

**SIXTH AMENDING AGREEMENT  
TO THE MAXIM POWER CORP.  
AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF JUNE 30, 2021**

THIS SIXTH AMENDING AGREEMENT is dated as of March 31, 2023.

**AMONG:**

**MAXIM POWER CORP.,**  
as Borrower

- and -

**ATB FINANCIAL,**  
as Administrative Agent

- and -

**ATB FINANCIAL and FIERA PRIVATE DEBT FUND VI LP**  
as Lenders

Recitals:

- A. Maxim Power Corp., as borrower (the “**Borrower**”), ATB Financial, as administrative agent (the “**Administrative Agent**”), Fiera Private Debt Fund VI LP, as syndication agent (the “**Syndication Agent**”) and ATB Financial, Fiera Private Debt Fund IV LP, and others that from time to time become lenders, as lenders (the “**Lenders**”) are parties to an amended and restated credit agreement dated as of June 30, 2021, as amended by the first amending agreement dated as of November 3, 2021, a second amending agreement dated as of November 23, 2021, a third amending agreement dated as of April 27, 2022, a fourth amending agreement dated as of June 8, 2022, a fifth amending agreement dated as of September 6, 2022, the letter agreement re: scheduled completion date and commissioning period extension dated as of December 15, 2022, the confirmation of Lender consent letter from the Administrative Agent dated as of January 30, 2023 and the letter agreement re: scheduled completion date and recovery plan extension dated as of February 28, 2023 (as so amended, the “**Credit Agreement**”).
- B. Pursuant to a notice delivered by the Borrower to the Administrative Agent on October 2, 2022, the Borrower notified the Administrative Agent that a fire occurred at the Milner 2 facility during the afternoon of September 30, 2022 (the “**Fire**”).
- C. Pursuant to a notice delivered by the Borrower to the Administrative Agent on October 7, 2022, the Borrower notified the Administrative Agent that, as a result of the Fire, the Substantial Completion Date and Completion would be delayed beyond the Scheduled Completion Date.

Now therefore in consideration of the premises, the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

In this Agreement, including the recitals, unless something in the subject matter or context is inconsistent therewith, the following words and phrases shall have the following meanings:

- (a) **“Agreement”** or **“Sixth Amending Agreement”** means this sixth amending agreement, as amended, modified, supplemented or restated from time to time;
- (b) **“Amended Credit Agreement”** means the Credit Agreement as amended by the Sixth Amending Agreement; and
- (c) **“Sixth Amendment Effective Date”** means the date first written above.

All capitalized terms used but not otherwise defined herein shall have the same meaning ascribed thereto in the Credit Agreement.

### 1.2 Headings

The headings and the Article and Section titles are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

### 1.3 References

Unless something in the subject matter or context is inconsistent therewith, all references to Articles, Sections and Schedules shall be construed to refer to Articles and Sections of, and Schedules to, this Agreement, and the words **“herein”**, **“hereof”** and **“hereunder”** and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof.

## ARTICLE 2 AMENDMENTS

### 2.1 Amendments

Effective as of the Sixth Amendment Effective Date, the Credit Agreement shall be amended as follows:

- (a) Section 1.1 of the Credit Agreement is hereby amended by adding the following new definitions in appropriate alphabetical order:

**“Filter House”** means the air inlet filter house associated with the Project which experienced a property damage loss on or about September 30, 2022.

**“Filter House Business Interruption Insurance Proceeds”** means the proceeds of insurance received or receivable by the Loan Parties from the policies of business interruption insurance maintained over the Project, as a result of the damage to the Filter House on or about September 30, 2022.

**“Filter House Insurance Proceeds”** means, collectively, the Filter House Business Interruption Insurance Proceeds and the Filter House Property Insurance Proceeds.

**“Filter House Property Insurance Proceeds”** means the proceeds of insurance received or receivable by the Loan Parties from the policies of property insurance maintained over the Project, as a result of the damage to the Filter House on or about September 30, 2022.

**“Filter House Repair Program”** means the plan for: (i) the reconstruction, repair and return to service of the simple cycle combustion gas turbine, and (ii) the repair and/or replacement of the Filter House, all as described in more detail in the Filter House Repair Program IE Report.

**“Filter House Repair Program Available Funds”** means, at any time, the aggregate of: (a) all cash that is held in the Construction Accounts or is otherwise on deposit with ATB and in each case is then available to pay Filter House Repair Program Costs, and (b) the amount of any Filter House Property Insurance Proceeds on deposit in the Insurance Proceeds Account which are required to be made available to the Borrower in accordance with Section 9.7.3.

**“Filter House Repair Program Completion”** means the completion and satisfaction of each of the following:

- (a) the completion of the Filter House Repair Program, as verified by the Independent Engineer;
- (b) the review and validation of the Filter House Repair Program Updated Financial Model by the IE, which shall be satisfactory to the Lenders, acting reasonably, demonstrating that the Project will be able to meet the Minimum Required DSCR; and
- (c) the representations and warranties contained in Article 7 shall be true and correct (other than those made as of a specific date) and no Default or Event of Default shall have occurred that is continuing.

**“Filter House Repair Program Cost Deficiency”** means any deficiency that may exist when the Filter House Repair Program Costs remaining to be paid exceed the amount of the Filter House Repair Program Available Funds, as confirmed by the Independent Engineer in its monthly reports to the Lenders on the progress of the Filter House Repair Program.

**“Filter House Repair Program Costs”** means, at any time, the aggregate remaining costs, expenses and fees required to be paid by the Loan Parties to complete the Filter House Repair Program, which, as of the Sixth Amendment Effective Date, are in the aggregate amount of **\$Redacted**, plus the amounts required to fund Debt Service and other cash deficiencies of the Loan Parties as a result of the reduced generation capacity of the Project until the Filter House Repair Program Completion, all as set out in the Filter House Repair Program Initial Budget. **[Commercially sensitive amount redacted]**

**“Filter House Repair Program IE Report”** means the report of the Independent Engineer, in form and substance satisfactory to the Lenders, acting reasonably, with respect to the work required to complete the Filter House Repair Program, which will, among other things, include:

- (a) confirmation that the Filter House Repair Program Costs and the schedule associated therewith are reasonable; and
- (b) confirmation that the proposed Filter House Repair Program Material Project Contracts are adequate to complete the Filter House Repair Program.

**“Filter House Repair Program Initial Budget”** means the initial budget of Filter House Repair Program Costs required to be paid to complete the Filter House Repair Program, which are budgeted to be in the aggregate amount of **\$Redacted** and have been validated in the Filter House Repair Program IE Report, plus the amounts required to fund the Debt Service and other cash deficiencies of the Borrower as a result of the reduced generation capacity of the Project until the Filter House Repair Program Completion. **[Commercially sensitive amount redacted]**

**“Filter House Repair Program Initial Material Project Contracts”** means the following:

- (a) the project purchase order number PO-FHRP-002.1 dated as of November 24, 2022 entered into by Milner Power II LP and **Redacted**; **[Confidential counterparty name redacted]** and
- (b) the technical services agreement dated as of December 13, 2022 entered into between Milner Power II LP and the EPC Contractor.

**“Filter House Repair Program Material Project Contracts”** means the Filter House Repair Program Initial Material Project Contracts and the Filter House Repair Program Subsequent Material Project Contracts.

**“Filter House Repair Program Subsequent Material Project Contract”** means any contract or agreement entered into by any Loan Party after the Sixth Amendment Effective Date with respect to the Filter House Repair Program in respect of which payments made to or from a Loan Party during the term of such contract or agreement (including any renewal term) or payments to be made upon termination thereof in the aggregate equal or exceed **\$Redacted** per individual contract or agreement or is otherwise material to the Filter House Repair Program. **[Commercially sensitive amount redacted]**

**“Filter House Repair Program Updated Financial Model”** means a Financial Model to be run after the Filter House Repair Program Completion and updated to reflect additional costs and expenses to be incurred by the Borrower (if any) which are not reflected in the Financial Model that was delivered to the Lenders on the Closing Date.

**“Insurance Proceeds Account”** means a Collateral Account to be maintained by the Borrower with the Administrative Agent and into which all of the Filter House Property Insurance Proceeds are to be deposited.

**“Sixth Amending Agreement”** means the sixth amending agreement dated as of March 31, 2023 between the Borrower, the Lenders and the Administrative Agent pursuant to which this Agreement is amended.

**“Sixth Amendment Effective Date”** means the date of the Sixth Amending Agreement.”

- (b) Section 1.1 of the Credit Agreement is hereby amended by deleting the definition of **“Additional Material Project Contracts”** in its entirety and replacing it with the following:

**“Additional Material Project Contracts”** means each EPC Subcontract upon the EPC Contract Warranty End Date and each other contract and agreement material to the ownership, construction, testing or Operation of the Project entered into by a Loan Party subsequent to the Closing Date which is not listed in Schedule 7 attached hereto (excluding any contract entered into by a Loan Party in respect of the Filter House Repair Program) and in respect of which payments made to or from a Loan Party during the term of such contract or agreement (including any renewal term) or payments to be made upon

termination thereof in the aggregate equal or exceed **\$Redacted**, or is otherwise material to the Project. **[Commercially sensitive amount redacted]**

- (c) Section 1.1 of the Credit Agreement is hereby amended by adding the following to the end of the definition of **"EBITDA"**:

"Notwithstanding the foregoing, the calculation of EBITDA for the purposes of the financial covenants in Section 10.1.31 shall include the Filter House Business Interruption Insurance Proceeds."

- (d) Section 1.1 of the Credit Agreement is hereby amended by deleting the definition of **"Material Project Contracts"** in its entirety and replacing it with the following:

**"Material Project Contracts"** means:

- (a) the agreements listed in Schedule 7;
- (b) the Filter House Repair Program Material Project Contracts;
- (c) each Additional Material Project Contract; and
- (d) any replacement of any of the foregoing."

- (e) Section 1.1 of the Credit Agreement is hereby amended by deleting the definition of **"Outside Date"** in its entirety and replacing it with the following:

**"Outside Date"** means May 31, 2024."

- (f) Section 1.1 of the Credit Agreement is hereby amended by deleting paragraph (i) in the definition of **"Permitted Distribution"** in its entirety and replacing it with the following:

"(i) payment to repurchase Shares of the Borrower under a normal course issuer bid in an aggregate amount of up to **\$Redacted** in each Financial Year after the Substantial Completion Date, provided that no Default or Event of Default has occurred and is continuing or would reasonably be expected to result from such payment;". **[Commercially sensitive amount redacted]**

- (g) Section 1.1 of the Credit Agreement is hereby amended by deleting the definition of **"Scheduled Completion Date"** in its entirety and replacing it with the following:

**"Scheduled Completion Date"** means **Redacted**, or such other date that may be agreed to by the Lenders, acting reasonably; provided however, such other date shall not in any event be later than the Outside Date." **[Commercially sensitive information redacted]**

- (h) Subsections 9.1.2(a) and (d) of the Credit Agreement are hereby amended by deleting the reference to **"\$Redacted"** in the last paragraph of each such subsection and replacing it with **"\$Redacted"**. **[Commercially sensitive amounts redacted]**

- (i) Article 9 of the Credit Agreement is amended by adding the following at the end of Section 9.7.6:

**"9.8 Insurance Proceeds Account and Filter House Insurance Proceeds**

- (a) The Borrower will open and maintain the Insurance Proceeds Account with the Administrative Agent and will deposit or cause to be deposited into the Insurance

Proceeds Account, as the case may be, all Filter House Insurance Proceeds received or receivable by the Loan Parties.

- (b) Notwithstanding any other provision of Article 9 (including, without limitation, Section 9.7.3), the Agent shall promptly transfer to the Borrower all Filter House Business Interruption Insurance Proceeds deposited into the Insurance Proceeds Account. Any Filter House Property Insurance Proceeds held in the Insurance Proceeds Account may be released to the Borrower in accordance with Section 9.7.3. After the Filter House Repair Program Completion has occurred, any Filter House Insurance Proceeds remaining in the Insurance Proceeds Account may be transferred directly into the Construction Accounts and to the extent not required to fund any amounts in respect of the Filter House Repair Program Completion requirements, shall, notwithstanding any other provision of this Agreement (including, without limitation, Section 9.7.3), be transferred as the Borrower may direct. For greater certainty, any Filter House Property Insurance Proceeds received by the Loan Parties shall not be included in EBITDA for the purpose of the financial covenants in Section 10.1.31."
  
- (j) Section 10.1.8 of the Credit Agreement is hereby amended by deleting subparagraph (d)(i) in its entirety and replacing it with the following:
  - "(i) monthly construction status reports (each such report, a "**Construction Report**") no later than the 30<sup>th</sup> day after the end of each calendar month, including (A) a statement of all amounts paid under the Material Project Contracts in the previous month and anticipated to be payable in the next succeeding month, (B) an estimate of the remaining Cost to Complete, (C) a statement that the Project is being completed in a timely manner so as not to delay Substantial Completion or Completion beyond the Scheduled Completion Date or delay Completion beyond the Outside Date, (D) during the period beginning on the Sixth Amendment Effective Date and ending on the Completion Date, the matters described in Section 10A.4(a) and a detailed description of all capital expenditures made in the previous month and anticipated to be payable in the next succeeding month, and setting forth the aggregate amount of all capital expenditures made in respect of the Project during such period as of the date of such Construction Report, and (E) such other construction matters as the Majority Lenders, acting reasonably, may request and which Construction Reports shall contain a confirmation from the Independent Engineer (such confirmation, the "**Independent Engineer's Monitoring Confirmation**") that: (y) all Change Orders made pursuant to the EPC Contract or any other Material Project Contract are reasonable and appropriate, and (z) Available Funds are sufficient to fund the remaining Cost to Complete;".
  
- (k) Subsection 10.1.21(b) of the Credit Agreement is hereby amended by deleting the last paragraph of such subsection and replacing it with the following:

"For greater certainty, the Borrower shall not be required to maintain the Commodity Hedges under this Section 10.1.21(b) during the period beginning on the first day of the Commissioning Period and ending on the Substantial Completion Date and the Borrower shall be able to exclude months that are reasonably expected to be included in such period from the rolling monthly calculation contemplated in this Section 10.1.21(b)."
  
- (l) Subsection 10.2.17 of the Credit Agreement is hereby amended by deleting the reference to "**\$Redacted**" and replacing it with "**\$Redacted**". [**Commercially sensitive amounts redacted**]
  
- (m) The Credit Agreement is hereby amended by inserting the following immediately after Article 10:

**“ARTICLE 10A  
FILTER HOUSE REPAIR PROGRAM PROVISIONS**

**10A.1 Filter House Repair Program Initial Material Project Contracts**

- (a) The Lenders acknowledge that the Filter House Repair Program Initial Material Project Contracts have been entered into by Milner Power II LP and the applicable Counterparties thereto.
- (b) Notwithstanding Section 10.1.15, the Borrower shall use reasonable commercial efforts to arrange for the applicable Counterparties to the Filter House Repair Program Initial Material Project Contracts to provide a Consent to the Administrative Agent, which Consent shall be satisfactory to the Administrative Agent (acting reasonably) and acceptable to the Majority Lenders.

**10A.2 Filter House Repair Program Subsequent Material Project Contracts**

- (a) The Borrower shall enter into all Filter House Repair Program Subsequent Material Project Contracts as and when required in order to complete the Filter House Repair Program in accordance with the schedule approved by the IE in the Filter House Repair Program IE Report.
- (b) If requested by the Administrative Agent, and notwithstanding Section 10.1.15, the Borrower shall use reasonable commercial efforts to obtain a Consent with respect to each Filter House Repair Program Subsequent Material Project Contract, which Consent shall be satisfactory to the Administrative Agent (acting reasonably) and acceptable to the Majority Lenders.

**10A.3 Filter House Repair Program Available Funds**

Filter House Repair Program Available Funds shall at all times equal or exceed the Filter House Repair Program Costs.

**10A.4 Reporting and Filter House Repair Program Costs**

- (a) In accordance with the engagement of the Independent Engineer in connection with the Filter House Repair Program, the Independent Engineer will complete site visits from time to time, review the monthly reports prepared by the Borrower and provide a report to the Administrative Agent on the status of the cost and schedule of the Filter House Repair Program every month, identifying and opining on any schedule delays and Filter House Repair Program Cost Deficiency.
  - (b) The Borrower will deliver or cause to be delivered to the Administrative Agent monthly cash flow reports no later than the 30<sup>th</sup> day after the end of each calendar month until the Filter House Repair Program Completion has occurred."
- (n) Article 12 of the Credit Agreement is hereby amended by adding the following at the end of Section 12.1.26:

“12.1.27            **Filter House Repair Program**

A Filter House Repair Program Cost Deficiency occurs and is not remedied within 15 Business Days after the earlier of (i) the Borrower’s knowledge thereof, and (ii) written notice thereof has been given to the Borrower by the Administrative Agent.”

### ARTICLE 3 FEES

#### 3.1 Fee

The Borrower agrees to pay to the Administrative Agent, for the benefit of the Lenders, on a *pro rata* basis, a fee equal to **Redacted** bps of the aggregate Commitments of the Lenders (the "**Fee**") on the Sixth Amendment Effective Date. [**Commercially sensitive amount redacted**]

### ARTICLE 4 CONDITIONS PRECEDENT

#### 4.1 Conditions Precedent

This Agreement will not become effective until the following conditions precedent have been satisfied, fulfilled, waived or otherwise met to the satisfaction of the Administrative Agent on the Sixth Amendment Effective Date:

- (a) the Administrative Agent shall have received:
  - (i) a duly executed copy of this Agreement (including the Consent and Agreement of Guarantors annexed hereto);
  - (ii) a Recovery Plan from the Borrower and the Independent Engineer in form and substance satisfactory to the Administrative Agent, acting reasonably;
  - (iii) the Filter House Repair Program IE Report, in form and substance satisfactory to the Lenders;
  - (iv) a report from the Insurance Consultant with respect to the Filter House, addressed to the Administrative Agent, in form and substance satisfactory to the Administrative Agent, acting reasonably;
  - (v) current certificates of insurance from the Borrower's insurance broker listing the Administrative Agent as first mortgagee and loss payee;
  - (vi) a certificate of a Senior Officer of the Loan Parties substantially in the form delivered by the Loan Parties to the Administrative Agent on the Closing Date, provided that the certifications contained in paragraphs 6, 9, 10 and 11 of such certificate shall not be required to be provided in the certificate to be delivered pursuant to this Section 4.1(a)(vi);
  - (vii) a certificate of a Senior Officer of the Borrower attaching a true and complete copy of each Filter House Repair Program Initial Material Project Contract;
  - (viii) certificates of status (or equivalents thereof) with respect to the Borrower and each other Loan Party issued by the appropriate Official Body in their respective jurisdictions of formation;
  - (ix) payment by the Borrower of the Fee and all other reasonable costs, fees and expenses incurred by the Administrative Agent or the Lenders with respect to this Sixth Amending Agreement, including the payment of any reasonable legal fees to Lenders' Counsel; and
  - (x) such other documentation as the Lenders may reasonably request; and

- (b) the Borrower shall have established the Insurance Proceeds Account with the Administrative Agent.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES**

### **5.1 Representations and Warranties**

The Borrower agrees with and confirms to the Administrative Agent and the Lenders that, as of the Sixth Amendment Effective Date, each of the representations and warranties listed in Article 7 of the Amended Credit Agreement (other than those made as of a specific date) is true and accurate. Further, the Borrower hereby represents and warrants to the Administrative Agent that:

- (a) the execution and delivery of this Agreement and the performance by it of its obligations hereunder and under the Amended Credit Agreement (i) are within its corporate powers, (ii) have been duly authorized by all necessary corporate action, (iii) have received all necessary governmental approval (if any required), and (iv) do not and will not contravene or conflict with any provision of any Applicable Law or of its constating documents or by-laws;
- (b) this Agreement and the Amended Credit Agreement are each legal, valid and binding obligations of the Borrower, enforceable in accordance with their respective terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, winding-up, moratorium or similar Applicable Laws relating to the enforcement of creditors' rights generally and by general principles of equity; and
- (c) as of the Sixth Amendment Effective Date, no Default or Event of Default has occurred and is continuing.

## **ARTICLE 6 MISCELLANEOUS**

### **6.1 Confirmation of Security**

The Borrower agrees with and confirms to the Administrative Agent that as of the Sixth Amendment Effective Date, the Security delivered by the Borrower is and shall remain in full force and effect in all respects and shall continue to exist and apply to all of the Obligations of the Borrower under, pursuant or relating to the Amended Credit Agreement. This confirmation of security is in addition to and shall not limit, derogate from or otherwise affect any provisions of the Security.

### **6.2 Governing Law**

The parties agree that this Agreement is conclusively deemed to be made under, and for all purposes to be governed by and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein. There shall be no application of any conflict of law or other rules which would result in any laws other than internal laws in force in the Province of Alberta applying to this Agreement. The parties hereto do hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Alberta for all matters arising out of or relating to this Agreement, or any of the transactions contemplated hereby or by any thereof, without prejudice to the rights of the Administrative Agent to take proceedings in other jurisdictions.

### **6.3 Continuing Effect**

Each of the parties acknowledges and agrees that the Amended Credit Agreement, the Security and all other documents executed and delivered pursuant thereto or in connection therewith, will be and

continue in full force and effect and are hereby confirmed and the rights and obligations of all parties thereunder will not be affected or prejudiced in any manner except as specifically provided herein.

**6.4 Further Assurances**

The Borrower will from time to time forthwith at the Administrative Agent's request and at the Borrower's own cost and expense, make, execute and deliver, or cause to be done, made, executed and delivered, all such further documents, financing statements, assignments, acts, matters and things which may be reasonably required by the Lenders and as are consistent with the intention of the parties as evidenced herein, with respect to all matters arising under this Agreement.

**6.5 Counterparts**

This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which when executed and delivered will be deemed to be an original, but all of which when taken together constitutes one and the same instrument. Any party may execute this Agreement by signing any counterpart.

***[signature page follows]***

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be duly executed on the date and year first above written.

**MAXIM POWER CORP.**, as Borrower

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**

**ATB FINANCIAL**, as Administrative Agent

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**

**ATB FINANCIAL**, as Lender

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**

**FIERA PRIVATE DEBT FUND VI LP**, by its  
general partner, **FIERA PRIVATE DEBT  
FUND GP INC.**, as Lender

Per: **(signed)** \_\_\_\_\_  
Name: **Redacted**  
Title: **Redacted**

Per: **(signed)** \_\_\_\_\_  
Name: **Redacted**  
Title: **Redacted**

**CONSENT AND AGREEMENT OF GUARANTORS**

Each undersigned Loan Party hereby consents and agrees to the terms of this Sixth Amending Agreement, acknowledges and confirms the representations and warranties applicable to it in this Sixth Amending Agreement and in the Amended Credit Agreement, acknowledges and agrees that all Security granted by it to the Administrative Agent in support of its obligations thereunder remains in full force and effect, unamended and enforceable against it in accordance with its terms (except as enforceability may be limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws affecting creditor's rights generally). The undersigned undertakes and agrees to take all such actions as may be required of it to give effect to and cause the performance of the terms and conditions of this Sixth Amending Agreement and the Amended Credit Agreement.

Dated effective \_\_\_\_\_, 2023.

**MILNER POWER INC., as Guarantor**

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**

**MILNER POWER LIMITED PARTNERSHIP,  
by its general partner MILNER POWER INC.,  
as Guarantor**

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**

**MILNER POWER II INC., as Guarantor**

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**

**MILNER POWER II LIMITED  
PARTNERSHIP**, by its general partner  
**MILNER POWER II INC.**, as Guarantor

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**

Per: (signed)  
Name: **Redacted**  
Title: **Redacted**