exercise the forgoing right in a manner which unreasonably interferes with the operations of such Loan Party;
- (i) Each Loan Party will, in all material respects, remit all sums when due to tax and other governmental authorities (including, without limitation, any sums in respect of employees and GST), and upon request, will provide Lender with such information and documentation in respect thereof as Lender may reasonably require from time to time; provided that it shall not be required to pay or discharge or cause to be paid or discharged any such amount so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings and an adequate reserve in account with GAAP has been established in its books and records;
- (j) Each Loan Party will comply in all material respects with all Applicable Laws, including without limitation, environmental laws;
- (k) Borrower will promptly advise Lender in writing, giving reasonable details, of:
 - i) the discovery of any contaminant or any spill, discharge or release of a contaminant into the environment from or upon any property of a Loan Party which would reasonably be expected to have a Material Adverse Effect;
 - ii) any event which constitutes, or which with notice, lapse of time or both, would constitute a breach of any provision hereof or an Event of Default;
 - iii) each event which has or is reasonably expected to have a Material Adverse Effect;
 - iv) any Material Adverse Change regarding any Loan Party, or of any material loss, destruction or damage to its properties and assets; and

- v) the opening or establishment of an account, or decision to make use of an existing account, with another financial institution through which Borrower intends to conduct its primary banking operations;
- (l) Each Loan Party shall deliver forthwith to Lender any financial statements and other information as required in this Agreement;
- (m) Each Loan Party will fully pay its respective monetary obligations when due and perform its respective obligations under all leases and agreements relating to each leased location of any material asset charged by the Security Documents, provided that it shall not be required to pay or discharge or cause to be paid or discharged any such amount so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings and an adequate reserve in account with GAAP has been established in its books and records;
- (n) Each Loan Party will follow all policies and procedures, if any, designed to promote compliance by such Loan Party, its Subsidiaries, and their respective directors, officers, employees and agents with all applicable Sanctions, AML Laws and Anti-Corruption Laws; and
- (o) within 45 days of a Subsidiary becoming a new Material Subsidiary and if such Material Subsidiary is not an Excluded Subsidiary, Borrower shall cause to be executed and delivered to the Lender by each such new Material Subsidiary and any applicable Loan Party (i) an unlimited liability guarantee of the Facilities, (ii) a general security agreement, (iii) a securities pledge agreement, (iv) an amendment or supplement to securities pledge agreement from the applicable Loan Party pledging the securities of such Material Subsidiary held by such Loan Party and (v) any other the Security Document required by the Lender, acting reasonably, together with such other documents, certificates and opinions as the Lender may reasonably request. For certainty, any new Material Subsidiary which is precluded by restrictions imposed by third parties in bona fide negotiated contracts from providing security in respect of its guarantee of obligations under the Facilities shall remain a Guarantor under this Agreement, but not otherwise be required to provide Security Documents (ii) and (iii) under this Section 7(o) in respect to such guarantee for so long as such bona fide restriction(s) remains applicable).

8) NEGATIVE COVENANTS

Each Loan Party covenants with Lender that it will not do any of the following without the prior written consent of Lender. If a Restricted Subsidiary is not to do an act, Borrower also covenants with Lender not to permit such Restricted Subsidiary to do such act.

- (a) A Loan Party will not create or permit to exist any mortgage, charge, lien, encumbrance or other security interest on any of its present or future assets, other than Permitted Encumbrances;
- (b) A Loan Party will not create, incur, assume or allow to exist any Indebtedness other than:
 - i) Permitted Debt;
 - ii) trade payables incurred in the ordinary course of business;
 - iii) any Indebtedness owing to another Loan Party (but only if that Loan Party has provided the Security Documents required by Lender);
 - iv) any Indebtedness secured by a Permitted Encumbrance;

- v) any unsecured advances from affiliates/shareholders which are postponed in all respects to the Facilities; and
- vi) any Indebtedness owing to Lender;
- (c) A Loan Party will not sell, assign, transfer, convey, lease (as lessor), contribute or otherwise dispose of, or grant options, warrants or other rights with respect to any assets except:
 - i) inventory sold, leased or disposed of in the ordinary course of business,
 - ii) obsolete equipment which is being replaced with equipment of an equivalent value,
 - iii) assets sold, leased or disposed of to another Loan Party (but only if that Loan Party has provided the Security Documents required by Lender), and
 - iv) Permitted Dispositions;
- (d) A Loan Party will not provide financial assistance (by means of a loan, guarantee or otherwise) to any Person other than (i) as permitted under clause (b) above, (ii) in the ordinary course of business, including the making of Permitted Investments, and (iii) loans made to senior officers of the Borrower pursuant to the Borrower's executive share purchase program;
- (e) A Loan Party will not pay any amount to or for the benefit of shareholders or Persons associated with shareholders (within the meaning of the *Business Corporations Act* (Alberta)) or make any Distributions, whether by way of salaries, bonuses, dividends, management fees, repayment of loans or otherwise, other than Permitted Distributions;
- (f) A Loan Party will not reduce its capital or redeem, purchase or otherwise acquire, retire or pay off any of its present or future share capital other than in connection with: (i) a long term incentive program for employees in an aggregate amount not to exceed \$1,000,000 annually; or (ii) in the case of the Borrower only, (A) a dividend reinvestment program, (B) a normal course issuer bid, or (C) Share Repurchases;
- (g) A Loan Party will not amalgamate, consolidate, or merge with any Person other than a Loan Party and then only if no default or Event of Default is then in existence under this Agreement or would thereafter be in existence;
- (h) Other than CCPFLP or as a result of the PEGI Call Option, Borrower shall not reduce its direct or indirect ownership of any Restricted Subsidiaries by more than ten percent (10%) as the result of earn-out provisions, management purchase agreements or pursuant to long-term incentive programs associated with such Restricted Subsidiary;
- (i) A Loan Party will not consent to or facilitate a Change of Control other than as consented to in writing by Lender, acting reasonably;
- (j) A Loan Party will not acquire any assets in, or move or allow any of its assets to be moved to, a jurisdiction where Lender has not registered or perfected the Security Documents;
- (k) A Loan Party will not change the present nature of its business in any material respect;
- (l) A Loan Party will not enter into any Swap outside the ordinary course of its business or for speculative purposes (determined, where relevant, by reference to GAAP); provided that, without limiting the generality of the foregoing, the following shall be deemed to be Swaps

entered into outside of the ordinary course of business or entered into for speculative purposes:

- i) any Interest Swap if the Equivalent Amount in Canadian Dollars of the notional amount of indebtedness under such Interest Swap together with the Equivalent Amount in Canadian Dollars of the notional amount of all other Interest Swaps then in effect in respect of the Loan Parties exceeds the underlying exposure to the risk hedged or sought to be hedged by such Interest Swap at the time such Interest Swap is entered into;
 - ii) any Commodity Swap if the term of such Commodity Swap exceeds three years;
 - iii) any Currency Swap if the aggregate amount hedged under all Currency Swaps at the time any such Currency Swap is entered into exceeds the Loan Parties' U.S. Dollar underlying exposure, whether direct or indirect, to the risk hedged or sought to be hedged by such Currency Swap at the time such Currency Swap is entered into;
 - iv) any Interest Swap or Currency Swap having a term from its inception to maturity exceeding three years; and
 - v) any Swap in respect of which a security interest or lien is granted, except for Permitted Encumbrances;
- (m) A Loan Party will not, in any material respects, allow any pollutant (including any pollutant now on, under or about such land) to be placed, handled, stored, disposed of or released on, under or about any of its lands unless done in the normal course of its business and then only as long as it complies with all Applicable Laws including without limitation, environmental laws, in placing, handling, storing, transporting, disposing of or otherwise dealing with such pollutant;
- (n) Borrower will not utilize Borrowings to finance an unsolicited acquisition of more than 10% of the aggregate outstanding securities of any entity that is publicly traded, or the facilitation, assistance or participation in an acquisition of such securities, where the board of directors or like body of such entity, or the holders of all of the securities of such entity, have not approved, accepted or recommended to its securityholders acceptance of such acquisition;
- (o) Except to another Loan Party, a Loan Party will not make any payments of principal, interest, fees or costs on account of any Subordinated Debt prior to the permanent repayment in full of the Borrowings;
- (p) A Loan Party will not enter into any material transaction with its Subsidiaries or affiliates (other than with another Loan Party) for goods or services unless entered into on commercially reasonable terms;
- (q) Subject to Sections 7(b) and 7(o) hereof, a Loan Party will not, directly or indirectly:
- i) acquire or form any Subsidiary or become a partner in any partnership or a participant in any joint venture without ensuring that, if required pursuant to Section 7(o), such Subsidiary, partnership or joint venture concurrently provides an unlimited and unconditional guarantee of the Facilities and security charging all of its present and after-acquired assets, together with a satisfactory opinion of its counsel as to the enforceability of that guarantee and security; or
 - ii) other than a Permitted Acquisition, Permitted Investment, or the formation of a

Subsidiary in accordance with this Agreement, make any equity investment in, or purchase or otherwise acquire or hold any equity securities of, any other Person;

- (r) No part of the proceeds of the Facilities will be used, directly or indirectly:
 - i) in any manner that would result in a violation of any Sanction; or
 - ii) in violation of any applicable AML Laws or Anti-Corruption Laws;
- (s) A Loan Party will not use the proceeds (or permit any other Subsidiary to use the proceeds) of any Borrowing to accumulate or maintain cash or cash equivalents in one or more depository or investment accounts maintained by the Loan Party in an amount, in the aggregate between all such parties, greater than \$5,000,000 (or the equivalent amount in any other currency), but excluding therefrom cash or cash equivalents accumulated or maintained therein for a specified business purpose (other than simply accumulating a cash reserve), and, for certainty, the Lender may refuse to make any requested advance which the Lender, acting reasonably, determines would result in a contravention of this Section 8(s);
- (t) A Loan Party will not acquire or at any time directly or indirectly own, lease, operate or otherwise conduct any business relating to Cryptocurrency Assets;
- (u) A Loan Party or a Subsidiary shall not create, acquire or suffer to exist any Subsidiary that is not a Material Subsidiary if it would result in a violation of Sections 7(b) or 7(o) hereof;
- (v) a Loan Party will not complete any Acquisition, other than a Permitted Acquisition; and
- (w) other than in connection with the CCPF Reorganization, a Loan Party shall not, and shall ensure that each other Loan Party shall not, permit any changes, amendments or modifications to, or waivers of, the limited partnership agreements governing Crown Funds or to the Management Agreements which could reasonably be expected to have a Material Adverse Effect;

9) REPORTING COVENANTS

Borrower will provide to Lender:

- (a) within 120 days after the end of each of its Fiscal Years:
 - i) annual financial statements of Borrower on an audited and consolidated basis prepared by a firm of qualified accountants.
 - ii) a Compliance Certificate in the form attached hereto as Schedule "A";
 - iii) a schedule of Net Cash with approved deposit accounts of the Borrower and Restricted Subsidiaries (excluding the Crown Power Fund Operators); and
 - iv) an annual business plan for the Borrower for the next Fiscal Year, including a consolidated balance sheet, a consolidated statement of income (loss) and deficit, a consolidated statement of cash flows for such period, a statement of tax liabilities, and financial covenant calculations (including major assumptions made in connection therewith);
- (b) within 45 days following the end of each of its first 3 Fiscal Quarters:

- i) internally produced consolidated financial statements of Borrower for that quarter,
 - ii) a Compliance Certificate of Borrower in the form attached hereto as Schedule "A";
 - iii) a schedule of Net Cash with approved deposit accounts of the Borrower and Restricted Subsidiaries (excluding the Crown Power Fund Operators);
 - iv) until the CCPF Reorganization Closing Date, a quarterly manager's report of the Investment Companies for such period which shall include a summary of performance, default, arrears and other matters reasonably requested by the Lender and internal rating updates with respect to the Permitted Investments;
- (c) until the CCPF Reorganization Closing Date, upon request of Lender, on a timely basis, review engagement financial statements of Investment Companies supported by variance analysis providing explanations for material variances between actual results and projections; and
- (d) on request, any further information regarding its assets, operations and financial condition that Lender may from time to time reasonably require.

10) FINANCIAL COVENANTS

Borrower will not at any time, without the prior written consent of Lender, breach the following restrictions:

- (a) permit the Net Funded Debt to EBITDA Ratio to be equal to or exceed
 - i) 2.50:1.00 for Fiscal Quarter ending March 31, 2021 until Fiscal Quarter ending December 31, 2021; and
 - ii) 2.00:1.00 for Fiscal Quarter ending March 31, 2022 and anytime thereafter; or
- (b) permit the ratio of Net Total Debt to Gross EBITDA Ratio to exceed 3.50:1.00; or
- (c) permit the Fixed Charge Coverage Ratio to be less than 1.15:1.00.

Each of the above financial ratios shall be maintained at all times and tested at the end of each fiscal quarter of Borrower and shall be detailed in the Compliance Certificate required to be delivered under this Agreement.

11) REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to Lender that (to the extent applicable to it):

- (a) If a Loan Party is a corporation, it is a corporation duly incorporated, validly existing and duly registered or qualified to carry on business under the laws of its jurisdiction of formation, amalgamation, merger or continuance, as the case may be, and in each other applicable Relevant Jurisdiction in which the failure to so register or qualify could reasonably be expected to have a Material Adverse Effect;
- (b) If a Loan Party is a partnership, it is a partnership duly created, validly existing and duly registered under the laws of the jurisdiction in which it has been created or established and in each other applicable Relevant Jurisdiction in which the failure to so register or qualify could reasonably be expected to have a Material Adverse Effect;

- (c) Each Loan Party has all necessary power and authority to enter into, deliver and perform its obligations under each of the Loan Documents to which it is a party, to own its properties and assets and to carry on its business as now conducted;
- (d) The execution, delivery and performance by each Loan Party of each Loan Document to which it is a party have been duly authorized by all necessary actions and do not violate or conflict with its governing documents or any Applicable Laws or agreements to which it is subject or by which it is bound;
- (e) No event has occurred which constitutes, or which, with notice, lapse of time, or both, would constitute, a breach of any provision of any Loan Document;
- (f) The most recent financial statements of Borrower and, if applicable, any Guarantor, provided to Lender fairly present its financial position as of the date thereof and its results of operations and cash flows for the fiscal period covered thereby, and since the date of such financial statements, there has occurred no Material Adverse Change;
- (g) Each Loan Party has good and marketable title to all of its properties and assets, free and clear of any encumbrances, other than Permitted Encumbrances;
- (h) Each Loan Party is in compliance in all material respects with all Applicable Laws including, without limitation, all environmental laws, and there is no existing material impairment to its properties or assets as a result of any environmental damage, except to the extent disclosed in writing to, and acknowledged by, Lender;
- (i) Each Loan Party has, in all material respects, filed all tax returns which are required to be filed, paid or made provision for payment (in accordance with GAAP) of all taxes due and payable, and provided adequate reserves (in accordance with GAAP) for the payment of any tax which is being contested;
- (j) All factual information furnished by or on behalf of any Loan Party in writing for purposes of or in connection with this Agreement or any transaction contemplated by this Agreement is true and accurate in every material respect as of the date delivered or specified in connection with that information, and that information is not incomplete by the omission of any material fact necessary to make it not misleading;
- (k) There are no actions, suits, proceedings, inquiries or investigations existing or, to the knowledge of any Loan Party, pending or threatened, affecting any Loan Party in any court or before or by any federal, provincial, state or municipal or other governmental department, commission, board, tribunal, bureau or agency, Canadian or foreign, which would reasonably be expected to have a Material Adverse Effect;
- (l) Borrower has no (i) Subsidiaries other than the Restricted Subsidiaries, and (ii) Material Subsidiaries other than the Loan Parties and the Excluded Subsidiaries as of the date hereof;
- (m) No Loan Party has any Investments, other than Restricted Subsidiaries, Permitted Investments, and Permitted Acquisitions;
- (n) Each Loan Party, each Subsidiary of any Loan Party, and each director, officer, employee and agent thereof is, to the best of its knowledge having made due inquiry, in compliance, in all material respects, with all applicable Sanctions, Anti-Corruption Laws and AML Laws;
- (o) No Loan Party, nor any Subsidiary of any Loan Party nor any director, officer, employee or agent thereof is (i) the subject of any Sanction, or (ii) located, organized or resident in a

country or territory that is, or whose government is, the subject of any Sanction;

- (p) As at the date hereof, the only Relevant Jurisdictions of the Loan Parties (or any of them) are as follows: (i) Alberta, Canada, (ii) Manitoba, Canada, (iii) Ontario, Canada and (iv) Saskatchewan, Canada;
- (q) As of the date hereof, there is no default under the Management Agreements; and
- (r) The corporate structure of the Loan Parties and the Non-Wholly Owned Subsidiaries is, as at the Closing Date, as set out in the organizational chart attached hereto in Schedule "G" and the equity ownership of each Loan Party, as at the Closing Date, is as set out in Schedule "G".

Unless expressly stated to be made as of a specific date, the representations and warranties contained in this Agreement will survive the execution and delivery of the Loan Documents, and shall be deemed to be repeated as of the date of each Borrowing and as of the date of delivery of each Compliance Certificate, subject to modifications made by Borrower to Lender in writing and accepted by Lender. Lender shall be deemed to have relied upon such representations and warranties at each such time as a condition of making a Borrowing hereunder or continuing to extend the Facilities hereunder until all Facilities have been permanently repaid in full, regardless of any investigation or examination made by Lender or its counsel.

12) AUTHORIZATIONS AND SUPPORTING DOCUMENTS

Borrower and each other Loan Party has delivered or will deliver the following authorizations and supporting documents to Lender:

- (a) Corporate Borrower (*held*):
 - i) Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors;
 - ii) Banking resolution in form provided by Lender or otherwise acceptable to Lender;
 - iii) Certificate of signing authority;
 - iv) Environmental questionnaire & disclosure statement;
 - v) Credit information and Alberta Land Titles Office Name Search Consent Form;
- (b) Corporate Guarantors (*held*):
 - i) Incorporation documents including Certificate of Incorporation, Articles of Incorporation (including any amendments) and last Notice of Directors;
 - ii) Certificate of signing authority;
 - iii) Corporate guarantee resolution;
- (c) General:
 - i) Documents related to AML Laws, government sanction and "know your client" laws (*held*);

- ii) Opinion from counsel to Borrower and any Guarantors (*to be provided subject to Section 6 hereof*);
- iii) Opinion from counsel to Lender.

13) DRAWDOWNS, PAYMENTS AND EVIDENCE OF INDEBTEDNESS

- (a) Interest on Prime-based loans is calculated on the daily outstanding principal balance, and is payable on the last day of each month.
- (b) Other than with respect to overdrafts, Borrower shall provide notice to Lender in order to request an advance or conversion of Borrowings under this Agreement, as follows:
 - i) For Borrowings:
 - a) under Cdn. \$5,000,000 – same day notice
 - b) Cdn. \$5,000,000 and over – one Business Day prior written notice
- (c) If Letters of Credit are available under the Agreement, the term of each Letter of Credit shall not exceed one (1) year, although automatic extensions thereof (unless notified by Lender) are permitted. On any demand being made by a beneficiary for payment under a Letter of Credit, the amount so paid shall be automatically deemed to be outstanding as a Prime-based loan (if denominated in Canadian dollars) under the relevant Facility.
- (d) Borrower may cancel the availability of any unused portion of a Facility on five Business Days' notice. Any such cancellation is irrevocable.
- (e) The annual rates of interest or fees to which the rates calculated in accordance with this Agreement are equivalent, are the rates so calculated multiplied by the actual number of days in the calendar year in which such calculation is made and divided by 365.
- (f) If the amount of Borrowings outstanding under any Facility, when converted to the Equivalent Amount in Canadian dollars, exceeds the amount available under such Facility, Borrower shall, unless Lender otherwise agrees in its sole discretion, immediately repay such excess to Lender.
- (g) If any amount due under this Agreement is not paid when due, Borrower shall pay interest on such unpaid amount (including without limitation, interest on interest) if and to the fullest extent permitted by Applicable Law, at a rate per annum ■ greater than the interest rate otherwise payable for such amount under this Agreement.
- (h) The branch of Lender (the "**Branch of Account**") where Borrower maintains an account and through which the Borrowings will be made available is located at 102 8th Avenue SW, Calgary, Alberta T2P 1B3. Funds under the Facilities will be advanced into and repaid from account no. ■ at the Branch of Account, or such other branch or account as Borrower and Lender may agree upon from time to time.
- (i) Lender shall open and maintain at the Branch of Account accounts and records evidencing the Borrowings made available to Borrower by Lender under this Agreement. Lender shall record the principal amount of each Borrowing and the payment of principal, interest and fees and all other amounts becoming due to Lender under this Agreement. Lender's accounts and records (and any confirmations issued under this Agreement) constitute, in the absence of manifest error, conclusive evidence of the indebtedness of Borrower to Lender pursuant to

this Agreement.

- (j) Borrower authorizes and directs Lender to automatically debit, by mechanical, electronic or manual means, any bank account of Borrower for all amounts payable by Borrower to Lender pursuant to this Agreement. Any amount due on a day other than a Business Day shall be deemed to be due on the Business Day next following such day, and interest shall accrue accordingly.
- (k) If a Financial Market Disruption has occurred, Lender shall have the option exercisable by written notice to Borrower to refuse any additional funding of any Facility, or to postpone the additional funding of any Facility until, in the reasonable opinion of Lender, the Financial Market Disruption has ceased.
- (l) Lender shall have the right to set-off and apply any funds of the Loan Parties (or any of them) deposited with or held by Lender from time to time, and any other indebtedness owing to the Loan Parties by Lender, against any of the amounts outstanding under this Agreement from time to time.
- (m) If a Guaranteed Note or Letter to Credit is outstanding at any time that the obligations under the Facilities become immediately due and payable pursuant to the terms of the Agreement, Borrower will forthwith pay to Lender cash collateral in an amount equal to the face amount of that Guaranteed Note and the maximum undrawn amount of that Letter of Credit. The proceeds of that payment will be held by Lender for set-off against the liability of Borrower to Lender in respect of that Guaranteed Note and/or Letter of Credit. Lender will credit Borrower with interest on these proceeds at the prevailing rate for comparative term deposits maturing on the maturity date of that Guaranteed Note or on the date that any such Letter of Credit is returned for cancellation by the beneficiary or has expired (as applicable).
- (n) If revolvment of loans is permitted in this Agreement, principal advances and repayments on Prime-based loans are to be in the minimum sum of Cdn. \$ 100,000 or multiples of it.

14) EVENTS OF DEFAULT

Without restricting the rights of Lender to terminate any Facility which is payable on demand and to demand payment in full of such demand Facility at any time, it being acknowledged that Facility #1, Facility #2 and Facility #3 are each committed term facilities, if any Event of Default occurs and is continuing, Lender may at its option, by notice to Borrower, terminate all or any part of any committed term Facilities under this Agreement and demand immediate payment in full of all or any part of the amounts outstanding under those committed term Facilities. Failing such immediate payment, Lender may, without further notice, realize under the Security Documents to the extent Lender chooses.

15) MISCELLANEOUS

- (a) Borrower acknowledges that the terms of this Agreement are confidential, and Borrower agrees not to disclose the terms hereof or provide a copy hereof to any Person without the prior written consent of Lender, unless and to the extent required by Applicable Law, it being acknowledged that a copy of this Agreement, and/or a summary of the terms of this Agreement, may be required to be disclosed or filed by Borrower in accordance with Applicable Law.
- (b) All reasonable legal and other costs and expenses incurred by Lender in respect of the Facilities, the Security Documents and other related matters will be paid or reimbursed by Borrower on demand by Lender, whether or not any Borrowings are made.

- (c) All Security Documents will be prepared by or under the supervision of Lender's solicitors, unless Lender otherwise permits. Acceptance of this offer will authorize Lender to instruct Lender's solicitors to prepare all necessary Security Documents and proceed with related matters.
- (d) Lender, without restriction, may waive in writing the satisfaction, observance or performance of any of the provisions of this Agreement. The obligations of a Guarantor (if any) will not be diminished, discharged or otherwise affected by or as a result of any such waiver, except to the extent that such waiver relates to an obligation of such Guarantor. Any waiver by Lender of the strict performance of any provision hereof will not be deemed to be a waiver of any subsequent default, and any partial exercise of any right or remedy by Lender shall not be deemed to affect any other right or remedy to which Lender may be entitled. No delay on the part of Lender in exercising any right or privilege will operate as a waiver of that right or privilege, and no delay or waiver of any failure or default will operate as a waiver of any subsequent failure or default unless made in writing and signed by an authorized officer of Lender.
- (e) Borrower shall reimburse Lender for any additional cost or reduction in income or capital arising as a result of:
 - i) the imposition of, or increase in, taxes on payments due to Lender under this Agreement (other than taxes on the overall net income of Lender);
 - ii) the imposition of, or increase in, any reserve or other similar requirement; or
 - iii) the imposition of, or change in, any other condition affecting the Facilities imposed by any Applicable Law or the interpretation thereof;all provided Lender is or will be generally claiming similar compensation from its other borrowers in similar circumstances and no more than 180 days have passed since the date of such imposition, increase or change.
- (f) Words importing the singular will include the plural and vice versa, and words importing gender will include the masculine, feminine and neuter, in each case all as the context and the nature of the parties requires.
- (g) Where more than one Person is liable as Borrower (or as a Guarantor) for any obligation under this Agreement, then the liability of each such Person for such obligation is joint and several with each other such Person.
- (h) If any portion of this Agreement is held invalid or unenforceable in any jurisdiction, the remainder of this Agreement will not be affected and will be valid and enforceable to the fullest extent permitted by law and any such invalidity or unenforceability will not invalidate or render unenforceable that provision in any other jurisdiction. To the extent that any provision of any of the Security Documents conflict or are inconsistent with any of the provisions of this Agreement, this Agreement shall govern and prevail to resolve any such conflict or inconsistency in any and all circumstances, such that the provisions of this Agreement shall be paramount to and supersede the conflicting or inconsistent provision of the Security Documents.
- (i) Where the interest rate of a credit is based on Prime, the applicable rate on any day will depend on the Prime rate in effect on that day. The statement by Lender as to Prime and as to the rate of interest applicable to a credit on any day will be binding and conclusive for all purposes.

- (j) All interest rates specified are nominal annual rates. The effective annual rate in any case will vary with payment frequency. All interest payable under this Agreement bears interest after as well as before maturity, default and judgment with interest on overdue interest at the Applicable Rate payable hereunder. To the extent permitted by law, Borrower waives the provisions of the *Judgment Interest Act* (Alberta). Borrower confirms that it fully understands and is able to calculate the rate of interest applicable to each of the Facilities and all Borrowings based on the methodology for calculating per annum rates provided for in this Agreement and the other Loan Documents. Borrower hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to this Agreement or any other Loan Document, that the interest payable under this Agreement or any other Loan Document and the calculation thereof has not been adequately disclosed to Borrower as required pursuant to Section 4 of the *Interest Act* (Canada).
- (k) All notices and other communications (each referred to as the "**Notice**") permitted or required to be given to any of the parties hereto will be in writing and may be delivered personally, by registered prepaid mail (except during an actual or threatened postal disruption) or sent by facsimile or e-mail transmission to the addresses, e-mail address or facsimile numbers indicated on the cover letter of this Agreement or to such other address or facsimile number as will be designated by such party by notice in writing to the other parties.

The Notice will be deemed to have been delivered:

- i) in the case of personal delivery, when the Notice is delivered to the party receiving the Notice during business hours on a Business Day;
- ii) in the case of registered mail, on the second Business Day after the Notice was deposited in the mail; and
- iii) in the case of facsimile or electronic transmission, on the day the Notice was sent provided such notice is sent before 4:00 p.m. (local time of recipient) on a Business Day.
- (l) Unless otherwise specified, references in this Agreement to "\$" and "**dollars**" mean Canadian dollars.
- (m) If for the purpose of obtaining judgment in any court in any jurisdiction with respect to this Agreement, it is necessary to convert into the currency of such jurisdiction (the "**Judgment Currency**") any amount due under this Agreement in any currency other than the Judgment Currency, then conversion shall be made at the rate of exchange prevailing on the Business Day before the day on which judgment is given. For this purpose, rate of exchange means the rate at which Lender would, on the relevant date, be prepared to sell a similar amount of such currency against the Judgment Currency, in accordance with normal banking procedures. In the event that there is a change in the rate of exchange prevailing between the Business Day before the day on which judgment is given and the date of payment of the amount due, Borrower will, on the date of payment, pay such additional amounts as may be necessary to ensure that the amount paid on such day is the amount in the Judgment Currency which, when converted at the rate of exchange prevailing on the date of payment, is the amount then due under this Agreement in such other currency. Any additional amount due from Borrower under this paragraph will be due as a separate debt and shall not be affected by judgment being obtained for any other sums due in connection with this Agreement.
- (n) No Loan Party will assign any of its respective rights or obligations under this Agreement without the prior written consent of Lender. Lender will have the right to assign, sell or participate its rights and obligations in the Facilities to one or more Persons ("**Participants**")

without the consent of any Loan Party. For this purpose, Lender may disclose, on a confidential basis, to a potential Participant any information concerning the Loan Parties as Lender considers appropriate. Each Loan Party will execute any documentation and take any actions as Lender may reasonably request in connection with any assignment or participation. The provisions of this Agreement will be binding upon and enure to the benefit of each Loan Party and Lender and their successors and permitted assigns.

- (o) In addition to any other indemnity provided for in this Agreement, each Loan Party agrees to indemnify Lender and any receiver, receiver manager or similar Person appointed under Applicable Law, and their respective shareholders, affiliates, officers, directors, employees and agents, and "**Indemnified Party**" means any one of the foregoing, on demand against any loss, expense or liability which such Indemnified Party may sustain or incur as a consequence of the action or inaction of any Loan Party whatsoever, including, without limitation:
- i) any default in payment of the principal amount of any Borrowing or any part thereof or interest accrued thereon, as and when due and payable;
 - ii) any failure to fulfill on or before any drawdown date the conditions precedent to any Borrowing as provided for in this Agreement, if as a result of that failure that Borrowing is not made on that date, including but not limited to any loss or expense sustained or incurred in liquidating or redeploying deposits or other funds contracted for or acquired or used to effect or maintain any part of that Borrowing ;
 - iii) the occurrence of any Event of Default under this Agreement;
 - iv) any misrepresentation made by a Loan Party in this Agreement or in any instrument in writing delivered to Lender in connection with this Agreement;
 - v) any failure to comply with any Applicable Laws, including, without limitation, any environmental law; or
 - vi) any default in the payment or performance of any covenant to pay or remit present or future taxes, or to make and remit withholdings or deductions with respect to any taxes or Priority Payables,

This indemnity will: (i) survive the repayment or cancellation of any of the Facilities or any termination of this Agreement; and (ii) not apply to any Indemnified Party to the extent directly caused by the gross negligence or wilful misconduct on the part of such Indemnified Party.

- (p) A Loan Party's obligations under this section 14 continue even after all Facilities have been repaid and this Agreement has terminated.

- (q) Each accounting term used in this Agreement, unless otherwise defined in this Agreement, has the meaning assigned to it under GAAP consistently applied throughout the relevant period and relevant prior periods. If there occurs a change in generally accepted accounting principles (an "**Accounting Change**"), and such change would result in a material change in the calculation of any financial covenant, standard or term used in this Agreement, then at the request of Borrower or Lender, Borrower and Lender shall enter into negotiations to amend such provisions so as to reflect such Accounting Change with the result that the criteria for evaluating the financial condition of Borrower or any other party, as applicable, shall be the same after such Accounting Change, as if such Accounting Change had not occurred. If, however, within 30 days of the foregoing request by Borrower or Lender, Borrower and Lender have not reached agreement on such amendment, the method of calculation shall not be revised and all amounts to be determined shall be determined without giving effect to the Accounting Change. For the purposes of this Agreement, including for the purposes of any financial covenants pursuant to Section 9 hereof, any lease which would be accounted for under GAAP as in effect on December 31, 2018 (the "**Change Date**") shall be, notwithstanding any subsequent change in GAAP, deemed to continue to be accounted for in the same manner as an operating lease was accounted for on the date hereof, notwithstanding and regardless of the implementation under GAAP of IFRS 16 (regardless of whether such lease is entered into or assumed before or after the Change Date), and, for certainty, any obligations incurred thereunder shall not constitute capital or financial lease transactions.
- (r) A Loan Party's information, corporate or personal, may be subject to disclosure without its consent pursuant to provincial, federal, national or international laws as they apply to the product or service Borrower has with Lender or any third party acting on behalf of or contracting with Lender. The Loan Parties acknowledge that, pursuant to AML Laws, government sanction and "know your client" laws, Lender may be required to obtain, verify and record information regarding the Loan Parties, their respective subsidiaries, directors, authorized signing officers, direct or indirect shareholders or other Persons, in control of any Loan Party and the transactions contemplated thereby. The Loan Parties shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by Lender, or any prospective assignee or participant hereunder, in order to comply with applicable AML Laws, government sanction and "know your client" laws, whether now or hereafter in existence.
- (s) This Agreement will not merge upon the execution and delivery of any other Loan Documents, but will remain in full force and effect thereafter.
- (t) This Agreement supersedes and replaces all prior discussions, letters and agreements (if any) describing the terms and conditions of any Facility established by Lender in favour of Borrower.
- (u) Lender agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed:
- i) to its affiliates and to its Related Parties (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential);
 - ii) to the extent required or requested by any regulatory authority purporting to have jurisdiction over such Person or its Related Parties (including the Office of the Superintendent of Financial Institutions or similar body and any self-regulatory authority, such as the National Association of Insurance Commissioners);

- iii) to the extent required by Applicable Laws or regulations or by any subpoena or similar legal process;
- iv) to any other party hereto;
- v) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder;
- vi) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or participant in, or any prospective assignee of or participant in, any of its rights and obligations under this agreement, or (ii) any actual or prospective party (or its Related Parties) to any swap, derivative or other transaction under which payments are to be made by reference to Borrower and its obligations, this agreement or payments hereunder;
- vii) to any financial institution, credit reporting agency, rating agency or credit bureau in connection with rating Borrower or its Subsidiaries or the Facilities;
- viii) with the consent of Borrower; or
- ix) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section, or (y) becomes available to Lender or any of their respective affiliates on a non-confidential basis from a source other than Borrower.

For purposes of this Section, "**Information**" means all information received from Borrower or any of its Subsidiaries relating to Borrower or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to Lender on a non-confidential basis prior to disclosure by Borrower or any of its Subsidiaries; provided that, in the case of information received from Borrower or any of its Subsidiaries after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

- (v) The Lender agrees to execute and deliver such releases, discharges and no-interest letters as may be required in connection with any Permitted Dispositions in respect of which the Lender has received an officer's certificate of the Borrower certifying that such disposition is a Permitted Disposition, together with any other information from the Borrower reasonably required by the Lender, if any, to satisfy itself that any such disposition is a Permitted Disposition.
- (w) The Lender agrees to discharge the Security at the Borrower's sole cost and expense, forthwith after all of the Facilities have been unconditionally and irrevocably paid and performed in full and the Facilities have been terminated or collateralized to the satisfaction of the Lender, acting reasonably.
- (x) If, after the date hereof, the introduction of or any change in any Applicable Law or in its interpretation or application of any Applicable Law by any court or by any governmental authority charged with the administration of any Applicable Law, makes it unlawful or prohibited for Lender to make, to fund or to maintain its commitment or any portion thereof or to perform any of its obligations under this Agreement (any such unlawful or prohibited funding, maintenance or performance being an "**Unlawful Obligation**"), then Lender may,

by thirty days written notice to Borrower (unless the provision of the Applicable Law requires earlier prepayment in which case the notice period will be that shorter period as required to comply with the Applicable Law), terminate its obligations under this Agreement or, at the option of Lender, terminate only those of its obligations under this Agreement that constitute Unlawful Obligations, and, in that event, Borrower will prepay Borrowings owing to Lender forthwith (or at the end of that period as Lender in its discretion agrees), without notice or penalty (other than breakage costs), together with all accrued but unpaid interest and fees as may be applicable to the date of payment, or Lender may, by written notice to Borrower, convert those Borrowings forthwith into another basis of Borrowing available under this Agreement if such other basis of Borrowing would not be an Unlawful Obligation.

- (y) Time shall be of the essence in all provisions of this Agreement.
- (z) This Agreement may be executed by one or more of the parties on any number of separate counterparts (whether in original ink, by facsimile or in another electronic format), and all those counterparts taken together will be deemed to constitute one and the same instrument. The delivery of a facsimile or other electronic copy of an executed counterparty to this Agreement shall be deemed to be valid execution and delivery of this Agreement, but the party delivering such facsimile or other electronic copy shall make reasonable efforts to deliver an original copy of this Agreement as soon as possible after delivery of such facsimile or other electronic copy.
- (aa) This Agreement shall be governed by the laws of Alberta. Each of the Loan Parties and Lender irrevocably and unconditionally agree that any suit, action or other legal proceeding (collectively, a "**Suit**") instituted by Lender and arising out of this Agreement shall be brought and adjudicated only in Alberta, and each Loan Party waives and agrees not to assert by way of motion, as a defence or otherwise at any such Suit, any claim that such Loan Party is not subject to the jurisdiction of the above courts, that such Suit is brought in an inconvenient forum or that the venue of such Suit is improper.

16) SCHEDULES

The following Schedules form part of this Agreement and are incorporated in this Agreement by reference:

- Schedule "A" – Form of Compliance Certificate
- Schedule "B" – Request for Extension
- Schedule "C" – Provisions Relating to Guaranteed Notes
- Schedule "D" – Power of Attorney Applicable to Guaranteed Notes
- Schedule "E" – Guarantors
- Schedule "F" – Existing Security
- Schedule "G" – Ownership Structure/ Organizational Chart

17) DEFINITIONS

In this Agreement, including the Schedules and in all notices given pursuant to this Agreement, capitalized words and phrases shall have the meanings given to them in this Agreement in their proper context, and words and phrases not otherwise defined in this Agreement but defined below shall have the meanings given to them as set forth below.

"Acquisition" means, with respect to any Loan Party or Restricted Subsidiary: (a) the acquisition for value of any existing Cash Flow generating assets used or useful in the business of a Loan Party, but for greater certainty excluding capital expenditures, and (b) any Investment in a person if, as a result thereof, (i) such person, on a consensual basis, is merged, consolidated or amalgamated with or into, or transfers

or conveys substantially all of its assets to, or is liquidated into any Loan Party or (ii) such person becomes a Loan Party.

"**Affiliate**" means any Person which, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with another Person, or any Person who is an employee of another Person.

"**Agent**" means ATB Financial, in its capacity as agent under the Syndicated Credit Agreement.

"**Agreement**" means this commitment letter among, *inter alios*, Lender and Borrower, including any attached schedules, as the same may be amended, restated, renewed, extended or supplemented from time to time.

"**AML Laws**" means all laws, rules and regulations relating to money laundering or terrorist financing, including, without limitation, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), Part II.1 of the *Criminal Code* (Canada), the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* (Canada) and the *United Nations Al-Qaida and Taliban Regulations* (Canada).

"**Anti-Corruption Laws**" means all laws, rules and regulations relating to bribery or corruption, including, without limitation, the *Corruption of Foreign Public Officials Act* (Canada).

"**Applicable Law**" means all applicable provisions of federal, provincial, state or local laws, statutes, rules, regulations, official directives and orders of any level of government or governmental authority, agency, board, bureau, department or commission (including any taxing authority) or instrumentality or office of any of the foregoing (including any court or tribunal), including, for certainty all applicable securities laws and policies and rules of all applicable stock exchanges on which the securities of Borrower may be listed.

"**Applicable Rate**" means, in respect of a Facility, the yield to a purchaser of a non-callable Government of Canada bond selected by Lender with a term to maturity approximately equal to the remaining period of the term for such Facility, had such Facility not been prepaid, calculated by Lender as at the close of business on the Business Day immediately prior to the date of prepayment, expressed as a rate per annum, calculated daily.

"**Barrie Guarantors**" means, collectively:

- (a) PRC Barrie Corp.; and
- (b) Penady (North Barrie) Limited.

"**Borrowings**" means all amounts outstanding under the Facilities, or if the context so requires, all amounts outstanding under one or more of the Facilities or under one or more borrowing options of one or more of the Facilities.

"**Business Day**" means a day, excluding Saturday, Sunday, and statutory holidays, on which banking institutions are open for business in the provinces of Alberta and Ontario.

"**Capital Expenditures**" means expenditures made by the Borrower on a consolidated basis for the purchase or acquisition, repair or replacement of capital assets, net of proceeds of disposition of capital assets (other than proceeds received on a sale leaseback transaction), and any expenditure related to a capital lease or an operating lease in respect of which the Borrower on a consolidated basis has furnished a residual value guarantee to the lessor, but excluding amounts expended (i) on repair or replacement of property to the extent of insurance proceeds or third party funding received on account of damage or

destruction, and (ii) in the acquisition, repair or replacement of energy generation equipment and other capital equipment by Crown Power LP to be leased or sold to third parties, all as determined in accordance with GAAP.

"Cash Available for Distribution" means, on any date, an amount equal to the net income realized by the Borrower on a consolidated basis for the most recently completed Fiscal Quarter:

PLUS

- (a) all amounts deducted in the calculation of such net income in respect of non-cash items, including (to the extent non-cash) depletion, accretion (to the extent not included in such net income), depreciation, amortization and future income tax liabilities;
- (b) all customary out-of-pocket costs, fees and expenses paid or required to be paid in connection with an Acquisition, whether or not it closes, to the extent deducted in the calculation of such net income;
- (c) all amounts deducted in the calculation of such net income in respect of minority equity losses, non-cash impairment charges and any other non-cash charges;
- (d) all amounts deducted in the calculation of such net income in respect of extraordinary, non-recurring losses, including for greater certainty one-time financing costs, one-time severance, recruitment and search expenses, not to exceed \$750,000 in any fiscal quarter or \$1,500,000 for any 12-month period;
- (e) to the extent deducted from such net income, non-cash losses resulting from marking-to-market the outstanding Swaps of the Loan Parties for such period in accordance with GAAP;
- (f) to the extent deducted from such net income, unrealized losses in fair value of Permitted Investments;
- (g) all amounts deducted in the calculation of such net income in respect of share based compensation; and
- (h) Cash Available for Distribution in prior fiscal quarters that has not been distributed;

MINUS

- (i) EBITDA attributable to minority interests and extraordinary and non-recurring earnings and gains of the Borrower on a consolidated basis, in each case, to the extent included in the calculation of such net income;
- (j) to the extent included in such net income, non-cash gains resulting from marking-to-market the outstanding Swaps of the Loan Parties for such period in accordance with GAAP; and
- (k) to the extent included in such net income, unrealized gains in fair value.

"Cash Flow" means Gross EBITDA on a trailing twelve-month basis:

MINUS

- (a) cash taxes of the Borrower to the extent paid during such period;
 - (b) Unfunded Capital Expenditures of the Borrower and Restricted Subsidiaries;
 - (c) Distributions paid in cash during such period, excluding: (i) any Distributions in connection with the Share Repurchases and any normal course issuer bid; and (ii) any Distributions made among Loan Parties; and
 - (d) (p) in the definition of EBITDA;
- PLUS
- (e) (q) and (r) in the definition of EBITDA.

"CCFC" means Crown Capital Funding Corporation.

"CCFIVLP" means Crown Capital Fund IV Investment, LP.

"CCPCLP" means Crown Capital Private Credit Fund, LP.

"CCPCM" means Crown Capital Private Credit Management Inc.

"CCPFLP" means Crown Capital Partner Funding, LP.

"CCPFLP Credit Agreement" means the credit agreement dated December 17, 2019 among CCPFLP, as borrower, the lenders party thereto and ATB Financial, as administrative agent, as amended, supplemented, revised, restated or otherwise modified from time to time.

"CCPF Reorganization Closing Date" means the date of the completion of the CCPF Reorganization.

"CCPF Reorganization" means, subject to such adjustments required in accordance with its terms, the reorganization of the ownership structure of CCPFLP [REDACTED] which is currently intended to include the following key transactions: (a) CPCP becomes the manager of CCPFLP and CCFIVLP through the assignment of the CCPF Management Agreement and the CCFIVLP Management Agreement; [REDACTED] (c) CPCP purchases units held in CCPF LP from CCFC with proceeds from certain acquisition financing loans to be advanced by certain non-management shareholders of CPCP; (d) third party investors become shareholders of CPCP; (e) certain shareholder loans are made to CPCP; (f) certain officers and employees of the Borrower are transitioned to roles with CPCP; and (g) Borrower enters into a services agreement with CPCP pursuant to which certain financial, management and other support services will be provided to CPCP.

"CCPF Winddown" means the winddown of CCPFLP.

"Change of Control" means the occurrence of any of the following events without the written consent of Lender:

- (a) any Person or Persons acting jointly or in concert (within the meaning of the *Securities Act* (Alberta)), shall beneficially, directly or indirectly, hold or exercise control or direction over and/or have the right to hold or exercise control or direction over (whether such right is exercisable immediately or only after the passage of time) more than 35% of the issued and outstanding voting shares of Borrower;
- (b) during any period of two consecutive years, individuals who at the beginning of such period constitute the board of directors of the Borrower cease, for any reason, to constitute at least a

majority of the board of directors of the Borrower unless the election or nomination for election of each new director was approved by a vote of at least two-thirds of the directors then still in office who were directors at the beginning of the period (the "Incumbent Directors") and in particular, any new director who assumes office in connection with or as a result of any actual or threatened proxy or other election contest of the board of directors of the Borrower shall never be considered an Incumbent Director; or

- (c) except as a result of any Permitted Disposition, the general partner of any Crown Fund ceases to be the Borrower or one of its wholly-owned Subsidiaries.

"**Closing Date**" is the date on which the conditions precedent in Section 5 are satisfied or otherwise waived by the Lender.

"**CNP**" means Community Network Partners Ltd.

"**Commodity Swap**" means an agreement entered into between a Person and a counterparty on a case by case basis, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in commodity prices, whether physically or financially settled.

"**Compliance Certificate**" means a certificate executed by a senior officer of Borrower in the form attached hereto as Schedule "A".

"**Control**" (including with correlative meanings, the terms "**Controlled by**" or "**under common Control with**") means, with respect to a Person, possession by another Person, directly or indirectly of the power to direct or cause the direction of the management and policies of any Person, whether through the ownership of voting securities, by contract or otherwise, provided that the rights afforded to the Borrower or any Loan Party under loan agreements which constitute Permitted Investments, and the exercise of such rights, shall not constitute "Control" for the purposes of this Agreement.

"**COPSI**" means Crown Operating Partner Services Inc.

"**Cosman Credit Agreement**" means the commitment letter dated February 10, 2021, among, inter alios, the Stoney Creek Guarantors, as borrowers, PenEquity LP and PenEquity GP, as guarantors, and Cosman Mortgage Holding Corp., as lender, as amended, restated supplemented or otherwise modified from time to time.

"**CPCP**" means Crown Private Credit Partners Inc.

"**CPO I**" means CPO I Inc.

"**CPO II**" means CPO II Inc.

"**Crown Fund**" means any investment fund managed by the Borrower of which the Borrower or a Loan Party holds at least 25% of the aggregate limited partnership units or equivalent and includes, at the Closing Date, CCPFLP and Crown Power LP.

"**Crown Power LP**" means Crown Capital Power Limited Partnership.

"**Crown Telecom LP**" means a limited partnership which Borrower intends to form which shall serve as a telecom focused investment fund to be managed by the Borrower.

"**Crown Power Fund Operator**" means (a) any Person in respect of which Crown Power LP has provided or intends to provide (directly or indirectly through Subsidiaries) lease or other financing solutions for the purpose of facilitating such Person's energy generation and sale business, and (b)

Subsidiaries of such Persons including, without limitation, special purpose vehicles engaged in the provision of distributed energy services in which Crown Power LP, Borrower, Crown Integrum Power Limited Partnership or the Crown Power Fund Operators directly or indirectly hold equity interests in which, for certainty, as of the date hereof includes:

- (a) Onsite Power Partners Ltd. (formerly Crown Power OPS Corp.);
- (b) Crown Integrum Power Limited Partnership;
- (c) Crown Integrum Power Management Inc.;
- (d) Crown Integrum Power GP Inc.;
- (e) Lionstooth Energy Service Corp.;
- (f) Berkshire Power Corp.;
- (g) Public Energy Gas Inc.;
- (h) Staple Energy Distributed Resources Inc.;
- (i) Powerhouse Canada Corp.; and
- (j) Switch Power Operations Corp.

"Cryptocurrency Assets" means any cryptocurrency, mining, datacentres and all related assets and facilities.

"Currency Swap" means a contract entered into between a Person and a counterparty on a case by case basis in connection with forward rate, currency swap or currency exchange and other similar currency related transactions, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in exchange rates.

"Debentures" means the 6% convertible unsecured subordinated debentures issued by the Borrower as described in its preliminary prospectus dated May 30, 2018.

"Discount Rate" means, with respect to Guaranteed Notes, the per annum rate of interest which is the arithmetic average of the rates per annum applicable to Canadian dollar bankers' acceptances having identical issue and comparable maturity dates as the Guaranteed Notes proposed to be issued by Borrower displayed and identified as such on the display referred to as the **"CDOR Page"** (or any display substituted therefor) of Reuter Monitor Money Rates Service as at approximately 8 a.m. (Calgary time) on such day, or if such day is not a Business Day, then on the immediately preceding Business Day, or if the rate referred to is not available, then the rate quoted by Lender.

"Distribution" by a Person means:

- (a) any declaration, payment or setting aside for payment of any dividend, return of capital or other distribution on or in respect of any of the share, partnership or trust capital of such Person;
- (b) any redemption, retraction, purchase, retirement or other acquisition, in whole or in part, of any of the share, partnership or trust capital of such Person or any securities, instruments or contractual rights capable of being converted into, exchanged or exercised for share, partnership or trust capital of such Person, including options, warrants, conversion or exchange privileges and similar rights;

- (c) the payment of any principal, interest, fees, redemption amounts or other amounts on or in respect of any loans, advances or other indebtedness owing at any time by such Person to a holder of shares, partnership interests or trust units of such Person or to an affiliate of such holder;
- (d) any loan, advance, payment of management or consulting fees or reimbursement of costs which is made by the Person to or in favour of a holder of shares, partnership interests or trust units of such Person or an Affiliate of such holder (including for certainty, and whether or not an Affiliate of such holder or the sponsor or an Affiliate thereof) except where any such payment is made to any such holder in such holder's capacity as an officer, director or employee of such Person in the ordinary course of business; or
- (e) the transfer by the Person of any property or assets for consideration of less than its or their fair market value or on non-arms' length terms and conditions to a holder of shares, partnership interests or trust units of such Person or an affiliate of such holder;

whether any of the foregoing is made, paid or satisfied in or for cash, property or both; provided that, notwithstanding the foregoing, the payment of (i) employee or director compensation (including pursuant to the Borrower's asset performance bonus pool arrangements made with certain of its employees) in the ordinary course of business, and (ii) accounts payable and amounts due under loan agreements and leases to Persons who are acting at arm's length to the Loan Parties shall not be considered "Distributions" for purposes of this Agreement.

"**EBITDA**" means, without duplication, in respect of the period ending on the last day of a Fiscal Quarter and as determined on a consolidated basis in respect of the Borrower, net income for such period, plus:

- (a) Interest Expense;
- (b) all amounts deducted in the calculation of such net income in respect of the provision for taxes;
- (c) all amounts deducted in the calculation of such net income in respect of non-cash items, including depreciation and amortization;
- (d) all non-recurring extraordinary losses (other than in the ordinary course of business) acceptable to the Lender, acting reasonably;
- (e) all realized losses on loans or investments acceptable to the Lender (acting reasonably);
- (f) all non-cash losses and expenses, including, foreign exchange translation losses, stock-based compensation expenses, losses or write-downs;
- (g) any other unusual or non-recurring cash charges, expenses or losses designated by the Borrower with the prior written consent of the Lender (in its sole discretion);
- (h) all amounts which would otherwise constitute EBITDA which are attributable to (i) capital assets acquired in such period other than in the ordinary course of business or (ii) shares or other ownership interests in a Person which becomes a Material Subsidiary of such Person in such period, as applicable;
- (i) EBITDA losses attributable to Minority Interests in any Person, as applicable;
- (j) distributions received in cash in respect of any Minority Interest in any Person,

less (to the extent added in computing such net income or net loss), as applicable:

- (k) all non-recurring extraordinary gains (other than in the ordinary course of business) acceptable to the Lender (acting reasonably);
- (l) all realized gains on loans or investments acceptable to the Lender (acting reasonably);
- (m) all non-cash gains and income, including, foreign exchange translation gains, gains or write-ups;
- (n) EBITDA attributable to (i) capital assets sold, transferred or otherwise disposed of in such period other than in the ordinary course of business or (ii) shares or other ownership interests in a Material Subsidiary of such Person which are sold, transferred or otherwise disposed of in such period, as applicable; and
- (o) EBITDA attributable to Minority Interests in any Person.

For the purposes of this definition:

- (p) in the event the Borrower or a Restricted Subsidiary makes a Permitted Investment during any such period, all measures will be calculated pro forma based on the actual results of such Permitted Investment as if the assets, equity interests or security interests had been owned by the Borrower or Loan Party over the entire period;
- (q) in the event the Borrower or a Restricted Subsidiary makes a sale, transfer or other disposition of any Permitted Investment or a Permitted Investment is in bankruptcy during any such period, all measures will be calculated pro forma on the basis that such assets, equity interests or security interests were disposed of at the beginning of such period, except that any fee income or bonus amount earned in respect of such assets, equity interests or security interests will be included in EBITDA; and
- (r) any amount attributable to a Permitted Investment (not otherwise deducted from the calculation of EBITDA pursuant to paragraph (q) above) that have been in arrears for 45 days or more as at the last day of a Fiscal Quarter shall be deducted from the calculation

"Environmental Order" means an order, directive or instruction issued by a governmental authority or a governmental body pursuant to or in respect of any environmental law.

"Equivalent Amount" means, with respect to an amount of any currency, the amount of any other currency required to purchase that amount of the first mentioned currency through Lender in accordance with normal banking procedures.

"Event of Default" means the occurrence of any of the following:

- (a) if Borrower defaults in paying when due any part of the principal amount or interest amount due under this Agreement;
- (b) if Borrower defaults in paying when due all or any part of its indebtedness or other liability to Lender (other than as provided under paragraph (a) above) and such default continues for 3 Business Days after notice from Lender;
- (c) if any Loan Party defaults in the observance or performance of any of its covenants or obligations under any Loan Document (other than as provided under paragraph (a) or (b))

above), or any other document under which such Loan Party is obligated to Lender, and in any such cases, the default continues for 30 days after notice from Lender;

- (d) any Change of Control;
- (e) if any charge or encumbrance on any property of any Loan Party with a fair market value exceeding \$2,500,000 becomes enforceable and steps are taken to enforce it (other than in connection with the PenEquity Enforcement Activities, if any);
- (f) if any default shall have occurred and is continuing in respect of any Indebtedness of a Loan Party (other than: (i) Indebtedness owing to Lender and (ii) in connection with the PenEquity Enforcement Activities, if any) which results in the acceleration of the payment of such Indebtedness or which permits the holder thereof to accelerate the payment of such Indebtedness and if there is a grace period applicable thereto arising under contract or otherwise, such default continues beyond the expiry of such grace period or if any lender shall demand repayment of any Indebtedness owed to it by such Loan Party which is repayable on demand and such Indebtedness shall not be paid on or before the date specified by such lender for payment, and the aggregate principal amount of all such Indebtedness is at least \$2,500,000;
- (g) if any other creditor of any Loan Party takes collection steps against such Loan Party or all or a material part of its assets with a fair market value exceeding \$2,500,000 (other than in connection with the PenEquity Enforcement Activities, if any);
- (h) if final judgment or judgments should be entered against any Loan Party for the payment of any amount of money exceeding \$2,500,000, and the judgment or judgments are not discharged within 30 days after entry or stayed pending appeal within the applicable appeal period other than in connection with the PenEquity Enforcement Activities, if any;
- (i) if an order is made, an effective resolution passed, or a petition is filed for the winding up the affairs of any Loan Party or if a receiver or liquidator of any Loan Party or any part of its assets is appointed (other than in connection with the PenEquity Enforcement Activities, if any);
- (j) if any Loan Party is unable to pay its debts as they become due or makes a general assignment for the benefit of its creditors or an assignment in bankruptcy or files a proposal or notice of intention to file a proposal under the *Bankruptcy and Insolvency Act* or comparable legislation in any Relevant Jurisdiction or otherwise acknowledges its insolvency or if a bankruptcy petition is filed or receiving order is made against any Loan Party and is not being disputed in good faith (other than in connection with the PenEquity Enforcement Activities, if any);
- (k) if any of the licences, permits or approvals granted by any government or governmental authority or agency and material to the business of any Loan Party is withdrawn, cancelled, suspended or adversely amended, and such event has or would reasonably be expected to have a Material Adverse Effect and is not remedied to the satisfaction of the Lender, within 30 days after the occurrence of such event;
- (l) if any event or circumstance occurs which has or would reasonably be expected to have a Material Adverse Effect and is not remedied to the satisfaction of the Lender, within 30 days after the occurrence of such Material Adverse Effect (other than in connection with the PenEquity Enforcement Activities, if any);
- (m) if any representation or warranty made or given in this Agreement, in any certificate

delivered pursuant hereto, or in any financial statements delivered pursuant hereto, is false or erroneous in any material respect when made, given or delivered and such inaccuracy has or would reasonably be expected to have a Material Adverse Effect and is not remedied to the satisfaction of the Lender, within 30 days after such inaccuracy has been identified;

- (n) if any material provision of any Loan Document for any reason ceases to be valid, binding and enforceable in accordance with its terms, or a Loan Party asserts in writing that this has happened; or any security interest created under any Security Document ceases to be a valid and perfected security interest having, subject to Permitted Encumbrances, a first priority ranking in any of the property purported to be covered by that security interest, which is not rectified or otherwise dealt with to the satisfaction of Lender within a period of 30 days, other than, in the case of a security interest ceasing to be a perfected security interest, because of any action taken or omission to act by Lender;
- (o) if the audited financial statements of Borrower that are required to be delivered under this Agreement contain a qualification that is not acceptable to Lender, acting reasonably, and within a period of 30 days after the delivery of such financial statements by Borrower hereunder either (i) such qualification is not rectified or otherwise dealt with to the satisfaction of Lender, acting reasonably; or (ii) Borrower has not delivered a plan to Lender as to how Borrower plans to rectify or otherwise deal with such qualification (such plan to include the time frame within which Borrower proposes to rectify or otherwise deal with such qualification) and such plan is not satisfactory to Lender, acting reasonably, and following delivery and acceptance of such plan, Borrower fails to diligently pursue the same and rectify or otherwise deal with the qualification in accordance with the plan and within the proposed time frame;
- (p) if a Loan Party fails to remit to the applicable governmental authority any material Priority Payable owing by it within 30 days of the date that Priority Payable became due, provided that it shall not be required to remit any such amount so long as the validity or amount thereof shall be contested in good faith by appropriate proceedings and an adequate reserve in account with GAAP has been established in its books and records;
- (q) if any Environmental Order is issued by any governmental authority against a Loan Party and that Environmental Order has not been satisfied or discharged within the time allowed for in that Environmental Order or, if no time is specified in that Environmental Order, within 90 days after the date that Environmental Order was received by a Loan Party, (or any longer period as Lender may agree to, acting reasonably, provided that Loan Party is at all times acting diligently and in good faith to satisfy the Environmental Order); and save and except where that Environmental Order is being contested actively and diligently in good faith by appropriate and timely proceedings and the enforcement of that Environmental Order has been stayed;
- (r) if any Loan Party (i) fails to make any payment when such payment is due and payable to any Person in relation to any Funded Debt which in the aggregate principal amount then outstanding is in excess of \$2,500,000 and such payment is not made within any applicable cure or grace period; (ii) defaults in the observance or performance of any other agreement or condition in relation to any such Funded Debt or contained in any instrument or agreement evidencing, securing or relating thereto and such default is not waived or cured within any applicable cure or grace period; or (iii) any other event shall occur or condition exist, the effect of which event or other condition is to cause, or to permit the holder of such Funded Debt to cause, such Funded Debt to become due prior to its stated maturity date (other than in connection with the PenEquity Enforcement Activities, if any; or
- (s) if any Loan Party or Restricted Subsidiary does not observe or perform any of the conditions

subsequent contained in Section 6 hereof.

"**Excluded Subsidiaries**" means, collectively:

- (a) any Material Subsidiary: (i) which has restrictions imposed by third parties in bona fide negotiated contracts from providing a guarantee of obligations under the Facilities, (ii) in which any one of the Crown Funds with third party investors also has an equity interest in;
- (b) Crown Power LP and its general partner, 10824356 Canada Inc.;
- (c) Subsidiaries of the Borrower that are acting as general partner of limited partnerships that are not wholly-owned by Loan Parties;
- (d) limited partnerships managed by the Loan Parties but which are not wholly-owned by the Loan Parties or their Affiliates (including, for certainty, any Crown Fund which meets the criteria in this subsection (d));
- (e) WireIE Development; and
- (f) Crown Power Fund Operators,

and, "**Excluded Subsidiaries**" means any of them.

"**Existing Security**" means the security documents granted by Borrower and the Loan Parties in favour of the Agent with respect to the Syndicated Credit Agreement, and each of which is set out in Schedule "F" attached hereto.

"**Financial Market Disruption**" means the (i) occurrence, coming into effect or announcement of any event of provincial, national or international consequence, or of any law, regulation, enquiry, proceeding, or political or economic condition, which, in the opinion of Lender, acting reasonably, may or may reasonably be expected to materially and adversely affect the Alberta, Canadian, United States or global financial markets generally, or operates to prevent or restrict the trading in, or materially and adversely affects the pricing of, Government of Canada bonds (or such other instrument which Lender uses as a reference for determining the interest rates hereunder); or (ii) determination by Lender, acting in a commercially reasonable manner in the circumstances, that the cost of funds associated with a Facility is in excess of a level that is commercially acceptable to Lender in the circumstances.

"**Financing Charges**" means, for any fiscal period, without duplication, interest expense determined on a consolidated basis in accordance with GAAP, as the same would be set forth or reflected in a consolidated statement of income (loss) and deficit of the Borrower.

"**Financing Obligations**" means, in respect of the 12-month period ending on the last day of a Fiscal Quarter and as determined on a consolidated basis in respect of the Borrower:

- (a) Financing Charges; plus
- (b) the aggregate amount of all scheduled payments of Permitted Debt during such period.

"**Fiscal Quarter**" means the three month period commencing on the first day of each Fiscal Year and each successive three month period thereafter during such Fiscal Year.

"**Fiscal Year**" means the Borrower's fiscal year, currently commencing on January 1 of each year and ending on December 31 of such year.

"Fixed Charge Coverage Ratio" means, measured as at the end of each Fiscal Quarter of the Borrower, the ratio of:

- (a) Cash Flow; to
- (b) the sum of Financing Obligations paid in cash during such period.

"Funded Debt" means, with respect to any person, and with respect to the Borrower determined on a consolidated basis:

- (a) money borrowed (including, without limitation, by way of overdraft and purchase money obligations) or indebtedness represented by notes payable and drafts accepted representing extensions of credit;
- (b) bankers' acceptances and similar instruments;
- (c) letters of credit, and letters of guarantee, for which security has been granted;
- (d) all obligations (whether or not with respect to the borrowing of money) that are evidenced by bonds, debentures, notes or other similar instruments, whether or not any such instruments are convertible into capital but including without limitation, any indebtedness or liabilities of such person that may be satisfied by the delivery of shares of such person to the holder thereof or to another person on behalf of the holder, or that are not so evidenced but that would be considered by GAAP to be indebtedness for borrowed money;
- (e) all obligations required to be capitalized under any sale and lease-back transactions and financial leases, excluding those under Crown Power LP and Crown Telecom LP; and
- (f) all obligations of such person in respect of the deferred purchase or acquisition price of property secured by any Purchase Money Security Interest,

but excluding for greater certainty, trade payables and deferred income taxes.

"Galaxy" means Galaxy Broadband Communications Inc.

"Generally Accepted Accounting Principles" or **"GAAP"** means generally accepted accounting principles which are in effect from time to time in Canada, including, for certainty, International Financial Reporting Standards (IFRS), Accounting Standards for Private Enterprises (ASPE), Accounting Standards for Not-for-Profit Organisations and Accounting Standards for Pension Plans, as applicable, (each only to the extent adopted by the Canadian Institute of Chartered Accountants Accounting Standards Board ("**CICA**") or any successor thereto as generally accepted accounting principles in Canada and then subject to such modifications thereto as are agreed by CICA).

"Gross EBITDA" means without duplication, in respect of the period ending on the last day of a Fiscal Quarter and as determined on a consolidated basis in respect of the Borrower EBITDA plus EBITDA attributable to the Minority Interests in any Person.

"Guaranteed Notes" means the non-interest bearing promissory notes issued by Borrower to Lender under Lender's guaranteed note program.

"Guarantor" means, collectively, each of the parties listed on Schedule "E" attached hereto (as such Schedule "E" may be amended, modified, supplemented, restated or replaced, from time to time) and any Material Subsidiary which is not an Excluded Subsidiary, and their respective successors and assigns.

"Indebtedness" means all present and future obligations and indebtedness of a Person, whether direct or indirect, absolute or contingent, including all indebtedness for borrowed money, all obligations which are due and payable in respect of swap or hedging arrangements and all other liabilities which in accordance with GAAP would appear on the liability side of a balance sheet (other than items of capital, retained earnings and surplus or deferred tax reserves).

"Interest Swap" means a contract entered into between a Person and a counterparty, on a case by case basis, in connection with interest rate swap transactions, interest rate options, cap transactions, floor transactions, collar transactions and other similar interest rate related transactions, the purpose and effect of which is to mitigate or eliminate such Person's exposure to fluctuations in interest rates.

"Investment" means (a) any loan or other extension of credit (including the delivery of guarantees, indemnities or other financial assistance) or capital contribution (including a transfer of property) to, or acquisition of any shares, bonds, notes, debentures or other securities of, or any other investment in, any Person, and (b) any purchase of any assets constituting all or part of a business unit from any Person (excluding any deposit, advance, loan or extension of credit having its term not exceeding ninety (90) days representing a purchase price of inventory or supplies sold by such Person in the ordinary course of business); and "Invest" and "Invested" shall be construed accordingly.

"Investment Company" means any company or other Person in which an Investment has been made.

"Lender" means ATB Financial formerly Alberta Treasury Branches.

"Letter of Credit" means a standby or documentary letter of credit or letter of guarantee issued by Lender on behalf of Borrower.

"Loan Documents" means this Agreement, the Security Documents and each instrument, agreement, certificate, application, request, indemnity and other document of any nature or kind now or hereafter executed in connection with this Agreement or any Security Documents, all as amended, restated and replaced from time to time.

"Loan Parties" means Borrower and all Guarantors, other than any Guarantors that are natural persons, and **"Loan Party"** means any of them.

"Management Agreements" means any management agreement between the Borrower and a Crown Fund and includes, at the Closing Date:

- (a) the management agreement made effective as of September 23, 2015 among the Borrower, CCPFLP (formerly Crown Capital Fund IV, LP) and Crown Capital LP Partner Funding Inc. (formerly Crown Capital Fund IV Management Inc.) (the **"CCPF Management Agreement"**);
- (b) the management agreement made effective as of February 28, 2019 among the Borrower, Crown Power LP, and 10824356 Canada Inc.;
- (c) the management agreement made effective as of July 15, 2016 among the Borrower, Crown Capital Fund IV Investment, LP and Crown Capital LP Partner Funding Inc. (formerly Crown Capital Fund IV Management Inc.) (the **"CCFIVLP Management Agreement"**); and
- (d) the management agreement made effective as of December 31, 2010 among the Borrower, Norrep Credit Opportunities Fund, LP and Crown Capital Fund III Management Inc. (formerly Norrep Credit Opportunities Fund Inc.),

as each may be amended, supplemented, revised, restated or otherwise modified from time to time.

"Material Adverse Change" means any change, event, violation, circumstance or effect which, when considered individually or when aggregated with other changes, events, violations, circumstances or effects, is or would reasonably be expected to have a Material Adverse Effect.

"Material Adverse Effect" means a material adverse effect on the condition (financial or otherwise), property, assets, operations, business or prospects of the Loan Parties taken as a whole, or a material adverse effect on the ability of Borrower to repay the Facilities or on the ability of the Loan Parties, taken as a whole, to perform their respective obligations under the Loan Documents.

"Material Contract" means any contract, undertaking, agreement or other instrument to which any Restricted Subsidiary is a party or by which it or any of its property is bound or to which it or any of its property is subject, pursuant to which any Restricted Subsidiary (a) generated revenues or incurred expenditures, in either case, greater than or equal to \$1,000,000 during the immediately preceding Fiscal Year or (b) is projected to generate revenues or incur expenditures, in either case greater than or equal to \$1,000,000 during the then current or immediately succeeding Fiscal Year.

"Material Subsidiary" means, at any time: (a) any direct or indirect wholly-owned Subsidiary of Borrower whose total assets constitute more than 5% of the Net Tangible Total Assets and/or earnings of Gross EBITDA; or (b) any other Subsidiary of the Borrower or any Restricted Subsidiary designated as a Material Subsidiary by the Borrower.

"MCS" means MCS Energy 17 Inc.

"Minority Interests" means, with respect to each of the Non-Wholly Owned Subsidiaries, the equity ownership stake held in such Non-Wholly Owned Subsidiary by Person(s) who are (i) at arm's length to each of the Loan Parties, and (ii) not controlled by any Loan Party.

"MZ Commitment Letters" means the commitment letters dated October 9, 2020 among, inter alios, Penady (North Barrie) Limited, as borrower, and MarshallZehr Group Inc., as lender, as amended, restated supplemented or otherwise modified from time to time.

"Net Cash" means, in respect of the Borrower or any Restricted Subsidiary, as the case may be, on a consolidated basis, but without duplication, the Borrower's or such Restricted Subsidiary's, as the case may be, (i) cash balances maintained on deposit with the Lender or in an account with respect to which a deposit control account agreement in favour of the Lender is in place on terms and conditions satisfactory to the Lender, and (ii) pro rata portion of the cash balances maintained by each Subsidiary equal to the product obtained by multiplying the cash balance maintained by each Subsidiary to the percentage equity interest held by the Borrower, directly or indirectly, in such Subsidiary.

"Net Funded Debt" means Net Senior Funded Debt less Net Cash.

"Net Funded Debt to EBITDA Ratio" means the ratio of Net Funded Debt of the Borrower on a consolidated basis at such time to EBITDA for the twelve-month period ending at such time.

"Net Senior Funded Debt" means with respect to the Borrower:

- (a) money borrowed (including, without limitation, by way of overdraft and purchase money obligations) or indebtedness represented by notes payable and drafts accepted representing extensions of credit;
- (b) bankers' acceptances and similar instruments;
- (c) letters of credit, and letters of guarantee, for which security has been granted; and

- (d) all obligations of such person in respect of the deferred purchase or acquisition price of property secured by any Purchase Money Security Interest,

but excluding for greater certainty, trade payables, deferred income taxes and all obligations under the Debentures.

"Net Tangible Total Assets" means the total tangible assets of the Borrower (net of depreciation and amortization), less, to the extent included, the value attributed to intangible assets (including without limitation, goodwill, patents, trademarks, intellectual property, organization expenses, tradenames, deferred costs, deferred charges and other similar intangible assets) as determined on a consolidated basis, in accordance with GAAP.

"Net Total Debt" means Total Debt less Total Net Cash.

"Net Total Debt to Gross EBITDA Ratio" means the ratio of Net Total Debt of the Borrower on a consolidated basis at such time to Gross EBITDA for the twelve-month period ending at such time.

"Non-Controlled Accounts" means any accounts of Borrower or any of its Subsidiaries approved by the Lender which maintain cash balances for Borrower or any Restricted Subsidiary that are not maintained on deposit with the Lender or to which a deposit control account agreement in favour of the Lender has not been placed.

"Non-Material Subsidiaries" means, collectively, any Subsidiaries which are not otherwise a Material Subsidiary, an Excluded Subsidiary or a Non-Wholly Owned Subsidiary.

"Non-Wholly Owned Subsidiaries" means, collectively:

- (a) Crown Power LP;
- (b) CCPFLP;
- (c) Crown Power Fund Operators;
- (d) Crown Integrum Holding Inc.;
- (e) from and after the CCPF Reorganization Closing Date (if applicable), CPCP; and
- (f) any entity, from time to time, in which the Borrower or any other wholly-owned Subsidiary of the Borrower has an equity interest but such entity does not otherwise meet the definition of Subsidiary.

"PEGI Call Option" means the call option in favour of Public Energy Inc. provided for in Section 6.4(a) of the unanimous shareholders agreement dated as of April 9, 2019, among, *inter alios*, Crown Power LP, Crown Capital Partners Inc. and Public Energy Gas Inc., as amended, restated, supplemented or otherwise modified from time to time.

"PenEquity Enforcement Activities" means the enforcement of security under the Cosman Credit Agreement and/or MZ Commitment Letters against PenEquity LP, PenEquity GP, Stoney Creek Guarantors, or Barrie Guarantors.

"PenEquity GP" means PenEquity Development GP Inc.

"PenEquity LP" means PenEquity Development Limited Partnership.

"Permitted Acquisition" means (i) any Acquisition effected directly or indirectly through the realization of security held by the Borrower or another Loan Party (including, for certainty, Acquisitions funded through a credit bid of Funded Debt owed to such Loan Party) or (ii) any Acquisition which meets all of the following criteria:

- (a) those Acquisitions of equity interests or other securities in whatever legal manner or any acquisition of all or substantially all of the assets of a business or a unit or division of a business, consummated by any Loan Party or any Subsidiary for which the prior express approval of Lender has been obtained;
- (b) the Lender has received evidence that the Borrower has available sufficient funding to complete the Acquisition in compliance with its pro-forma financial covenants; and
- (c) at or forthwith following the closing of the Acquisition, the Lender shall receive, (i) such Security Documents as the Lender requires in order to create a first priority perfected security interest (subject to Permitted Encumbrances) in all present and after-acquired property comprising the Acquisition (in the case of a wholly-owned Acquisition) or first priority perfected security interest (subject to Permitted Encumbrances) in and to the Loan Party's Investment in the Acquisition entity (in the case of a non wholly owned Acquisition), and (ii) such legal opinions as may be reasonably required by the Lender.

"Permitted Debt" means, in respect of the Loan Parties:

- (a) the Facilities;
- (b) Funded Debt in respect of Purchase Money Security Interests and financial leases, provided that the aggregate outstanding principal amount of such Funded Debt does not exceed \$1,000,000 at any time for all Loan Parties;
- (c) Funded Debt under the Debentures in an aggregate principal amount not to exceed \$20,000,000, provided that the Debenture Subordination remains in full force and effect or such Funded Debt is otherwise subordinated and postponed to the Facilities on terms acceptable to the Lender acting reasonably;
- (d) Funded Debt in relation to credit facilities provided to CCPFLP, Crown Power LP and Crown Telecom LP;
- (e) Funded Debt in relation to the MZ Commitment Letters and Cosman Credit Agreement
- (f) Funded Debt of a Loan Party to another Loan Party;
- (g) Funded Debt of an entity acquired by realization of security held by the Borrower or any other Loan Party; and
- (h) trade payables, taxes payable or accrued liabilities incurred in the ordinary course of business.

"Permitted Disposition" means any of the following:

- (a) disposition of any Investment not exceeding 10% of Net Tangible Total Assets and/or Gross EBITDA of the Borrower made in the ordinary course of business;
- (b) equipment leasing transactions in relation to Crown Power LP, Crown Power Fund Operators and Crown Telecom LP;

- (c) disposition of [REDACTED] the CCPF Management Agreement and other assets in accordance with the CCPF Reorganization; and
- (d) disposition of units held in CCPFLP (including as part of the CCPF Reorganization) provided that the net cash proceeds shall be applied in accordance with Section 2(c) hereof.

"Permitted Distributions" means, in respect of the Loan Parties:

- (a) Distributions by a Loan Party to another Loan Party;
- (b) a normal course issuer bid or the Share Repurchases;
- (c) Distributions made pursuant to asset performance bonus pools, or similar compensation programs, for employees, officers, directors and other participants with respect to (i) performance fees earned by the Borrower in connection with the Crown Funds including, for certainty, any entitlements which the Borrower retains in respect to CCPFLP following the CCPF Reorganization Closing Date; and (ii) performance metrics and other conditions established by the Loan Parties (other than the Borrower) in connection with such pools and programs;
- (d) Distributions permitted under the Debenture Subordination; and
- (e) in any Fiscal Year, Distributions, not otherwise permitted by (a), (b), (c) or (d) of this definition, of no more than 80% of the Cash Available for Distribution in such Fiscal Year.

"Permitted Encumbrances" means, in respect of any Loan Party, the following:

- (a) liens for taxes, assessments or governmental charges not yet due or delinquent or the validity of which is being contested in good faith;
- (b) liens arising in connection with workers' compensation, unemployment insurance, pension, employment or other social benefits laws or regulations which are not yet due or delinquent or the validity of which is being contested in good faith;
- (c) liens under or pursuant to any judgment rendered or claim filed which are or will be appealed in good faith provided any execution thereof has been stayed;
- (d) undetermined or inchoate liens and charges incidental to construction or current operations which have not at such time been filed pursuant to law or which relate to obligations not due or delinquent or the validity of which is being contested in good faith by appropriate proceedings;
- (e) liens arising by operation of law such as builders' liens, carriers' liens, materialmen's liens and other liens of a similar nature which relate to obligations not due or delinquent or the validity of which is being contested in good faith by appropriate proceedings;
- (f) easements, rights-of-way, servitudes or other similar rights in land (including, without in any way limiting the generality of the foregoing, rights-of-way and servitudes for railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved or taken by other Persons which singularly or in the aggregate do not materially detract from the value of the land concerned or materially impair its use in the operation of the business of such Loan Party;

- (g) security given to a public utility or any municipality or governmental or other public authority when required by such utility or municipality or other authority in connection with the operations of such Loan Party, all in the ordinary course of its business which singularly or in the aggregate do not cause a Material Adverse Effect;
- (h) the reservation in any original grants from the Crown of any land or interests therein and statutory exceptions to title;
- (i) operating leases;
- (j) capital or financial lease transactions (according to GAAP), or sale-leaseback transactions, where the indebtedness represented by all such transactions does not at any time exceed \$1,000,000 in aggregate together with indebtedness under paragraph (k) hereof;
- (k) security interests granted or assumed to finance the purchase of any property or asset (a "**Purchase Money Security Interest**") where:
 - i) the security interest is granted at the time of or within 60 days after the purchase,
 - ii) the security interest is limited to the property and assets acquired, and
 - iii) the indebtedness represented by all Purchase Money Security Interests does not at any time exceed \$1,000,000 in aggregate together with indebtedness under paragraph (j) hereof;
- (l) landlord's liens or any other rights of distress reserved in or exercisable under any lease of real property for rent and for compliance with the terms of such lease; provided that such rent is not then overdue and such Loan Party is then in compliance in all material respects with such terms and the lien only attaches to the property that is the subject of such lease;
- (m) security interests or liens (other than those hereinbefore listed) of a specific nature (and excluding for greater certainty floating charges) on properties and assets having a fair market value not in excess of \$100,000 in aggregate;
- (n) security interests in favour of Lender in relation to the Facilities;
- (o) security interests granted by the Borrower in respect of the CCPFLP Credit Agreement;
- (p) security interests granted in connection with the Cosman Credit Agreement and the MZ Commitment Letters (and security documents required or contemplated thereunder);
- (q) security interests granted by an entity which is subsequently acquired by realization of security held by the Borrower or any other Loan Party;
- (r) security interests granted by a Loan Party in the ordinary course of such Loan Party's business, including security interests granted in connection with Funded Debt of such Loan Party, provided that security interests granted in relation to paragraph (d) under the definition "Permitted Debt"; and
- (s) any extension, renewal or replacement (or successive extensions, renewals or replacements), as a whole or in part, of any security interest referred to in the preceding subparagraphs of this definition, so long as any such extension, renewal or replacement of such security interest is limited to all or any part of the same property that secured the security interest extended, renewed or replaced (plus improvements on such property) and the indebtedness

or obligation secured thereby is not increased,

and for certainty, the permission to create a Permitted Encumbrance shall not be construed as a subordination or postponement, express or implied, of the Security Documents to such Permitted Encumbrance.

"Permitted Investments" means any Investment which meets all of the following criteria:

- (a) any Investment by way of financial assistance made by the Borrower or any other Loan Party, either directly or indirectly through a Crown Fund (including Restricted Subsidiaries) and: (i) in the case of Crown Power LP, includes any Investment (whether by way of financial assistance or otherwise) in a Crown Power Fund Operator or in assets leased or intended to be leased to a Crown Power Fund Operator; and (ii) in the case of a Crown Fund not existing as of the day hereof, any Investment not by way of financial assistance, provided that such Investment does not in the aggregate exceed 5% of the consolidated Net Tangible Total Assets and/or Gross EBITDA of the Borrower;
- (b) if the Investment is held by a Crown Fund, (i) the Crown Fund which holds the investment is managed by the Borrower and its general partner is a wholly-owned Subsidiary of the Borrower or, after the CCPF Reorganization Closing Date, CPCP, and (ii) all units of such Crown Fund which are held by the Borrower or Restricted Subsidiaries are pledged pursuant to the Security Documents;
- (c) the documents governing the Investment do not contain a confidentiality provision that purports to restrict the ability of the Lender or the Borrower or Restricted Subsidiaries or any assignee to exercise any of its rights in respect thereof;
- (d) the Investment does not contravene any Applicable Laws;
- (e) all filings, recordings and/or notices necessary by law or reasonably prudent and desirable for the perfection and protection of any security interests securing the Investment and the preservation of the intended priority thereof are being maintained by the Borrower or Restricted Subsidiaries; and
- (f) the maximum amount that may be invested by the Borrower or a Loan Party in a single Investment is \$10,000,000, unless otherwise (i) permitted, or (ii) otherwise consented to by the Lender (in its capacity as Agent), in either case, under the Syndicated Credit Agreement;

"Person" means any natural person, corporation (including a business trust and a public benefit corporation), limited liability company, unlimited liability corporation, trust, joint venture, association, company, partnership, joint stock company, firm, enterprise, unincorporated association, governmental authority or other entity.

"Prime" means the prime lending rate per annum established by Lender from time to time for commercial loans denominated in Canadian dollars made by Lender in Canada.

"Priority Payable" means, at any time, any liability of any Loan Party to any Person that ranks, in right of payment in any circumstances, equal to or in priority to any liability of a Loan Party to Lender, and may include unpaid wages, salaries and commissions, unremitted source deductions for employment insurance premiums or Canada Pension Plan contributions, vacation pay, arrears of rent, unpaid taxes, withholding tax liabilities, goods and services taxes, all sales and consumption taxes, harmonized sales tax, customs duties, amounts owed in respect of workers' compensation, amounts owed to unpaid vendors who have a right of repossession, and amounts owing to creditors which may claim priority by statute or under a Purchase Money Security Interest.

"Related Parties" means, with respect to any Person, such Person's affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's affiliates.

"Relevant Jurisdiction" means from time to time, any province or territory in Canada or other relevant political subdivision of any other jurisdiction where any Loan Party is organized or incorporated, has material property or carries on a material portion of its business.

"Restricted Subsidiaries" means, collectively, the Guarantors, the Excluded Subsidiaries, the Non-Material Subsidiaries and the Non-Wholly Owned Subsidiaries, from time to time.

"Sanctions" means any sanctions or trade embargoes imposed, administered or enforced from time to time by any relevant sanctions authority including, without limitation, under the *United Nations Act* (Canada), the *Special Economic Measures Act* (Canada) and the *Export and Import Permits Act* (Canada).

"Share Repurchases" means the repurchase of shares of the Borrower pursuant to a Substantial Issuer Bid to be funded, in whole or in part, with the proceeds of Facility #2.

"Stoney Creek Guarantors" means, collectively:

- (a) PRC Stoney Creek Corp.; and
- (b) Penady (Stoney Creek) Ltd.

"Subordinated Debt" means Indebtedness of Borrower:

- (a) the primary terms of which including, without limitation, its interest rate, payment schedule and maturity date, and the proposed use of funds, are all satisfactory to Lender,
- (b) which has been validly and absolutely postponed and subordinated in right of payment and collection to the permanent repayment in full of the Borrowings to the satisfaction of Lender, and
- (c) which is unsecured or with respect to which all security, if any, held for that Indebtedness has been fully subordinated to the security granted under the Loan Documents to the satisfaction of Lender.

"Subsidiary" means, as to any person:

- (a) another person of which such person alone or in conjunction with its other Subsidiaries owns an aggregate number of securities sufficient to enable the election of a majority of the directors (or other persons performing similar functions) regardless of the manner in which other securities are voted by such person or one or more of their respective Subsidiaries, or by a combination thereof;
- (b) a person of which such person alone or in conjunction with its other Subsidiaries has, through the operation of any agreement or otherwise, the ability to elect or cause the election of a majority of the directors (or other persons performing similar functions) or otherwise exercise control over the management and policies of the person by such person or one or more of their respective Subsidiaries, or by a combination thereof;
- (c) any trust of which 50% or more of the equity or beneficial interests therein are owned or controlled by such person or one or more of their respective Subsidiaries, or by a combination thereof;

- (d) any partnership or joint venture of which such person:
 - i) is the general or managing partner, or
 - ii) directly or indirectly, owns more than 50% of the equity or beneficial interest thereof,

and shall include any person in like relation to a Subsidiary.

"Substantial Issuer Bid" means a substantial issuer bid completed in accordance with National Instrument 62-104 pursuant to which the Borrower may repurchase up to 20% of its shares within 90 days of the Closing Date.

"Swap" means a Commodity Swap, Currency Swap or Interest Swap.

"Total Debt" means, with respect to any person, and with respect to the Borrower determined on a consolidated basis (without duplication):

- (a) Indebtedness under the Facilities;
- (b) Indebtedness represented by bonds, Subsidiaries' bank loans, loans subordinated to the Lender, subordinated debt and debentures, less any subordinated debt, convertible debentures (including the Debentures);
- (c) all obligations required to be capitalized under any sale and lease-back transactions and financial leases; and
- (d) all obligations of such person in respect of the deferred purchase or acquisition price of property secured by any Purchase Money Security Interest.

"Total Net Cash" means, in respect of the Borrower or any Restricted Subsidiary, as the case may be, on a consolidated basis, but without duplication, the Borrower's or such Restricted Subsidiary's, as the case may be, (i) cash balances maintained on deposit with the Lender, (ii) cash balances maintained on deposit in an account with respect to which a deposit control account agreement in favour of the Lender is in place on terms and conditions satisfactory to the Lender, and (iii) cash balances maintained in all Non-Controlled Accounts.

"Unfunded Capital Expenditures" means for any period, the sum (without duplication) of the aggregate amount of all Capital Expenditures made by the Borrower (on a consolidated basis) during such period, to the extent such Capital Expenditures are not funded by (a) Permitted Debt, (b) the proceeds of share issuances or equity contributions, (c) the proceeds of a disposition effected either within 180 days before or after the Capital Expenditure or pursuant to a binding commitment entered into within 180 days after the Capital Expenditure, or (d) insurance proceeds attributable to the loss of damage of the Property being replaced or restored by the subject Capital Expenditures and that are funded by the Facilities. For greater certainty, any negative Unfunded Capital Expenditures for any period shall be deemed to be zero.

"WireIE" means WireIE Inc.

"WireIE Development" means WireIE (Development) Inc.

SCHEDULE "A"

FORM OF COMPLIANCE CERTIFICATE

To: ATB Financial
Corporate Financial Services
600, 585-8th Avenue S.W.
Calgary, Alberta T2P 1G1
Attention: Director

I, _____ hereby certify as of the date of this certificate as follows:

- (a) I am the _____ [**insert title**] of Crown Capital Partners Inc. ("**Borrower**") and I am authorized to provide this certificate to you for and on behalf of Borrower.
- (b) This certificate applies to the [fiscal quarter/fiscal year] ending _____.
- (c) I am familiar with and have examined the provisions of the letter agreement (the "**Agreement**") dated _____, 20____ between Borrower and ATB Financial, as lender, and have made reasonable investigations of corporate records and inquiries of other officers and senior personnel of Borrower and of any Guarantor. Terms defined in the Agreement have the same meanings when used in this certificate.
- (d) No event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of the Agreement and there is no reason to believe that during the next fiscal quarter of Borrower, any such event or circumstance will occur.

OR

We are or anticipate being in default of the following terms or conditions, and our proposed action to meet compliance is set out below:

Description of any breaches and proposed action to remedy: _____
_____.

- (e) Our financial ratios are as follows [**modify as required**]:
- i) the Net Funded Debt to EBITDA Ratio is ____:1.00, being not more than the required ratio of ____:1.00;
- ii) the Net Total Debt to Gross EBITDA Ratio is ____:1.00, being not more than the required ratio of ____:1.00;
- iii) the Fixed Charge Coverage Ratio is ____:1.00, being not less than the required ratio of ____:1.00.
- (f) Our Total Net Cash is \$_____, which is the aggregate of the following:
- i) cash balances maintained on deposit with the Lender in the amount of

\$_____;

- ii) cash balances maintained on deposit in accounts with deposit control account agreements in favour of the Lender in the amount of \$_____; and
- iii) cash balances maintained on deposit in Non-Controlled Accounts in the amount of \$_____.

(g) **[Attached as Appendix "B" hereto is an updated organizational and ownership structure of the Borrower, all Non-Wholly Owned Subsidiaries, all Subsidiaries and all Material Subsidiaries of the Borrower, which updated organizational and ownership structure is true and correct as at the date hereof.] OR [There have been no changes to the organizational and ownership structure of the Borrower, the Non-Wholly Owned Subsidiaries, the Subsidiaries or the Material Subsidiaries of the Borrower attached to the compliance certificate dated the ___ day of _____, 20__ previously delivered to the Lender.]**

(h) The detailed calculations of the foregoing ratios and covenants are set forth in the addendum annexed hereto and are true and correct in all respects.

This certificate is given by the undersigned officer in his/her capacity as an officer of Borrower without any personal liability on the part of such officer.

Dated this ____ day of _____, 20__.

CROWN CAPITAL PARTNERS INC.

Per: _____
 Name: _____
 Title: _____

SCHEDULE "B"

REQUEST FOR EXTENSION

Date:

ATB Financial
Corporate Financial Services
600, 585-8th Avenue S.W.
Calgary, Alberta T2P 1G1
Attention: Director

Dear Sir/Madam:

We refer to the agreement dated as of _____ between Crown Capital Partners Inc. as Borrower and ATB Financial as Lender (the "**Agreement**"). Capitalized terms used herein have the same meaning as in the Agreement.

In accordance with the Agreement, we hereby request that Lender provide an offer to extend the Facility #1 Maturity Date for a period of 365 days.

We hereby certify that:

1. except as disclosed to Lender in writing, the representations and warranties contained in the Agreement are true and correct on the date hereof and will be true and correct on the date of extension, as applicable, with the same effect as if such representations and warranties were made on such dates; and
2. no event or circumstance has occurred which constitutes or which, with the giving of notice, lapse of time, or both, would constitute a breach of any covenant or other term or condition of the Agreement or any Security Document granted in connection therewith and there is no reason to believe that during the next fiscal quarter of Borrower, any such event or circumstance will occur.

If you will offer this extension on the existing terms and conditions, please execute the counterpart of this request for extension and return it to us in accordance with the provisions of the Agreement.

Yours truly,

CROWN CAPITAL PARTNERS INC.

Per: _____
Name: _____
Title: _____

As a guarantor of the obligations of Borrower to Lender, we hereby acknowledge the foregoing and confirm that our guarantee remains in full force and effect in respect of all obligations of Borrower to Lender, including those under the Agreement, if so extended.

[·] *[Name of Guarantor]*

Per: _____

Name: _____

Title: _____

Lender hereby offers to extend the Facility #1 Maturity Date of the Agreement for a period of three hundred sixty-four (364) days from the date of your acceptance of this offer. This offer is open for acceptance until _____, being the day prior to the current Facility #1 Maturity Date.

ATB FINANCIAL

Per: _____

Name: _____

Title: _____

Accepted on _____, _____.

· ***CROWN CAPITAL PARTNERS INC.***

Per: _____

Name: _____

Title: _____

SCHEDULE "C"

PROVISIONS RELATING TO GUARANTEED NOTES

If Guaranteed Notes are available under the Agreement, Borrower will issue non-interest bearing promissory notes to Lender in multiples of \$100,000, subject to a minimum of \$500,000, with a minimum term of 30 days and up to 180 day maturity dates. Lender is authorized to hold or negotiate any such promissory notes.

On the date of drawdown, Lender shall make an advance to Borrower in an amount equal to the proceeds which would have been realized from a hypothetical sale of those Guaranteed Notes at the Discount Rate, less the acceptance fees payable under this Agreement.

Borrower agrees to be bound by the power of attorney set out in Schedule "C" to the Agreement.

Guaranteed Notes shall remain in effect until the maturity of the term selected and notwithstanding anything to the contrary contained in this Agreement, may not be repaid prior to their maturity. On the maturity date thereof, Borrower shall pay Lender the face amount of each Guaranteed Note. If Lender does not receive written instructions from Borrower prior to maturity concerning the renewal of the Guaranteed Notes, then the face amount of the Guaranteed Notes shall be automatically deemed to be outstanding as a Prime-based loan under the relevant Facility until written instructions are received from Borrower.

SCHEDULE "D"

POWER OF ATTORNEY APPLICABLE TO GUARANTEED NOTES

Borrower hereby appoints Lender, acting by its duly authorized signing officers (the "**Attorney**") for the time being at the Branch of Account, the attorney of Borrower:

- (a) to sign for and on behalf and in the name of Borrower as drawer, guaranteed notes in Lender's standard form for advances in the nature of Guaranteed Note advances (the "**Notes**") payable to Lender or its order evidencing Guaranteed Note advances made by Lender to Borrower; and
- (b) to fill in the amount, date and maturity date of such Notes;

provided that such acts in each case are to be undertaken by Lender in accordance with instructions given to Lender by Borrower as provided in this power of attorney.

Instructions to Lender relating to the execution and completion by Lender on behalf of Borrower of Notes which Borrower wishes to issue to Lender shall be communicated by Borrower to Lender in writing at the Branch of Account following delivery by Borrower of a notice in respect of a drawdown or conversion and shall specify the following information:

- (a) a Canadian Dollar amount, which shall be the aggregate face amount of the Guaranteed Note advances to be made by Lender in respect of a particular drawdown or conversion;
- (b) a specified period of time, which shall be the number of days after the date of such Notes that such Notes are to be payable, and the dates of issue and maturity of such Notes; and
- (c) payment instructions specifying the account number of Borrower and the financial institution at which the proceeds of such Guaranteed Note advances are to be credited.

The communication in writing by Borrower to Lender of the instructions referred to above shall constitute the authorization and instruction of Borrower to Lender to complete and execute Notes in accordance with such information as set out above. Borrower acknowledges that Lender shall not be obligated to make any Guaranteed Note advances and therefore complete and execute any Notes evidencing the same. Lender shall be and is hereby authorized to act on behalf of Borrower upon and in compliance with instructions communicated to Lender as provided in this Agreement if Lender reasonably believes them to be genuine.

Borrower agrees to indemnify Lender and its directors, officers, employees, affiliates and agents and to hold it and them harmless from any loss, liability, expense or claim of any kind or nature whatsoever incurred by any of them as a result of any action or inaction in any way relating to or arising out of this power of attorney or the acts contemplated hereby; provided that this indemnity shall not apply to any such loss, liability, expense or claim which results from the negligence or willful misconduct of Lender or any of its directors, officers, employees, affiliates or agents.

This power of attorney may be revoked by Borrower at any time upon not less than five (5) Business Days' written notice served upon Lender at the Branch of Account provided that (i) it may be replaced with another power of attorney forthwith and (ii) no such revocation shall reduce, limit or otherwise affect the obligations of Borrower in respect of any Note executed and completed in accordance herewith prior to the time at which such revocation becomes effective. This power of attorney may be terminated by Lender at any time upon not less than five (5) Business Days' written notice to Borrower.

Any revocation or termination of this power of attorney shall not affect the rights of Lender and the obligations of Borrower with respect to the indemnities of Borrower above stated with respect to all matters arising prior in time to any such revocation or termination.

This power of attorney shall be governed in all respects by the laws of the Province of Alberta and the laws of Canada applicable therein and each of Borrower and Lender hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of such jurisdiction in respect of all matters arising out of this power or attorney.

SCHEDULE "E"

GUARANTORS

CROWN CAPITAL FUNDING CORPORATION

CROWN CAPITAL PRIVATE CREDIT MANAGEMENT INC.

CROWN CAPITAL PRIVATE CREDIT FUND, LP

CPO I INC.

CPO II INC.

MCS ENERGY 17 INC.

WIREIE INC.

COMMUNITY NETWORK PARTNERS LTD.

GALAXY BROADBAND COMMUNICATIONS INC.

PENEQUITY DEVELOPMENT GP INC.

PENEQUITY DEVELOPMENT LIMITED PARTNERSHIP

PRC BARRIE CORP.

PENADY (NORTH BARRIE) LIMITED.

PRC STONEY CREEK CORP.

PENADY (STONEY CREEK) LTD.

CROWN OPERATING PARTNER SERVICES INC.

SCHEDULE "F"

EXISTING SECURITY

1. Amended and Restated General Security Agreement dated February 5, 2019 granted by Borrower in favour the Agent;
2. Amended and Restated Pledge Agreement dated September 4, 2019 granted by Borrower in favour the Agent, as amended by a First Amending Agreement dated as of October 23, 2019 and a Second Amending Agreement dated February 9, 2021;
3. Pledge Agreement re: Berkshire Power Corp. dated May 31, 2019 granted by Borrower in favour the Agent;
4. Pledge Agreement re: Staple Energy Distributed Resources Ltd. dated May 31, 2019 granted by Borrower in favour the Agent;
5. Pledge Agreement re: Public Energy Gas Inc. with call option dated May 31, 2019 granted by Borrower in favour the Agent;
6. Assignment of Management Agreements dated December 22, 2016 granted by Borrower in favour the Agent as amended and confirmed by the confirmation of security dated February 5, 2019;
7. Guarantee dated as of December 22, 2016 granted by CCFC in favour of the Agent, each as amended and confirmed by confirmations of guarantee and security dated February 5, 2019, July 31, 2019, January 26, 2021 and March 15, 2021;
8. Guarantee dated as of December 22, 2016 granted CCPCM in favour of the Agent, each as amended and confirmed by confirmations of guarantee and security dated February 5, 2019, July 31, 2019, January 26, 2021 and March 15, 2021;
9. Guarantee dated as of December 22, 2016 granted by CCPCLP, by its general partner, CCPCM in favour of the Agent, each as amended and confirmed by confirmations of guarantee and security dated February 5, 2019, July 31, 2019, January 26, 2021 and March 15, 2021;
10. Guarantee dated as of October 23, 2019 granted by CPO I in favour of the Agent as confirmed by confirmations of guarantee and security dated January 26, 2021 and March 15, 2021;
11. Guarantee dated as of October 23, 2019 granted by CPO II in favour of the Agent as confirmed by confirmations of guarantee and security dated January 26, 2021 and March 15, 2021;
12. Guarantee dated as of October 23, 2019 granted by MCS in favour of the Agent as confirmed by confirmations of guarantee and security dated January 26, 2021 and March 15, 2021;
13. Guarantee dated as of February 9, 2021 granted by WireIE in favour of the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021;
14. Guarantee dated as of February 9, 2021 granted by Galaxy in favour of the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021;
15. Guarantee dated as of February 9, 2021 granted by CNP in favour of the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021; Agent

16. Guarantee dated as of February 9, 2021 granted by PenEquity GP in favour of the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021;
17. Guarantee dated as of February 9, 2021 granted by PenEquity LP in favour of the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021;
18. Guarantee dated as of March 15, 2021 granted by Penady (Stoney Creek) Ltd. in favour of the Agent;
19. Guarantee dated as of March 15, 2021 granted by PRC Stoney Creek Corp. in favour of the Agent;
20. Guarantee dated as of April 15, 2021 granted by PRC Barrie Corp. in favour of the Agent;
21. Guarantee dated as of April 15, 2021 granted by Penady (North Barrie) Limited. in favour of the Agent;
22. General Security Agreement dated as of December 22, 2016 granted by CCFC in favour of the Agent, each as amended and confirmed by confirmations of guarantee and security dated February 5, 2019, July 31, 2019, January 26, 2021 and March 15, 2021;
23. General Security Agreement dated as of December 22, 2016 granted CCPCM in favour of the Agent, each as amended and confirmed by confirmations of guarantee and security dated February 5, 2019, July 31, 2019, January 26, 2021 and March 15, 2021;
24. General Security Agreement dated as of December 22, 2016 granted by CCPCLP, by its general partner, CCPCM in favour of the Agent, each as amended and confirmed by confirmations of guarantee and security dated February 5, 2019, July 31, 2019, January 26, 2021 and March 15, 2021;
25. General Security Agreement dated as of October 23, 2019 granted by CPO I in favour of the Agent as confirmed by a confirmation of guarantee and security dated January 26, 2021 and March 15, 2021;
26. General Security Agreement dated as of October 23, 2019 granted by CPO II in favour of the Agent as confirmed by a confirmation of guarantee and security dated January 26, 2021 and March 15, 2021;
27. General Security Agreement dated as of October 23, 2019 granted by MCS in favour of the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021;
28. General Security Agreement dated as of February 9, 2021 granted by WireIE in favour of the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021;
29. General Security Agreement dated as of February 9, 2021 granted by Galaxy in favour of the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021;
30. General Security Agreement dated as of February 9, 2021 granted by CNP in favour of the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021;
31. General Security Agreement dated as of February 9, 2021 granted by PenEquity GP in favour of

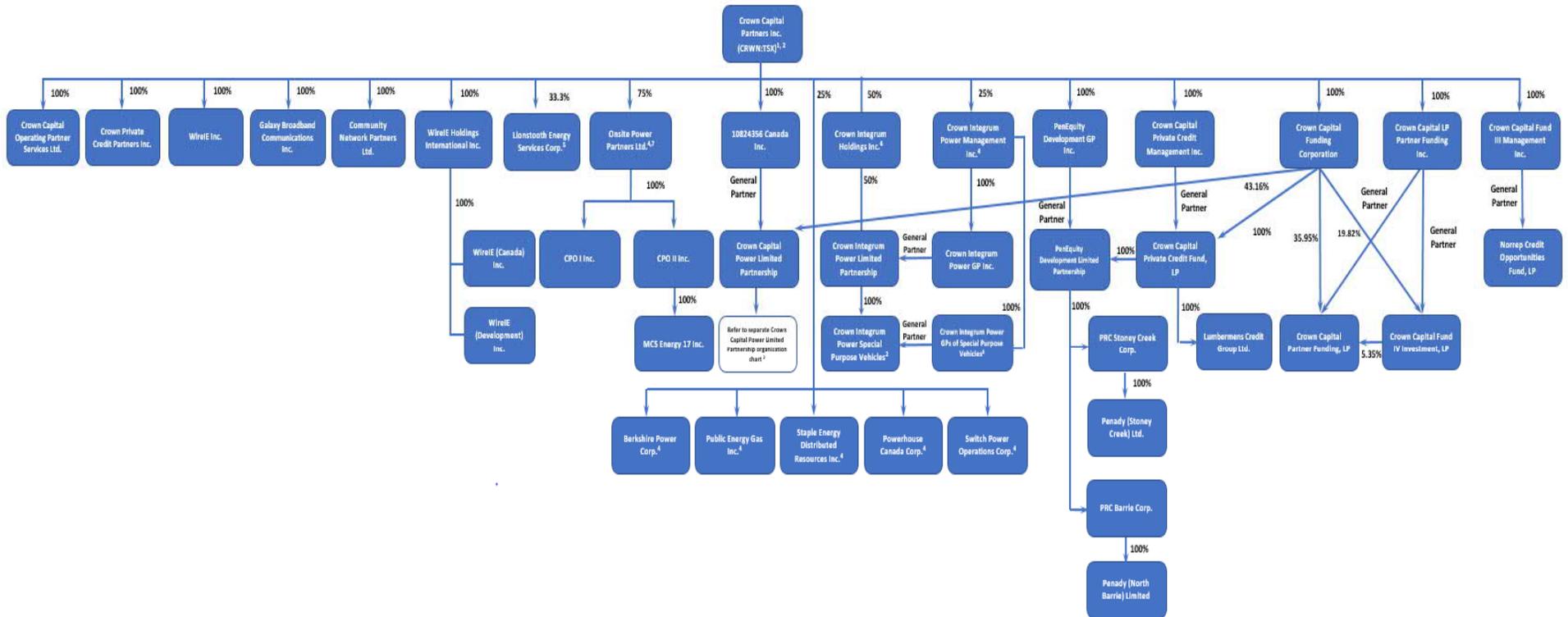
- the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021;
32. General Security Agreement dated as of February 9, 2021 granted by PenEquity LP in favour of the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021;
 33. Pledge Agreement dated as of December 22, 2016 granted by CCFC in favour of the Agent, as supplemented by a Supplement to Pledge Agreement dated as of January 16, 2017, each as amended and confirmed by confirmations of guarantee and security dated February 5, 2019, July 31, 2019, January 26, 2021 and March 15, 2021;
 34. Pledge Agreement dated as of December 22, 2016 granted CCPCM in favour of the Agent, each as amended and confirmed by confirmations of guarantee and security dated February 5, 2019, July 31, 2019, January 26, 2021 and March 15, 2021;
 35. Pledge Agreement dated as of December 22, 2016 granted by CCPCLP, by its general partner, CCPCM in favour of the Agent, each as amended and confirmed by confirmations of guarantee and security dated February 5, 2019, July 31, 2019, January 26, 2021 and March 15, 2021;
 36. Pledge Agreement dated as of October 23, 2019 granted by CPO II in favour of the Agent as confirmed by a confirmation of guarantee and security dated January 26, 2021 and March 15, 2021;
 37. Pledge Agreement dated as of February 9, 2021 granted by CCPCLP in favour of the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021;
 38. Pledge Agreement dated as of February 9, 2021 granted by PenEquity GP in favour of the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021;
 39. Pledge Agreement dated as of March 15, 2021 granted by PenEquity LP in favour of the Agent, as amended by the First Amending Agreement to Pledge Agreement dated April 15, 2021;
 40. Assignment of Partnership Agreement dated as of December 22, 2016 granted by CCPCM in favour of the Agent, each as amended and confirmed by confirmations of guarantee and security dated February 5, 2019, July 31, 2019, January 26, 2021 and March 15, 2021;
 41. Assignment of Partnership Agreement dated as of February 9, 2021 granted by PenEquity GP in favour of the Agent as confirmed by a confirmation of guarantee and security dated March 15, 2021;
 42. Assignment of Credit Agreements granted by CCPCLP, by its general partner, CCPCM in favour of the Agent, each as amended and confirmed by confirmations of guarantee and security dated February 5, 2019, July 31, 2019, January 26, 2021 and March 15, 2021;
 43. Subordination Agreement dated as of June 13, 2018 among the Borrower, the Agent and TSX Trust Company, as trustee for the debenture holders of the Debentures;
 44. Subordination Agreement dated as of February 5, 2019 among the Borrower, the Agent and the Agent (as defined under the CCPFLP Credit Agreement); and
 45. Account Control Agreement dated March 28, 2019 between Borrower, Agent and Bank of Montreal as account bank.

SCHEDULE "G"

OWNERSHIP STRUCTURE/ORGANIZATIONAL CHART

A. Organizational Chart:

Crown Capital Partners Inc. - Organization Chart
May 2021



Notes:

1. Crown Capital Partners Inc. is the manager of each of the limited partnerships ("LPs") listed here.
2. Crown Capital Power Limited Partnership and Crown Capital Partners Inc. hold equity interests in multiple operators, which in turn wholly own the special purpose vehicles engaged in the provision of energy services.
3. Each special purpose vehicle of Crown Integrum Power Limited Partnership has its own general partner entity. The general partner entities are wholly owned by Crown Integrum Power Management Inc., over which Crown Capital Power Limited Partnership and Crown Capital Partners Inc. each hold a 25% equity interest.
4. Crown Capital Power Limited Partnership holds a 25% ownership interest in the entity.
5. Crown Capital Power Limited Partnership holds a 33.3% ownership interest in the entity.
6. Crown Capital Power Limited Partnership holds a 50% ownership interest in the entity.
7. Formerly "Crown Power Ops Corp."

B. Equity Ownership:

- (a) Crown Capital Partners Inc.:
 - (i) 100 class A common shares in the capital of Crown Capital Private Credit Management Inc.;
 - (ii) 100 class A common shares in the capital of Crown Capital Funding Corporation.;
 - (iii) 100 class A common shares in the capital of Crown Capital LP Partner Funding Inc.;
 - (iv) 100 class A common shares in the capital of Crown Capital Fund III Management Inc.;
 - (v) 100 class A common shares in the capital of 10824356 Canada Inc.;
 - (vi) 50 class A shares of Staple Energy Distributed Resources Inc.;
 - (vii) 25,000 common shares of Berkshire Power Corp.;
 - (viii) 50 common shares of Public Energy Gas Inc.;
 - (ix) 75 class A common shares of Onsite Power Partners Ltd. (formerly Crown Power Ops Corp.);
 - (x) 43,154,251 common shares of WireIE Holdings International Inc.;
 - (xi) 23.15 preferred shares of WireIE Holdings International Inc.;
 - (xii) 50 class A common shares of Crown Integrum Holdings Inc.;
 - (xiii) 25 common shares of Crown Integrum Power Management Inc.;
 - (xiv) 100,000 common shares of Lionstooth Energy Services Corp.;
 - (xv) 100 common shares of Community Network Partners Ltd.;
 - (xvi) 25 common shares of Powerhouse Canada Corp.;
 - (xvii) 100 common shares of WireIE Inc.;

- (xviii) 25 common shares of Switch Power Operations Corp.;
- (xix) 1,230,250 class A common shares of Galaxy Broadband Communications Inc.;
- (xx) 4,457,250 class B common shares of Galaxy Broadband Communications Inc.;
- (xxi) 262,500 class C common shares of Galaxy Broadband Communications Inc.;
- (xxii) 1,130,298 class D common shares of Galaxy Broadband Communications Inc.;
- (xxiii) 100 class A common shares of PenEquity Development GP Inc.;
- (xxiv) 100 common shares of Crown Private Credit Partners Inc.; and
- (xxv) 100 common shares of Crown Capital Operating Partner Services Ltd.
- (b) Crown Capital Fund III Management Inc., formerly Norrep Credit Opportunities Fund Inc.:
 - (i) Nominal general partner interest in Norrep Credit Opportunities Fund, LP.
- (c) Crown Capital LP Partner Funding Inc.:
 - (i) General partner interest in Crown Capital Partner Funding, LP.
- (d) Crown Capital Private Credit Management Inc.:
 - (i) General partner interest in Crown Capital Private Credit Fund, LP.
- (e) Crown Capital Funding Corporation:
 - (i) 25,000 units of Crown Capital Private Credit Fund, LP;
 - (ii) 101,213 units of Crown Capital Partner Funding, LP;
 - (iii) 3,270 units of Crown Capital Fund IV Investment, LP; and
 - (iv) 25,000 units of Crown Capital Power Limited Partnership.

- (f) Crown Capital Private Credit Fund, LP:
 - (i) 100 units of PenEquity Development Limited Partnership; and
 - (ii) 263,643 common shares of Lumbermens Credit Group Ltd.;
- (g) Crown Capital Partner Funding, LP:
 - (i) 676,790 common shares of Source Energy Services Ltd.;
 - (ii) 620,456 common share warrants in the capital of Baylin Technologies Inc.;
 - (iii) 11,904,526.31 common share warrants in the capital of Ferus Inc.;
 - (iv) 8,000,000 common share warrants in the capital of Persta Resources Inc.;
 - (v) 1,510,000 common share warrants in the capital of Data Communications Management Corp.;
 - (vi) 1 common share of RBee Aggregate Consulting Ltd.; and
 - (vii) 7,200,000 common share warrants in the capital of CareRx Corporation (formerly Centric Health Corporation).
- (h) Crown Capital Power Limited Partnership:
 - (i) 50 class A shares of Staple Energy Distributed Resources Inc.;
 - (ii) 25,000 common shares of Berkshire Power Corp.;
 - (iii) 50 common shares of Public Energy Gas Inc.;
 - (iv) 25 Class A common shares of Onsite Power Partners Ltd. (formerly Crown Power Ops Corp.);
 - (v) 50 Class A shares of Crown Integrum Holdings Inc.;
 - (vi) 25 common shares of Crown Integrum Power Management Inc.;
 - (vii) 100,000 common shares of Lionstooth Energy Services Corp.;

- (viii) 25 common shares of Powerhouse Canada Corp.; and
- (ix) 25 common shares of Switch Power Operations Corp.
- (i) Onsite Power Partners Ltd.:
 - (i) 100 Class A common shares of CPO I Inc.; and
 - (ii) 100 Class A common shares of CPO II Inc.
- (j) CPO II Inc.:
 - (i) 100 common shares of MCS Energy 17 Inc.; and
 - (ii) 100 Class A special shares of MCS Energy 17 Inc.
- (k) WireIE Holdings International Inc.:
 - (i) 1 common share of WireIE (Canada) Inc.; and
 - (ii) 1 common share of WireIE (Development) Inc.
- (l) PenEquity Development GP Inc.:
 - (i) General partner interest in PenEquity Development Limited Partnership.
- (m) PenEquity Development Limited Partnership:
 - (i) 100 common shares of PRC Stoney Creek Corp.; and
 - (ii) 100 common shares of PRC Barrie Corp.
- (n) PRC Stoney Creek Corp.:
 - (i) 50 common shares of Penady (Stoney Creek) Ltd.
- (o) PRC Barrie Corp.:

(i) 50 common shares of Penady (North Barrie) Limited