

**VERTEX RESOURCE GROUP LTD.,
as Borrower**

- and -

**THE PERSONS PARTY HERETO FROM TIME TO TIME
IN THEIR CAPACITIES AS LENDERS**

- and -

**ROYAL BANK OF CANADA
as Administrative Agent**

- with -

**ROYAL BANK OF CANADA
as Lead Arranger, Sole Bookrunner,
Syndication Agent and Documentation Agent**

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

Dated June 28, 2024

TABLE OF CONTENTS

	Page
ARTICLE 1 INTERPRETATION.....	2
1.1 Definitions	2
1.2 Headings	2
1.3 Subdivisions.....	2
1.4 Number	2
1.5 Statutes, Regulations and Rules.....	2
1.6 Permitted Encumbrances	2
1.7 Monetary References	2
1.8 Time	3
1.9 Governing Law	3
1.10 Enurement.....	3
1.11 Amendments	3
1.12 No Waiver.....	3
1.13 Severability	3
1.14 Inconsistency	4
1.15 Accounting Terms and Principles.....	4
1.16 Changes in IFRS or Accounting Policies	4
1.17 Schedules	6
1.18 Knowledge of a Person.....	6
1.19 Amendment and Restatement	7
1.20 Interest Rates; Benchmark Notification.....	8
ARTICLE 2 CONDITIONS PRECEDENT.....	8
2.1 Conditions Precedent	8
2.2 Conditions Precedent to all Drawdowns.....	10
2.3 Waiver.....	10
ARTICLE 3 CREDIT FACILITIES	10
3.1 Revolving Facilities	10
3.2 Term Loan Facility	11
3.3 Increase in Commitment Amount.....	11
3.4 Extension of Termination Date.....	12
3.5 Maturity Date	14
3.6 Repayment	14
3.7 Prepayment and Cancellation	16
3.8 Use of Proceeds	16
3.9 Types of Accommodation.....	17
3.10 Interest and Fees	17
3.11 Swap Facilities.....	20
3.12 Borrowing Base Upon Completion of Permitted Acquisition.....	20
3.13 Additional Term Facility Advance	20

ARTICLE 4 SECURITY	21
4.1 Security	21
4.2 Sharing of Security	21
4.3 Exclusivity of Remedies	22
4.4 Form of Security	23
4.5 After Acquired Property	23
4.6 Undertaking to Grant Fixed Charge Security	23
4.7 Further Assurances	24
4.8 Security for Swap Documents with Former Lenders	24
ARTICLE 5 FUNDING AND OTHER MECHANICS	25
5.1 Funding of Accommodations	25
5.2 Notice Provisions	25
5.3 Irrevocability	25
5.4 Rollover or Conversion of Accommodations	26
5.5 Agent's Obligations	26
5.6 Lenders' Obligations	26
5.7 Failure of a Lender to Fund	26
5.8 Exchange Rate Fluctuations	29
5.9 Excess Relating to Benchmark Loans	29
ARTICLE 6 CALCULATION OF INTEREST AND FEES.....	30
6.1 Records	30
6.2 Payment of Interest and Fees	30
6.3 Debit Authorization	31
6.4 Conversion to Another Currency	31
6.5 Maximum Rate of Return	31
6.6 Waivers	31
6.7 Deemed Reinvestment Not Applicable	32
ARTICLE 7 GENERAL PROVISIONS RELATING TO BENCHMARK LOANS.....	32
7.1 General.....	32
7.2 Early Termination of Interest Periods.....	33
7.3 Inability to Determine Rates.....	33
7.4 Benchmark Setting.....	34
ARTICLE 8 LETTERS OF CREDIT.....	36
8.1 Letters of Credit Commitment.....	36
8.2 Notice of Issuance.....	36
8.3 Form of Letter of Credit	36
8.4 Procedure for Issuance of Letters of Credit.....	37
8.5 Payment of Amounts Drawn Under Letters of Credit	37
8.6 Fees	38
8.7 Obligations Absolute	38
8.8 Indemnification; Nature of Lenders' Duties.....	38

8.9	Escrowed Funds	40
8.10	Records	40
ARTICLE 9 INCREASED COSTS		41
9.1	Changes in Law	41
9.2	Changes in Circumstances	42
9.3	Application of Sections 9.1 and 9.2.....	42
9.4	Taxes.....	42
9.5	Illegality.....	43
ARTICLE 10 REPRESENTATIONS AND WARRANTIES OF THE BORROWER		44
10.1	Representations and Warranties	44
10.2	Acknowledgement	50
10.3	Survival and Inclusion	50
ARTICLE 11 COVENANTS OF THE BORROWER.....		50
11.1	Affirmative Covenants.....	50
11.2	Reporting Covenants	53
11.3	Financial Covenants.....	55
11.4	Negative Covenants	56
11.5	Material Subsidiaries	58
ARTICLE 12 EVENTS OF DEFAULT		59
12.1	Event of Default.....	59
12.2	Remedies.....	62
12.3	Adjustments	62
12.4	Waivers	63
12.5	Attorney in Fact	63
12.6	Set off.....	63
12.7	Application of Proceeds.....	64
ARTICLE 13 CONFIDENTIALITY		64
13.1	Non Disclosure	64
13.2	Exceptions.....	65
13.3	Permitted Disclosures by the Administrative Agent or the Lenders	65
ARTICLE 14 ASSIGNMENT		65
14.1	Assignment of Interests	65
14.2	Assignment by the Lenders	65
14.3	Effect of Assignment	66
14.4	Participations	66
ARTICLE 15 ADMINISTRATION OF THE CREDIT FACILITIES.....		67
15.1	Authorization and Action	67

15.2	Procedure for Making Advances	68
15.3	Remittance of Payments	69
15.4	Redistribution of Payment	69
15.5	Duties and Obligations	70
15.6	Prompt Notice to the Lenders	71
15.7	Administrative Agent and Authority	71
15.8	Lenders' Credit Decisions	71
15.9	Indemnification.....	72
15.10	Successor Agent.....	72
15.11	Taking and Enforcement of Remedies	73
15.12	Reliance Upon Agent.....	73
15.13	Agent May Perform Covenants	73
15.14	No Liability of Agent.....	74
15.15	Nature of Obligations under this Agreement.....	74
15.16	Lender Consent.....	74
15.17	Departing Lenders	75
15.18	Erroneous Payments	77

ARTICLE 16 MISCELLANEOUS.....80

16.1	Notices	80
16.2	No Partnership, Joint Venture or Agency.....	81
16.3	Judgment Currency.....	81
16.4	Environmental Indemnity of Borrower	82
16.5	General Indemnity	82
16.6	Further Assurances	83
16.7	Expenses	83
16.8	Waiver of Law	83
16.9	Attornment and Waiver of Jury Trial	83
16.10	Interest on Payments in Arrears.....	84
16.11	Payments Due on Banking Day.....	85
16.12	Anti-Money Laundering Legislation	85
16.13	Whole Agreement.....	85
16.14	Financial Crimes and Sanctions Laws Acknowledgements and Indemnification.....	86
16.15	Counterparts.....	87

SCHEDULES

Schedule A	–	Definitions
Schedule B	–	Commitments
Schedule C	–	Form of Borrowing Base Certificate

- Schedule D – Form of Compliance Certificate
- Schedule E – Form of Notice of Borrowing
- Schedule F – Form of Notice of Rollover or Notice of Conversion or Notice of Repayment
- Schedule G – List of Loan Parties and Disclosure Information
- Schedule H – Form of Assignment
- Schedule I – Leased Properties
- Schedule J – Form of Request for Offer of Extension

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

THIS AGREEMENT is made effective June 28, 2024,

BETWEEN:

VERTEX RESOURCE GROUP LTD.
as **Borrower**

- and -

THE PERSONS PARTY HERETO FROM TIME TO TIME
IN THEIR CAPACITIES AS LENDERS

- and -

ROYAL BANK OF CANADA
as **Administrative Agent**

- with -

ROYAL BANK OF CANADA
as **Lead Arranger, Sole Bookrunner,**
Syndication Agent and Documentation Agent

PREAMBLE:

Pursuant to the Existing Credit Agreement, the Lenders (including HSBC Bank Canada, the amalgamation predecessor of Royal Bank of Canada) agreed with the Borrower to establish secured credit facilities in favour of the Borrower on the terms and conditions and for the purposes set forth therein and Royal Bank of Canada (as amalgamation successor to HSBC Bank Canada) agreed to act as Administrative Agent for the Lenders under such credit facilities. The Borrower has requested and the Lenders have agreed to amend and restate the Existing Credit Agreement on the terms and conditions set out in this Agreement.

AGREEMENT:

In consideration of the covenants and agreements between the Parties contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Capitalized words and phrases used in the Documents, the Schedules hereto and in all notices and communications expressed to be made pursuant to this Agreement will have the meanings set out in Schedule A, unless otherwise defined in any of the Documents.

1.2 Headings

Headings, subheadings and the table of contents contained in the Documents are inserted for convenience of reference only and will not affect the construction or interpretation of the Documents.

1.3 Subdivisions

Unless otherwise stated, reference herein to a Schedule or to an Article, Section, paragraph or other subdivision is a reference to such Schedule to this Agreement or such Article, Section, paragraph or other subdivision of this Agreement. Unless specified otherwise, reference in Schedule A to a Schedule or to an Article, Section, paragraph or other subdivision is a reference to such Schedule or Article, Section, paragraph or other subdivision of this Agreement.

1.4 Number

Wherever the context in the Documents so requires, a term used herein importing the singular will also include the plural and *vice versa*.

1.5 Statutes, Regulations and Rules

Any reference in the Documents to all or any section or paragraph or any other subdivision of any Law will, unless otherwise expressly stated, be a reference to that Law or the relevant section or paragraph or other subdivision thereof, as such Law may be amended, substituted, replaced or re-enacted from time to time.

1.6 Permitted Encumbrances

Any reference in any of the Documents to a Permitted Encumbrance is not intended to and will not be interpreted as subordinating or postponing, or as any agreement to subordinate or postpone, any obligation of any Loan Party to the Lenders under any of the Documents to any Permitted Encumbrance.

1.7 Monetary References

Whenever an amount of money is referred to in the Documents, such amount will, unless otherwise expressly stated, be in Canadian Dollars.

1.8 Time

Time will be of the essence of the Documents.

1.9 Governing Law

The Documents will be governed by and construed in accordance with the Law in force in the Province of Alberta from time to time.

1.10 Enurement

The Documents will be binding upon and will enure to the benefit of the Parties and their respective successors and permitted assigns.

1.11 Amendments

No Document may be amended orally and, subject to Sections 1.12(a), 15.16 and 16.1(e), any amendment may only be made by way of an instrument in writing signed by the Parties.

1.12 No Waiver

- (a) No waiver by a Party of any provision or of the breach of any provision of the Documents will be effective unless it is contained in a written instrument duly executed by an authorized officer or representative of such Party. Such written waiver will affect only the matter specifically identified in the instrument granting the waiver and will not extend to any other matter, provision or breach.
- (b) The failure of a Party to take any steps in exercising any right in respect of the breach or non-fulfillment of any provision of the Documents will not operate as a waiver of that right, breach or provision, nor will any single or partial exercise of any right preclude any other or future exercise of that right or the exercise of any other right, whether in Law or otherwise.
- (c) Acceptance of payment by a Party after a breach or non-fulfillment of any provision of the Documents requiring a payment to such Party will constitute a waiver of such provision if cured by such payment, but will not constitute a waiver or cure of any other provision of the Documents.

1.13 Severability

If the whole or any portion of the Documents or the application thereof to any circumstance will be held invalid or unenforceable to an extent that does not affect the operation of the Document in question in a fundamental way, the remainder of the Document in question, or its application to any circumstance other than that to which it has been held invalid or unenforceable, will not be affected thereby and will be valid and enforceable to the fullest extent permitted by applicable Law.

1.14 Inconsistency

To the extent that there is any inconsistency or ambiguity between the provisions of this Agreement and any other Document, the provisions of this Agreement will govern to the extent necessary to eliminate such inconsistency or ambiguity.

1.15 Accounting Terms and Principles

Except as otherwise expressly provided, all accounting terms, principles and calculations applicable to the Credit Facilities will be interpreted, applied and calculated, as the case may be, in accordance with IFRS. The basis of accounting and all calculations set out in this Agreement will be applied and made on a consistent basis and will not be changed for the purposes of this Agreement unless required by IFRS (subject to Section 1.16 or as agreed to by the Lenders in writing, such agreement not to be unreasonably withheld). It will be reasonable for the Lenders to withhold their consent if a proposed change could reasonably be expected to adversely affect the obligations of the Borrower or rights of the Lenders under the Documents.

1.16 Changes in IFRS or Accounting Policies

- (a) Subject to Section 1.16(f), if:
- (i) there occurs a material change in IFRS;
 - (ii) the Borrower or any other Loan Party, as permitted by IFRS, adopts a material change in an accounting policy in order to more appropriately present events or transactions in its financial statements; or
 - (iii) the Borrower or any other Loan Party, adopts, with the Lenders' consent as required in accordance with Section 11.4(h), accounting principles other than IFRS, whether IFRS or otherwise,

and any such change would require disclosure under IFRS or in the consolidated financial statements of the Borrower and would cause an amount required to be determined for the purposes of any financial covenant in Section 11.3 or any other financial calculation hereunder (each a "**Financial Calculation**") to be materially different than the amount that would be determined without giving effect to such change, the Borrower shall notify the Administrative Agent of such change (an "**Accounting Change**").

- (b) Such notice (an "**Accounting Change Notice**") shall describe the nature of the Accounting Change, its effect on the current and immediately prior year's financial statements and state whether the Borrower wishes to revise the method of calculating the Financial Calculation in order that amounts determined after giving effect to such Accounting Change and the revised method of calculating the Financial Calculation will approximate the amount that would be determined without giving effect to such Accounting Change and without giving effect to the revised method of calculating the Financial Calculation. The Accounting Change

Notice shall be delivered to the Administrative Agent within 60 days after the end of the Fiscal Quarter in which the Accounting Change is implemented or, if such Accounting Change is implemented in the fourth Fiscal Quarter or in respect of an entire Fiscal Year, within 90 days after the end of such period.

- (c) If, pursuant to the Accounting Change Notice, the Borrower does not indicate that it desires to revise the method of calculating the Financial Calculation, the Administrative Agent or the Majority Lenders may within 30 days after receipt of the Accounting Change Notice, notify the Borrower that they wish to revise the method of calculating the Financial Calculation in the manner described above.
- (d) If either the Borrower, the Administrative Agent or the Majority Lenders so indicate that they wish to revise the method of calculating the Financial Calculation, the Borrower and the Majority Lenders shall in good faith attempt to agree on a revised method of calculating the Financial Calculation. Until the Borrower and the Majority Lenders have reached agreement in writing on such revised method of calculation, such method of calculation shall not be revised and all amounts to be determined thereunder shall be determined without giving effect to the Accounting Change. For greater certainty, if no notice of a desire to revise the method of calculating the Financial Calculation in respect of an Accounting Change is given by either the Borrower, the Administrative Agent or the Majority Lenders within the applicable time period described above, then the method of calculating the Financial Calculation shall not be revised in response to such Accounting Change and all amounts to be determined pursuant to the Financial Calculation shall be determined after giving effect to such Accounting Change.
- (e) If a Compliance Certificate is delivered in respect of a Fiscal Quarter or Fiscal Year in which an Accounting Change is implemented without giving effect to any revised method of calculating the Financial Calculation, and subsequently, as provided above, the method of calculating the Financial Calculation is revised in response to such Accounting Change, or the amount to be determined pursuant to the Financial Calculation is to be determined without giving effect to such Accounting Change, the Borrower shall deliver a revised Compliance Certificate.
- (f) Notwithstanding the foregoing, the Parties acknowledge and agree that the proposed changes to the lease accounting rules in IFRS, if implemented, shall be considered a material change in IFRS for the purposes of Section 1.16(a); however, the Parties acknowledge and agree that this Accounting Change and its impact on any Financial Calculation hereunder, including, without limitation, its impact on any financial covenant in Section 11.3, shall not (i) trigger a Default or Event of Default under this Agreement; or (ii) impact the interest and fees payable by the Borrower under the Credit Facilities pursuant to Section 3.10. Upon the occurrence of an Accounting Change under this Section 1.16(f), the Borrower and the Administrative Agent shall, in good faith, negotiate the Accounting Change's impact on any financial covenant hereunder and shall negotiate any interest and fees payable by the Borrower under the Credit Facilities.

- (g) Any Event of Default which arises as a result of the Accounting Change and which is cured by this Section 1.16 shall be deemed never to have occurred.
- (h) For the purposes of this Agreement, including all Financial Calculations, any lease which would have been accounted for as an operating lease under IFRS as in effect on December 31, 2018 shall be, notwithstanding any change in IFRS effective January 1, 2019, or thereafter, deemed to be accounted for as an operating lease in accordance with IFRS as in effect on December 31, 2018 (regardless of whether such lease is entered into or assumed before or after December 31, 2018).

1.17 Schedules

The following are the Schedules which form part of this Agreement:

- Schedule A – Definitions
- Schedule B – Commitments
- Schedule C – Form of Borrowing Base Certificate
- Schedule D – Form of Compliance Certificate
- Schedule E – Form of Notice of Borrowing
- Schedule F – Form of Notice of Rollover or Notice of Conversion or Notice of Repayment
- Schedule G – List of Loan Parties and Disclosure Information
- Schedule H – Form of Assignment
- Schedule I – Leased Properties
- Schedule J – Form of Request for Offer of Extension

1.18 Knowledge of a Person

Words and phrases herein referring to the “knowledge” of a Person means, when modifying a representation, warranty or other statement of any Person, that the fact or situation described therein is known by the Person (or, in the case of a Person other than a natural Person, known by the Responsible Officer of that Person) making the representation, warranty or other statement, or with the exercise of reasonable due diligence under the circumstances (in accordance with the standard of what a reasonable Person in similar circumstances would have done) would have been known by the Person (or, in the case of a Person other than a natural Person, would have been known by such Responsible Officer of that Person).

1.19 Amendment and Restatement

- (a) On the Amendment and Restatement Date:
 - (i) the Existing Credit Agreement shall be and hereby is amended and restated in the form of this Agreement; and
 - (ii) all “Obligations” (as that term is defined in the Existing Credit Agreement) owing by the Loan Parties under the Existing Credit Agreement prior to the Amendment and Restatement Date (the “**Existing Obligations**”) shall continue to be outstanding as Obligations of the Loan Parties hereunder, adjusted so that the Existing Obligations shall be deemed to be Obligations outstanding hereunder.
- (b) Notwithstanding the foregoing or any other term hereof, all of the covenants, representations and warranties on the part of the Loan Parties under the Existing Credit Agreement remain in full force and effect with respect to any time prior to the date hereof and all of the claims and causes of action arising against the Loan Parties in connection therewith, in respect of all matters, events, circumstances and obligations arising or existing prior to the Amendment and Restatement Date shall continue, survive and shall not be merged in the execution of this Agreement or any other Documents or any advance or provision of any Advance hereunder.
- (c) All “Bankers’ Acceptances” and “BA Equivalent Loan” (as such terms are defined in the Existing Credit Agreement) (collectively, the “**Existing BAs**”) outstanding under the Existing Credit Agreement on the Amendment and Restatement Date shall remain outstanding until the Maturity Date (as defined in the Existing Credit Agreement) thereof, and shall be, and are hereby deemed to be, governed by the provisions governing Bankers’ Acceptances and BA Equivalent Loan as set forth in the Existing Credit Agreement. From and after the Amendment and Restatement Date, any Rollover of an Existing BA shall be deemed to be a Conversion into a CORRA Loan in accordance with each Lender’s Commitment Amount hereunder and otherwise in accordance with the terms hereof. For certainty, Bankers’ Acceptance and BA Equivalent Loans shall cease to be available for Drawdown on the Amendment and Restatement Date.
- (d) In order to give effect to the changes to the Commitment Amounts as contemplated hereby, the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Administrative Agent (including the assignment of interest in, or the purchase of participations in, existing Advances) to give effect thereto and to ensure that the Aggregate Principal Amount owing to each Lender under each Credit Facility is outstanding in proportion to each Lender’s Rateable Portion of the Aggregate Principal Amount owing to all Lenders under all such Credit Facilities after giving effect thereto. Notwithstanding the foregoing and the changes to the Individual Syndicated Facility Commitment Amounts on the Amendment and Restatement Date, each Lender’s Rateable Portion under any Advance made by way of SOFR

Loan under the Syndicated Facility which is outstanding as of the date hereof will remain until the Maturity Date thereof.

1.20 Interest Rates; Benchmark Notification

The interest rate on an Advance may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event in respect of any Benchmark, Section 7.4 provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of, performance of or any other matter related to any interest rate used in this Agreement (including U.S. Base Rate, Daily Simple SOFR, Adjusted Daily Simple SOFR, SOFR, Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, Canadian Prime Rate, CORRA, Term CORRA, Adjusted Term CORRA, Daily Compounded CORRA or Adjusted Daily Compounded CORRA) or any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative or successor rate thereto, or replacement rate thereof (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, U.S. Base Rate, Daily Simple SOFR, Adjusted Daily Simple SOFR, SOFR, Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, Canadian Prime Rate, CORRA, Term CORRA, Adjusted Term CORRA, Daily Compounded CORRA or Adjusted Daily Compounded CORRA or any other Benchmark (or any component thereof) prior to its discontinuance or unavailability or (b) the effect, implementation or composition of any c. The Administrative Agent and its Affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate (or component thereof) used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its discretion, acting reasonably, to ascertain any interest rate used in this Agreement, any component thereof, or rates referred to in the definition thereof or any other Benchmark, in each case pursuant to and in accordance with the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE 2 CONDITIONS PRECEDENT

2.1 Conditions Precedent

This Agreement will become effective upon:

- (a) the receipt by the Administrative Agent, for and on behalf of the Lenders, of the following documents each in full force and effect, and in form and substance satisfactory to the Lenders, acting reasonably:
 - (i) an executed copy of this Agreement and each of the other Documents required by Section 4.1;
 - (ii) a certificate of status, certificate of compliance or similar certificate for each Loan Party issued by its governing jurisdiction;
 - (iii) an officer's certificate, certificate of incumbency and certified copies of the articles, by-laws and resolutions of the board of directors of each Loan Party concerning the due authorization, execution and delivery of the Documents to which it is a party, and such related matters as the Administrative Agent and the Lenders may reasonably require;
 - (iv) consolidated cash flow, balance sheet and income statement projections of the Borrower, with calculations of the financial covenants set forth herein, on a quarterly basis for the Fiscal Years 2024, 2025, 2026 and 2027; and
 - (v) a legal opinion of Borrower's Counsel in respect of the Loan Parties organized in Canada and the Documents;
- (b) all Security required shall have been executed and delivered (or a confirmation and acknowledgement shall have been executed and delivered by the applicable Loan Party in respect of the same), all registrations and deliveries necessary or desirable in connection therewith shall have been made in all requisite jurisdictions and all legal opinions and other documentation required by the Lenders in connection therewith shall have been executed and delivered, all in form and substance satisfactory to the Administrative Agent and the Lenders;
- (c) receipt by the Administrative Agent and the Lenders of any information, including supporting documentation and other evidence, requested by any Lender or the Administrative Agent, each acting reasonably, pursuant to Section 16.12 or other "know your client" information;
- (d) the payment of all fees and expenses which are payable by the Borrower to the Administrative Agent and the Lenders, as the case may be, in connection with the execution and delivery of this Agreement;
- (e) no Default or Event of Default has occurred or is continuing and the Borrower shall have provided an officer's certificate certifying same;
- (f) no Material Adverse Effect shall have occurred since March 31, 2024, and the Borrower shall have provided an officer's certificate certifying same;

- (g) each of the representations and warranties as provided in Section 10.1 shall be true and correct, and the Borrower shall have provided an officer's certificate certifying same; and
- (h) receipt by the Administrative Agent and the Lenders of any information, including supporting documentation and other evidence (including any internally or independently prepared environmental assessment reports), requested by any Lender or the Administrative Agent, each acting reasonably.

2.2 Conditions Precedent to all Drawdowns

The Lenders' obligation to provide Advances will be subject to the following conditions precedent being met:

- (a) in the case of the New Term Loan Advance hereunder, satisfaction or waiver of each of the conditions precedent set forth in Section 2.1;
- (b) except in the case of Overdrafts, the appropriate Notice of Borrowing, Notice of Rollover or Notice of Conversion will have been delivered in accordance with the notice provisions provided in Section 5.2;
- (c) no event or circumstance shall have occurred which has had a Material Adverse Effect;
- (d) no Default or Event of Default will have occurred and be continuing; and
- (e) each of the representations and warranties set out in Article 10 (except those representations and warranties made as of a specific date) will be true and correct with the same effect as if such representations and warranties had been made on the date of such Advance.

2.3 Waiver

The conditions precedent set forth in this Article 2 are inserted for the sole benefit of the Administrative Agent and the Lenders and may be waived by the Administrative Agent on the instructions of the Lenders, in whole or in part, (with or without terms and conditions) in respect of any Advance.

ARTICLE 3 CREDIT FACILITIES

3.1 Revolving Facilities

- (a) Subject to the terms and conditions hereof, the Syndicated Facility Lenders hereby continue the Syndicated Facility in favour of the Borrower. The Syndicated Facility may be drawn down by the Borrower in accordance with Section 3.9 in Canadian Dollars, or the Exchange Equivalent thereof in U.S. Dollars, or any combination thereof up to the Syndicated Facility Commitment Amount. The Individual

Syndicated Facility Commitment Amount of each of the Syndicated Facility Lenders is set out in Schedule B.

- (b) Subject to the terms and conditions hereof, the Operating Facility Lender hereby continues the Operating Facility in favour of the Borrower. The Operating Facility may be drawn down by the Borrower in accordance with Section 3.9 in Canadian Dollars, or the Exchange Equivalent thereof in U.S. Dollars, or any combination thereof up to the Operating Facility Commitment Amount.
- (c) The Aggregate Principal Amount under the Syndicated Facility and the Operating Facility shall at no time exceed the Borrowing Base.

3.2 Term Loan Facility

Subject to the terms and conditions hereof, the Term Loan Facility Lenders hereby continues the Term Loan Facility in favour of the Borrower, inclusive of the New Term Loan Advance. Accommodations under the Term Loan Facility may be drawn down by the Borrower in Canadian Dollars or the Exchange Equivalent thereof in U.S. Dollars, or any combination thereof, up to a maximum of the Term Loan Facility Commitment Amount. The Individual Term Loan Facility Commitment Amount of each of the Term Loan Facility Lenders is set out in Schedule B.

3.3 Increase in Commitment Amount

- (a) The Borrower may, by written request delivered to the Administrative Agent, at any time and from time to time (x) add additional financial institutions hereunder, as Syndicated Facility Lenders with the consent of the Administrative Agent, or, with the consent of the applicable Syndicated Facility Lender, increase the Individual Syndicated Facility Commitment Amount of a Syndicated Facility Lender, and, in each case, thereby increase the Syndicated Facility Commitment Amount, or (y) increase the Operating Facility Commitment Amount with the consent of the Operating Facility Lender, provided that at the time of any such addition or increase:
 - (i) no Default or Event of Default has occurred and is continuing or would result therefrom;
 - (ii) the aggregate principal amount of all such increases under this Section 3.3 does not exceed Cdn. \$15,000,000 (after giving effect to any such increase);
 - (iii) the Administrative Agent has consented to such financial institution becoming a Syndicated Facility Lender or, in the case of an existing Syndicated Facility Lender, increasing its Individual Syndicated Facility Commitment Amount, each such consent not to be unreasonably withheld or delayed;

- (iv) the Individual Syndicated Facility Commitment Amount of each new financial institution being added as a Syndicated Facility Lender pursuant to this Section 3.3, if any, shall be no less than Cdn. \$5,000,000;
 - (v) concurrently with the addition of a financial institution as an additional Syndicated Facility Lender or the increase of a Syndicated Facility Lender's Individual Syndicated Facility Commitment Amount, such financial institution or Syndicated Facility Lender, as the case may be, shall purchase from each Syndicated Facility Lender, such portion of the Aggregate Principal Amount owed to each Syndicated Facility Lender as is necessary to ensure that the Aggregate Principal Amount owed under the Syndicated Facility to all Syndicated Facility Lenders and including therein such additional financial institution and the increased Individual Syndicated Facility Commitment Amount of any Syndicated Facility Lender, as applicable, are in accordance with the Syndicated Facility Lender's Rateable Portions of all such Syndicated Facility Lenders (including the new financial institution and the increased Individual Commitment Amount of any Syndicated Facility Lender) and such financial institution shall execute such documentation as is required by the Administrative Agent, acting reasonably, to novate such financial institution as a Syndicated Facility Lender hereunder; and
 - (vi) the Borrower has provided to the Administrative Agent a certified copy of a directors' resolution of the Borrower (which may be the original directors' resolution authorizing the Credit Facilities) authorizing any such increase in the Syndicated Facility Commitment Amount or the Operating Facility Commitment Amount, as the case may be, and a legal opinion with respect thereto in form and substance satisfactory to the Administrative Agent, acting reasonably.
- (b) Nothing in this Section 3.3 shall require a Lender to increase its Syndicated Facility Commitment Amount or the Operating Facility Commitment Amount without its prior written agreement.
 - (c) Each increase requested under this Section 3.3 shall be in a minimum amount of Cdn. \$5,000,000.

3.4 Extension of Termination Date

- (a) Notice by Borrower. The Borrower may, at its option, make a Request for Offer of Extension of the then current Termination Date for each of the Credit Facilities for a further one year period (an "**Extension**") not less than 60 days or more than 90 days before any Anniversary Date (each a "**Request Period**"), provided that:
 - (i) no Default or Event of Default exists at such time;
 - (ii) the Borrower has delivered the financial statements, notices and reports within the time periods required pursuant to Section 11.2; and

- (iii) following the granting of such Extension, the term to maturity of the Credit Facilities shall not exceed three years.

The Administrative Agent will promptly, upon receipt of the Request for Offer of Extension, provide a copy thereof to each of the Lenders. If the Borrower does not make a Request for Offer of Extension within the Request Period, then, unless otherwise agreed to by the Majority Lenders, the Borrower will not be able to request an extension of the Termination Date as herein provided until the next Request Period applicable to the next Anniversary Date and, unless so extended, the Credit Facilities will continue until the then current Termination Date with each Lender's Individual Commitment Amount remaining available for Drawdown during such time.

- (b) Agreeing and Non-Agreeing Lenders. Each Lender may in its sole discretion, pursuant to a Request for Offer of Extension, elect to grant an Extension with respect to its Individual Commitment Amount. Each Lender will make its election by notice to the Administrative Agent within 30 days of receiving said Request for Offer of Extension (the "Election Period"). Each Lender which grants an Extension is referred to herein as an "Agreeing Lender" and each Lender which elects not to grant an Extension, or fails to make such election within the Election Period is referred to herein as a "Non-Agreeing Lender". Promptly upon the expiry of the Election Period, the Administrative Agent will notify the Borrower of the decision of the Lenders with respect to the applicable Request for Offer of Extension.
- (c) No Extension. No Extension shall occur unless the Lenders representing at least 66⅔% of the aggregate Individual Commitment Amounts of all Lenders under each of the Credit Facilities who are not Non-Agreeing Lenders at the time of such Request for Offer of Extension have become an Agreeing Lender. If an Extension occurs, the Termination Date with respect to the Agreeing Lenders will be deemed to have been extended for one year from the then current Termination Date, and subject to Section 3.4(d), the Termination Date with respect to the Non-Agreeing Lenders shall not be extended. If no Extension occurs, the then current Termination Date of the Lenders will continue for each such Lender and each such Lender's Individual Commitment Amount will remain available for Drawdown hereunder until the Termination Date; provided that the Borrower may again make a Request for Offer of Extension during the Request Period applicable to the next Anniversary Date in accordance with Section 3.4(a).
- (d) Replacement of Non-Agreeing Lender. Provided that an Extension has been granted with respect to the Agreeing Lenders, each of the Non-Agreeing Lenders shall be deemed to be a Departing Lender and the Borrower shall be entitled to exercise its options under Section 15.17 prior to the Termination Date applicable to such Non-Agreeing Lender; provided that in the event that there is more than one Non-Agreeing Lender, each such Non-Agreeing Lender will be treated in accordance with Section 15.17.

3.5 Maturity Date

Each Advance made by a Lender under the Credit Facilities will have a Maturity Date which expires on or prior to the Termination Date applicable to such Lender.

3.6 Repayment

(a) Nature of Credit Facilities.

- (i) Subject to the terms and conditions hereunder, the Borrower may borrow, repay and reborrow any amount of the Syndicated Facility Commitment Amount under the Syndicated Facility, based on the Rateable Portion of each Syndicated Facility Lender, until the Termination Date of the Syndicated Facility.
- (ii) Subject to the terms and conditions hereunder, the Borrower may borrow, repay and reborrow any amount of the Operating Facility Commitment Amount under the Operating Facility until the Termination Date of the Operating Facility.
- (iii) As of the Amendment and Restatement Date, the Term Loan Facility is fully drawn. All Principal Repayments of the Term Loan Facility shall permanently reduce the Term Loan Facility Commitment Amount by the amount of each such repayment (and each Term Lender's Individual Term Loan Facility Commitment Amount shall automatically be permanently reduced by its Rateable Portion thereof) without the requirement for further action by any party hereto and may not be reborrowed.

(b) Mandatory Repayments.

- (i) Borrowing Base Shortfall. If the Aggregate Principal Amount of the Revolving Facilities is at any time greater than the then applicable Borrowing Base (the amount of such excess, a "**Borrowing Base Shortfall**"), the Borrower shall within three Banking Days repay such Aggregate Principal Amount of the Revolving Facilities as is required to eliminate such Borrowing Base Shortfall. The Borrower will apply such payments *pro rata* amongst the Revolving Facilities and in the following order: (A) against Canadian Prime Rate Loans and U.S. Base Rate Loans under the Revolving Facilities, (B) to repay Benchmark Loans under the Syndicated Facility (subject to Section 7.1(a)) and (C) to collateralize Letters of Credit under the Operating Facility as provided in Section 8.9, until any such Borrowing Base Shortfall has been eliminated.
- (ii) Funded Debt. The Borrower will make a repayment in an amount equal to 100% of the Net Cash Proceeds of all proceeds received by a Loan Party from any Person (other than another Loan Party) as the result of the issuance of Funded Debt (other than Permitted Indebtedness) by a Loan Party within two Banking Days of receipt thereof.

- (iii) Asset Disposition Proceeds. The Borrower will make a repayment in an amount equal to 100% of the Net Cash Proceeds of any sale, lease, transfer or other disposition of a Loan Party's property exceeding ██████ in any Fiscal Year other than under subparagraphs (a) or (c) of the definition Permitted Disposition in each case, within two Banking Days of receipt thereof, except that no such repayment shall be required where such proceeds are intended to be reinvested in the business of a Loan Party or its Subsidiaries as permitted hereunder within six months from receipt of such proceeds and are so reinvested within such six-month period; provided that if such proceeds are not so reinvested in such six-month period, they will be paid over immediately to the Administrative Agent.
 - (iv) Insurance Proceeds. The Borrower will make a repayment in an amount equal to 100% of the Net Cash Proceeds of all property, casualty and other insurance proceeds (other than insurance proceeds received under business interruption insurance) received by a Loan Party in any Fiscal Year in excess of ██████ within two Banking Days of receipt thereof, except that no such repayment shall be required where such proceeds are intended to be reinvested in the business of a Loan Party or its Subsidiaries as permitted hereunder within six months from receipt of such proceeds and are so reinvested within six months of receipt thereof; provided that if such proceeds are not so reinvested in such six-month period, they will be paid over immediately to the Administrative Agent.
 - (v) Each repayment made pursuant to this Section 3.6(b) in respect of the Term Loan Facility shall be a permanent repayment thereof and will result in a permanent reduction of the Term Loan Facility. No other repayment made pursuant to this Section 3.6(b) shall be a permanent repayment, or require or result in any reduction, of the Revolving Facilities.
 - (vi) All repayments made under Sections 3.6(b)(ii), 3.6(b)(iii), or 3.6(b)(iv) are to be made in inverse order of maturity and applied *pro rata* amongst the Credit Facilities and in the following order: (A) against Canadian Prime Rate Loans and U.S. Base Rate Loans under the Term Loan Facility, (B) to repay Benchmark Loans under the Term Loan Facility (subject to Section 7.1(a)), (C) against Canadian Prime Rate Loans and U.S. Base Rate Loans under the Revolving Facilities, (D) to repay Benchmark Loans under the Syndicated Facility (subject to Section 7.1(a)) and (E) to collateralize Letters of Credit under the Operating Facility as provided in Section 8.9.
- (c) Excess Cash Flow. So long as any amounts under the Term Loan Facility remain outstanding, within five Banking Days after the earlier of the date on (i) which the Borrower delivers, or (ii) is required to deliver, its annual financial statements to the Administrative Agent pursuant to Section 11.2(b)(ii), the Borrower shall, if the Net Senior Funded Debt to EBITDA Ratio as at the end of the prior Fiscal Year exceeds 2.75:1.00, pay an amount (not less than zero) equal to ██████ of Excess Cash Flow that shall be applied as a permanent prepayment of the Term Loan Facility

(in inverse order of maturity) with a corresponding permanent reduction in the Term Loan Facility Commitment Amount.

- (d) Term Loan Facility Quarterly Payments. The Borrower shall make Principal Repayments on the Aggregate Principal Amount outstanding under Term Loan Facility as of the Amendment and Restatement Date in quarterly installments on the last day of each Fiscal Quarter (commencing on June 30, 2024, with the amount of each such quarterly principal installment to equal to 3.75% per Fiscal Quarter (or 15.0% per annum) until the Termination Date.
- (e) Termination Date. With respect to each Lender under each Credit Facility, the remaining Aggregate Principal Amount owing to such Lender under each Credit Facility on the Termination Date will be repayable by the Borrower in one balloon principal repayment on the Termination Date, together with all accrued and unpaid interest and fees thereon and all other Obligations owing to such Lender under each Credit Facility, as applicable.
- (f) Payments to Administrative Agent. All payments of the Obligations of the Borrower to the Lenders under the Credit Facilities will be made by the Borrower to the Administrative Agent for the account of the applicable Lenders, and, except to the extent otherwise provided herein, in accordance with each such Lender's Rateable Portions thereof, if any.

3.7 Prepayment and Cancellation

The Borrower may at any time prepay without premium, bonus or penalty, upon five Banking Days' notice, any or all of the Aggregate Principal Amount under a Credit Facility, in a minimum amount of [REDACTED] (in the applicable currency) increments thereafter, provided: (a) a Benchmark Loan may only be paid prior to its Maturity Date in accordance with Sections 7.1(a) and 9.2; (b) an unexpired Letter of Credit will not be prepaid prior to its Maturity Date (except by the return of the original thereof to the Operating Facility Lender for cancellation or by the collateralization thereof in the manner set forth in Section 8.9), and (c) any prepayment under the Term Loan Facility shall be in inverse order of maturity. At any time prior to the Termination Date, the Borrower may also, upon the Borrower giving the Administrative Agent not less than five Banking Days prior notice, cancel any undrawn portion of the Syndicated Facility Commitment Amount or the Operating Facility Commitment Amount, including any undrawn portion resulting from a prepayment. Subject to Section 15.17, any prepayment or cancellation in respect of a Credit Facility will be made *pro rata* to all applicable Lenders on the basis of each Lender's Rateable Portion under the affected Credit Facility. Any permanent prepayment and cancellation in respect of a Credit Facility shall be final.

3.8 Use of Proceeds

The Borrower will be entitled, subject to Section 11.4(n), to use:

- (a) the proceeds of the Syndicated Facility, for general corporate purposes including Capital Expenditures and Permitted Acquisitions;

- (b) the proceeds of the Term Loan Facility were previously used to refinance Indebtedness as set out certain loan agreements identified in the Existing Credit Agreement and the proceeds of the New Term Loan Advance may be used refinance Indebtedness under the Syndicated Facility; and
- (c) the proceeds of the Operating Facility, for general corporate purposes.

3.9 Types of Accommodation

The Borrower may from time to time obtain Advances under the Credit Facilities by way of:

- (a) Overdrafts in Canadian Dollars or U.S. Dollars (under the Operating Facility only);
- (b) Canadian Prime Rate Loans, in principal amounts of not less than Cdn. [REDACTED] and in multiples of Cdn. [REDACTED] for any amounts in excess thereof;
- (c) U.S. Base Rate Loans, in principal amounts of not less than U.S. [REDACTED] and in multiples of U.S. [REDACTED] for any amounts in excess thereof;
- (d) CORRA Loans (under the Syndicated Facility and Term Loan Facility only);
- (e) SOFR Loans (under the Syndicated Facility and Term Loan Facility only); and
- (f) Letters of Credit (under the Operating Facility only and subject to the limit set forth in Section 8.1),

(collectively, the “Accommodations”).

3.10 Interest and Fees

- (a) Interest and Fees. Interest and fees payable by the Borrower under the Credit Facilities will be payable in the following manner:
 - (i) each Canadian Prime Rate Loan and Canadian Dollar Overdraft will bear interest at a variable rate of interest per annum equal to the Canadian Prime Rate plus the applicable margin indicated in the Pricing Table, payable monthly in arrears, subject to Section 3.10(e);
 - (ii) each Term CORRA Loan will bear interest at a rate per annum equal to Adjusted Term CORRA plus the applicable margin indicated in the Pricing Table and which is in effect on the first day of the Interest Period applicable to such Term CORRA Loan, payable in accordance with Section 6.2(c), subject to Section 3.10(e);
 - (iii) each Daily Compounded CORRA Loan will bear interest at a rate per annum equal to Adjusted Daily Compounded CORRA plus the applicable

margin indicated in the Pricing Table, payable in accordance with Section 6.2(c), subject to Section 3.10(e);

- (iv) each SOFR Loan will bear interest at a rate per annum equal to Adjusted Term SOFR plus the applicable margin indicated in the Pricing Table, payable in accordance with Section 6.2(c), subject to Section 3.10(e);
- (v) each U.S. Base Rate Loan and U.S. Dollar Overdraft will bear interest at a variable rate of interest per annum equal to the U.S. Base Rate plus the applicable margin indicated in the Pricing Table, payable monthly in arrears, subject to Section 3.10(e); provided, that if (A) the sum of (I) the U.S. Base Rate and (II) the applicable margin indicated in the Pricing Table for a U.S. Base Rate Loan is less than (B) the sum of (I) Adjusted Term SOFR and (II) the applicable margin indicated in the Pricing Table for a SOFR Loan, then any U.S. Base Rate Loan shall bear interest at a rate equal to a SOFR Loan;
- (vi) the Borrower will pay to (A) the Operating Facility Lender, in the case of a Letter of Credit issued under the Operating Facility (the “**Letter of Credit Fee**”) in respect of each Letter of Credit issued in accordance with Section 8.6(a) at the applicable rate indicated in the Pricing Table, together with all other customary administrative charges in respect thereof (provided that such fee will be in a minimum amount of [REDACTED] in the applicable currency at the time of each payment made with respect thereto);
- (vii) the Borrower will pay to the Administrative Agent, on an annual basis, the agency fee agreed upon between the Borrower and the Administrative Agent, the amount thereof to be kept confidential by the Borrower;
- (viii) the Borrower will, effective from and including the Amendment and Restatement Date to the Termination Date, pay to the Administrative Agent for the benefit of the applicable Lenders a standby fee in Canadian Dollars from time to time equal to the Basis Points set forth in the Pricing Table, calculated on the basis of a 365-day calendar year, multiplied by (A) in the case of the Syndicated Facility, the Syndicated Facility Commitment Amount less the Canadian Dollar Exchange Equivalent of the Aggregate Principal Amount of the Syndicated Facility attributable to each applicable Syndicated Facility Lender and (B) in the case of the Operating Facility, the Operating Facility Commitment Amount less the Canadian Dollar Exchange Equivalent of the Aggregate Principal Amount of the Operating Facility. Such standby fees will be calculated daily and will be payable quarterly in arrears on the third Banking Day of each calendar quarter for the previous calendar quarter; and
- (ix) The following table is referred to in this Agreement as the “Pricing Table”:

<u>Level</u>	<u>Pricing Ratio</u>	<u>Canadian Prime Rate / U.S. Base Rate / Overdraft Loans</u>	<u>CORRA Loans Margin / SOFR Loans Margin / Letter of Credit Fee for Letters of Credit</u>	<u>Standby Fees</u>
I	████████	████████	████████	████████
II	████████	████████	████████	████████
III	████████	████████	████████	████████
IV	████████	████████	████████	████████
V	████████	████████	████████	████████

* Non-Financial Letters of Credit will be issued at ██████ of the pricing quoted above.

- (b) On the Amendment and Restatement Date, Level IV of the Pricing Table will apply.
- (c) Changes in Rates due to Change in Ratio. The effective date on which any change in interest rates or standby fees occurs will be the earlier of five Banking Days after: (i) the date the Borrower delivers to the Administrative Agent the Compliance Certificate as required hereunder which evidences a change in the Pricing Ratio which results in a change in pricing Level set forth in the Pricing Table; and (ii) the date such Compliance Certificate is due in accordance with Section 11.2(c), provided that if such Compliance Certificate is not so delivered when required, then the applicable interest rates and fees shall be those set forth in Level V of the Pricing Table effective the date such Compliance Certificate was otherwise due until such time as the Compliance Certificate is delivered. Any increase or decrease in the interest rates on Benchmark Loans outstanding on the effective date of a change in the aforesaid rates and fees will apply proportionately to each such Benchmark Loan outstanding on the basis of the number of days remaining until the Maturity Date thereof. Letter of Credit Fees paid on the issuance or renewal of a Letter of Credit will not change during the term of a Letter of Credit as a result of a change in the Pricing Ratio.
- (d) Restatement of Ratio. If the Borrower has delivered a Compliance Certificate that is subsequently found to be inaccurate in any way as a result of the Borrower's financial results having to be restated or if the Borrower's financial results were inaccurately reflected in the original financial results on which such Compliance Certificate was based or for any other reason and the result thereof is that the Pricing Ratio was originally reported as lower (and the corresponding Level in the Pricing Table was lower) than it otherwise would have been in the absence of such

inaccuracy or prior to such restatement, then the Borrower will, immediately upon the correction of such inaccuracy or upon such restatement, pay to the Administrative Agent for the benefit of the applicable Lenders an amount equal to the interest and standby fees that the Lenders should have received, but did not receive, over the applicable period had the Pricing Ratio, and the underlying components thereof, been reported correctly in the first instance.

- (e) Default or Event of Default. Effective immediately upon the occurrence of a Default or an Event of Default (the “**Effective Date**”) the interest rates then applicable to Canadian Prime Rate Loans, Benchmark Loans, U.S. Base Rate Loans, and Letters of Credit Fees will each increase by 200 Basis Points and such increase will remain in effect for as long as such Default or Event of Default subsists. An increase in interest rates and fees as aforesaid arising from a Default or an Event of Default shall apply to all outstanding Advances under the Credit Facilities and will on the Effective Date apply proportionately to each outstanding Advance on the basis of the number of days remaining in the term to maturity of such Advance. The Borrower will pay to the Administrative Agent on behalf of the Lenders any resulting increase in Letter of Credit Fees on or prior to the third Banking Day following notice from the Administrative Agent calculating such increase. In addition to the conditions set forth above, the Lenders’ obligation to provide any Advances under either of the Credit Facilities, other than Rollovers or Conversions of then maturing Advances (in each case not to exceed a 30-day term), will be suspended for as long as there exists a Default or an Event of Default.

3.11 Swap Facilities

Subject to Section 11.4(d), each Lender, or one of its Affiliates, may enter into Swap Documents (a “**Swap Lender**”) with any Loan Party; provided that, subject to Sections 11.4(d) and 12.7, all Hedging Obligations of the Loan Parties shall rank at all times *pari passu* with the Borrower’s and the other Loan Parties’ Obligations under the Credit Facilities.

3.12 Borrowing Base Upon Completion of Permitted Acquisition

Concurrent with the completion of a Permitted Acquisition, the Borrower may deliver to the Administrative Agent an updated *pro forma* Borrowing Base Certificate taking into account such Permitted Acquisition and the Administrative Agent and Lenders agree that the Borrowing Base shall be adjusted as of the next Banking Day based on such Borrowing Base Certificate.

3.13 Additional Term Facility Advance

- (a) Notwithstanding Section 3.6(a)(iii), subject to the terms and conditions hereof, the Term Loan Facility Lenders hereby agree to make a single additional Advance under the Term Loan Facility in the amount of \$5,000,000 in favour of Borrower on the Amendment and Restatement Date (the “**New Term Loan Advance**”). The Borrower agrees that, after giving effect to the preceding sentence, the Term Loan Facility will be fully drawn on

Amendment and Restatement Date in an Aggregate Principal Amount of \$31,031,689.45. Any undrawn portion of the Term Loan Facility Commitment Amount shall be automatically cancelled at 12:01 a.m. on the day immediately following Amendment and Restatement Date.

- (b) The Advance made under the Term Loan Facility under this Section 3.13 shall be treated as an Accommodation under the Term Loan Facility for all purposes and shall be subject to the provisions of this Agreement, unless otherwise expressly stated in this Section 3.13.

ARTICLE 4 SECURITY

4.1 Security

The Secured Obligations will be secured by the following (collectively, the “Security”), each in a form acceptable to the Majority Lenders, acting reasonably:

- (a) a debenture or general security agreement containing a first priority security interest in all present and after acquired personal property and a first priority floating charge on present and after acquired real property from the Borrower and each other Loan Party;
- (b) a guarantee from each Loan Party;
- (c) for each Leased Property deemed material by the Majority Lenders, acting reasonably, a Landlord Agreement in respect of each such Leased Property; provided that, the Administrative Agent, acting reasonably, may impose a three month rent reserve against the Borrowing Base with respect to Eligible Inventory valued in excess of \$500,000 (per location) which is located at or on Leased Property in respect of which such Landlord Agreement is not obtained;
- (d) thereafter, all such other guarantees and all such other mortgages, debentures, assignments and other security agreements as may be required by the Majority Lenders, acting reasonably (each in form and substance satisfactory to the Majority Lenders, acting reasonably) in order to, or to more effectively, charge in favour of the Administrative Agent, on behalf of itself and the other Secured Parties, or grant Liens in favour of the Administrative Agent on behalf of itself, and the other Secured Parties, on and against all of the undertaking, assets and property (real or personal, tangible or intangible, present or future and of whatsoever nature and kind) of any Loan Party.

4.2 Sharing of Security

- (a) The Borrower and the Lenders agree and acknowledge that, subject to Section 12.6, the Security is being shared equally among the Secured Parties to secure the Secured Obligations on a rateable basis; and that the Administrative Agent will hold the Security for the benefit of the Secured Parties, on a first priority basis. For purposes of the above sentence, “rateable basis” means:

- (i) with respect to the Lenders, the Canadian Dollar Exchange Equivalent of the Aggregate Principal Amount and other Obligations under the Credit Facilities relative to the Canadian Dollar Exchange Equivalent of the Aggregate Principal Amount and other Obligations under the Credit Facilities, the Hedging Obligations and the Cash Management Obligations; and
 - (ii) with respect to the Swap Lenders, the Canadian Dollar Exchange Equivalent of the Hedging Obligations relative to the Canadian Dollar Exchange Equivalent of the Aggregate Principal Amount and other Obligations under the Credit Facilities, the Hedging Obligations and the Cash Management Obligations; and
 - (iii) with respect to the Cash Manager, the Canadian Dollar Exchange Equivalent of the Cash Management Obligations relative to the Canadian Dollar Exchange Equivalent of the Aggregate Principal Amount and other Obligations under the Credit Facilities, the Hedging Obligations and the Cash Management Obligations.
- (b) If requested by the Lenders, the Cash Manager or any Swap Lender, the Lenders, the Cash Manager and the Swap Lenders will enter into such further agreements and assurances as may be reasonably requested to further evidence the provisions of this Section 4.2. The Administrative Agent shall provide written notice to the Borrower of any such further agreements and assurances no later than 30 days following said request. The following provisions shall apply to Swap Lenders who are not Lenders:
- (i) any matter or thing done or omitted to be done by a Lender under or in respect of this Agreement, the Security or the other Documents will be binding upon the Swap Lenders and each Lender does hereby indemnify and save the other Lenders and the Administrative Agent harmless from any and all claims, demands or actions that a Swap Lender who is an Affiliate of such Lender may have against the Lenders and the Administrative Agent for any matter or thing done or omitted to be done by any of them under and in respect of this Agreement, the Security and the other Documents; and
 - (ii) if the Administrative Agent accelerates the Obligations pursuant to Section 12.2, each Swap Lender will promptly take (and each Lender will cause its respective Affiliate to take) all such steps as may be reasonably required to ensure that a Swap Crystallization Event occurs in respect of all of its outstanding Swap Documents.

4.3 Exclusivity of Remedies

Nothing herein contained or in the Security now held or hereafter acquired by the Secured Parties, nor any act or omission of the Secured Parties with respect to any such Security,

will in any way prejudice or affect the rights, remedies or powers of the Secured Parties with respect to any other security at any time held by the Secured Parties.

4.4 Form of Security

The Security will be in such form or forms as will be required by the Majority Lenders, acting reasonably, and will be registered in such offices in Canada or any province thereof as the Administrative Agent, acting reasonably, may from time to time require to protect the Liens created thereby; provided that unless a Material Adverse Effect has occurred or a Default or Event of Default has occurred and is continuing, the Security which encumbers the Borrower's assets, will not be registered at any land titles office or similar registry in Canada and no serial number specific registrations will be made against any the Borrower's assets. Should the Administrative Agent determine at any time and from time to time, acting reasonably, that the form and nature of the then existing Security is deficient in any way or does not fully provide the Secured Parties with the Liens and priority to which each is entitled hereunder, the Borrower will forthwith execute and deliver or cause to be executed and delivered to the Administrative Agent, at the Borrower's expense, such amendments to the Security or provide such new security as the Administrative Agent may reasonably request.

4.5 After Acquired Property

All property acquired by or on behalf of the Borrower or any other Loan Party which forms part of the property of the Borrower or any other Loan Party (hereafter collectively referred to as "After Acquired Property") will be subject to the Security without any further conveyance, mortgage, pledge, charge, assignment or other act on the part of the Parties. Without limiting the effect of the preceding sentence, the Borrower will, or will cause the applicable Loan Party to, from time to time execute and deliver and the Administrative Agent will register or cause to be registered, all at the Borrower's expense, such instruments supplemental to the Security, in form and substance satisfactory to the Administrative Agent, acting reasonably, as may be necessary or desirable to ensure that the Security as amended and supplemented constitutes in favour of the Administrative Agent, on behalf of the Secured Parties, an effective Lien to the extent created by the Security over such After Acquired Property as required hereunder, subject only to Permitted Encumbrances which under applicable Law rank in priority thereto.

4.6 Undertaking to Grant Fixed Charge Security

If a Material Adverse Effect, Default or Event of Default has occurred and is continuing, the Borrower, at the written request of the Majority Lenders, will forthwith grant or cause to be granted to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a fixed charge in all or any of the Borrower's and the other Loan Parties' property (including any After Acquired Property) which is intended by the terms of the Documents to be subject to a fixed charge pursuant to Section 4.1.

4.7 Further Assurances

The Borrower will, and will cause each Loan Party to, in connection with the provision of any amended, new or replacement Security referred to in Section 4.4, 4.5 or 4.6:

- (a) do, 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 Administrative Agent to give effect to any provision of the amended, new or replacement Security;
- (b) provide the Administrative Agent with such information as is reasonably required by the Administrative Agent to identify the property to be charged;
- (c) do all such things as are reasonably required to grant the Liens to be granted pursuant to the amended, new or replacement Security;
- (d) provide the Administrative Agent with all corporate, partnership or other organizational resolutions and other action required for the Borrower to grant the amended, new or replacement Security;
- (e) provide the Administrative Agent with an opinion of the Borrower's Counsel confirming the due authorization, execution and delivery by the applicable Loan Party of all such agreements and instruments comprising the amended, new or replacement Security in form and content satisfactory to the Majority Lenders, acting reasonably; and
- (f) assist the Administrative Agent in the registration or recording of such agreements and instruments in such public registry offices in all such jurisdictions as the Administrative Agent, acting reasonably, deems necessary to give full force and effect to the amended, new or replacement Security.

4.8 Security for Swap Documents with Former Lenders

If a Lender ceases to be a Lender under this Agreement (a "Former Lender"), all Hedging Obligations owing to such Former Lender and its Affiliates under Swap Documents entered into while such Former Lender was a Lender shall remain secured by the Security (equally and rateably) to the extent that such Hedging Obligations were secured by the Security prior to such Lender becoming a Former Lender and, subject to the following provisions of this Section 4.8. For certainty, any Hedging Obligations under Financial Instruments entered into with a Former Lender or an Affiliate thereof after the Former Lender has ceased to be a Lender shall not be secured by the Security. Notwithstanding the foregoing, while any Obligations remain outstanding under the Credit Facilities, no Former Lender or any Affiliate thereof shall have any right to cause or require the enforcement of the Security or any right to participate in any decisions relating to the Security, including any decisions relating to the enforcement or manner of enforcement of the Security or decisions relating to any amendment to, waiver under, release of or other dealing with all or any part of the Security; for certainty, the sole right of a Former Lender and its Affiliates with respect to the Security while any Obligations remain outstanding under the Credit Facilities is to

share, on a *pari passu* basis with the other Secured Parties, in any proceeds of realization and enforcement of the Security. For certainty, no amendment or other modification may be made to this Section 4.8 without the prior written consent of each affected Former Lender.

ARTICLE 5 FUNDING AND OTHER MECHANICS

5.1 Funding of Accommodations

Subject to Section 5.2 and Article 7, all Advances (other than Letters of Credit) requested by the Borrower will be made available by deposit of the applicable funds into the Borrower's Account for value on the Banking Day on which the Advance is to take place.

5.2 Notice Provisions

Drawdowns under the Credit Facilities will be made available to the Borrower and the Borrower will be entitled to effect a Rollover or Conversion where permitted hereunder, in each case on the requested Banking Day provided (other than in respect of Overdrafts where no notice is required) a Notice of Borrowing or Notice of Rollover or Notice of Conversion, as applicable, is received by the Administrative Agent from the Borrower as follows:

- (a) with respect to Advances under the Credit Facilities by way of U.S. Base Rate Loans and Canadian Prime Rate Loans, at least one Banking Day prior to such Advance, provided notice is received by the Administrative Agent no later than 12:00 noon (Toronto time) on the first Banking Day immediately preceding the requested Drawdown Date or the date of Rollover or Conversion, as applicable;
- (b) with respect to a Drawdown, Rollover or Conversion of or into a Benchmark Loan, at least three Banking Days prior to such Advance, provided notice is received by the Administrative Agent no later than 12:00 noon (Toronto time) on the third Banking Day immediately preceding the Drawdown Date or the date of Rollover or Conversion, as applicable; and
- (c) with respect to the issuance of Letters of Credit under the Operating Facility, at least one Banking Day prior to the requested issuance date, provided notice is received by the Administrative Agent no later than 12:00 noon (Toronto time) on the Banking Day immediately preceding the requested issuance date.

5.3 Irrevocability

Subject to Section 7.3, a Notice of Borrowing, Notice of Rollover or Notice of Conversion when given by the Borrower will be irrevocable and will oblige the Borrower, the Administrative Agent and the Lenders to take the action contemplated herein and therein on the date specified therein, provided that, any such notice will not be binding on a Lender who makes a determination under Section 9.2.

5.4 Rollover or Conversion of Accommodations

- (a) Subject to Section 3.5, Section 5.2, Article 7 and Article 8, the Borrower will be entitled to effect a Rollover of one type of Accommodation into the same type of Accommodation or to effect a Conversion of one type of Accommodation into another type of Accommodation on the terms herein provided, in each case under the same Credit Facility.
- (b) Subject to Section 7.1(c), if the Borrower fails to give the Administrative Agent a duly completed Notice of Rollover or Notice of Conversion under any Credit Facility if and as required by Section 5.2, or if in giving such notice the Borrower fails to provide for the Rollover or Conversion of all of the Advances then maturing under any Credit Facility, the Borrower will be deemed to have irrevocably elected to Convert such maturing Advances under the same Credit Facility, or that part of such maturing Advances which the Borrower has failed to provide for in such notice, as the case may be, into a Canadian Prime Rate Loan with respect to a Canadian Dollar Advance or a U.S. Base Rate Loan with respect to a U.S. Dollar Advance.
- (c) No Conversion of a Benchmark Loan will be made prior to its Maturity Date.

5.5 Agent's Obligations

Upon receipt of a Notice of Borrowing, Notice of Rollover or Notice of Conversion with respect to a proposed Advance under any Credit Facility, the Administrative Agent will forthwith notify the applicable Lenders of the proposed date on which such Advance is to take place, of each applicable Lender's Rateable Portion of such Advance and of the account of the Administrative Agent to which each applicable Lender's Rateable Portion thereof is to be credited, if applicable.

5.6 Lenders' Obligations

Each Lender will, prior to 12:00 noon (Toronto time) on the proposed date on which an Advance under any Credit Facility is to take place, credit the account of the Administrative Agent specified in the Administrative Agent's notice given pursuant to Section 5.5 with such Lender's Rateable Portion of such Advance, and upon receipt of the funds from the Lenders, the Administrative Agent will make available to the Borrower the amount so credited.

5.7 Failure of a Lender to Fund

- (a) Unless the Administrative Agent has actual knowledge that a Lender has not made or will not make available to the Administrative Agent for value on a Drawdown Date the applicable amount required from such Lender pursuant to Section 5.6, the Administrative Agent shall be entitled to assume that such amount has been or will be received from such Lender when so due and the Administrative Agent may (but shall not be obliged to), in reliance upon such assumption, make available to the Borrower a corresponding amount (except that no such amount shall be made

available to the Borrower in the case of a deemed Advance). If such amount is not in fact received by the Administrative Agent from such Lender on such Drawdown Date and the Administrative Agent has made available a corresponding amount to the Borrower on such Drawdown Date as aforesaid (or is deemed to have made an Advance to the Borrower in such amount), such Lender shall pay to the Administrative Agent on demand an amount equal to the aggregate of the applicable amount required from such Lender pursuant to Section 5.6 plus an amount equal to the product of (i) the rate per annum applicable to overnight deposits made with the Administrative Agent for amounts approximately equal to the amount required from such Lender multiplied by (ii) the amount that should have been paid to the Administrative Agent by such Lender on such Drawdown Date and was not, multiplied by (iii) a fraction, the numerator of which is the number of days that have elapsed from and including such Drawdown Date to but excluding the date on which the amount is received by the Administrative Agent from such Lender and the denominator of which is 365 in the case of all Advances. A certificate of the Administrative Agent containing details of the amount owing by a Lender under this Section 5.7(a) shall be binding and conclusive in the absence of manifest error. If any such amount is not in fact received by the Administrative Agent from such Lender on such Drawdown Date, the Administrative Agent shall be entitled to recover from the Borrower, on demand concurrently or after receipt of the certificate referred to below, the related amount made available by the Administrative Agent to the Borrower as aforesaid together with interest thereon at the applicable rate per annum payable by the Borrower hereunder, without prejudice to any rights the Borrower may have against such Lender. The amount payable to the Administrative Agent pursuant hereto will be as set forth in a certificate delivered by the Administrative Agent to such non-paying Lender and the Borrower (which certificate will contain reasonable details of how the amount payable is calculated) and will be conclusive and binding, for all purposes, in the absence of manifest error.

- (b) Notwithstanding the provisions of Section 5.7(a), if any Lender fails to make available to the Administrative Agent its Rateable Portion of any Advance, which for greater certainty includes a deemed Advance hereunder (such Lender being herein called the “**Non-Paying Lender**”), the Administrative Agent shall forthwith give notice of such failure by the Non-Paying Lender to the Borrower (except where such failure relates to a deemed Advance) and to the other Lenders. The Administrative Agent shall then forthwith give notice to the other Lenders that any Lender may make available to the Administrative Agent all or any portion of the Non-Paying Lender’s Rateable Portion of such Advance (but in no way shall any other Lender or the Administrative Agent be obliged to do so) in the place of the Non-Paying Lender. If more than one Lender gives notice that it is prepared to make funds available in the place of a Non-Paying Lender in such circumstances and the aggregate of the funds which such Lenders (herein collectively called the “**Contributing Lenders**” and individually called the “**Contributing Lender**”) are prepared to make available exceeds the amount of the Advance which the Non-Paying Lender failed to make, then each Contributing Lender shall be deemed to have given notice that it is prepared to make available its Rateable Portion of

such Advance based on the Contributing Lenders' relative commitments to advance in such circumstances. If any Contributing Lender makes funds available in the place of a Non-Paying Lender in such circumstances, then the Non-Paying Lender shall pay to any Contributing Lender making the funds available in its place, forthwith on demand, any amount advanced on its behalf together with interest thereon at the rate applicable to such Advance from the date of advance to the date of payment, against payment by the Contributing Lender making the funds available of all interest received in respect of the Advance from the Borrower. The failure of any Lender to make available to the Administrative Agent its Rateable Portion of any Advance as required herein shall not relieve any other Lender of its obligations to make available to the Administrative Agent its Rateable Portion of any Advance as required herein.

- (c) Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, either as a result of being a Non-Paying Lender or otherwise, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:
- (i) the standby fees payable pursuant to Section 3.10(a)(viii) shall cease to accrue on the unused portion of the Individual Commitment Amount of such Defaulting Lender;
 - (ii) a Defaulting Lender shall not be included in determining whether, and the Individual Commitment Amount and the Rateable Portion of the Aggregate Principal Amount of such Defaulting Lender under the Credit Facilities or any of them shall not be included in determining whether, all Lenders or the Majority Lenders, have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 15.16), provided that any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender;
 - (iii) subject to Section 5.7(b), for the purposes of any Advance requested hereunder while there is a Defaulting Lender, each Lender's Rateable Portion thereof shall be calculated based on such Lender's Individual Commitment Amount relative to the Commitment Amount reduced by the Individual Commitment Amount of the Defaulting Lender;
 - (iv) the Administrative Agent may require such Defaulting Lender to pay to the Administrative Agent for deposit into an escrow account maintained by and in the name of the Administrative Agent an amount equal to such Defaulting Lender's maximum contingent obligations hereunder to the Administrative Agent;

- (v) the Administrative Agent may withhold any payments owing to such Defaulting Lender for set off against such Defaulting Lender's existing or reasonably foreseeable future obligations hereunder; and
- (vi) for the avoidance of doubt, the Borrower shall retain and reserve its other rights and remedies respecting each Defaulting Lender.

5.8 Exchange Rate Fluctuations

- (a) Subject to Sections 5.8(b) and 5.9, if as a result of currency rate fluctuation, the Canadian Dollar Exchange Equivalent of the Aggregate Principal Amount (i) under the Operating Facility exceeds the Operating Facility Commitment Amount, or (ii) under the Syndicated Facility exceeds the Syndicated Facility Commitment Amount (in each case, an "Excess"), the applicable Borrower will, within three Banking Days after a written request from the Administrative Agent, pay the applicable Excess to the Administrative Agent as a Principal Repayment for the benefit of the applicable Lenders to be shared on the basis of each applicable Lender's Rateable Portion under the applicable Credit Facility in accordance with Section 3.7.
- (b) If the applicable Excess represents an amount which is less than 3% of the then current Operating Facility Commitment Amount or Syndicated Facility Commitment Amount, as applicable, then the Borrower will only be required to repay the applicable Excess on the earlier of the next Rollover date or Conversion date and 30 days after written request from the Administrative Agent.

5.9 Excess Relating to Benchmark Loans

If to pay an Excess it is necessary to repay an Advance made by way of a Benchmark Loan prior to the Maturity Date thereof, the Borrower will not be required to repay such Advances until the Maturity Date applicable thereto, provided, however, that at the request of the Administrative Agent, the Borrower will forthwith pay the Excess to the Administrative Agent for deposit into a cash collateral account maintained by and in the name of the Administrative Agent for the benefit of the applicable Lenders. The Excess will be held by the Administrative Agent for set off against future Obligations owing by the Borrower to the applicable Lenders in respect of such Excess, if any, and, pending such application, such amounts will bear interest for the Borrower's Account at the rate payable by the Administrative Agent in respect of deposits of similar amounts and for similar periods of time. The Administrative Agent shall have exclusive control over all amounts at any time on deposit in such cash collateral account. The deposit of the Excess by the Borrower with the Administrative Agent as herein provided will not operate as a repayment of the Aggregate Principal Amount under the applicable Credit Facility until such time as the Excess is actually paid to the applicable Lenders as a Principal Repayment.

ARTICLE 6 CALCULATION OF INTEREST AND FEES

6.1 Records

The Administrative Agent will maintain records, in written or electronic form, evidencing all Advances and all other Obligations owing by the Borrower to the Administrative Agent and each Lender under this Agreement. The Administrative Agent will enter in such records details of all amounts from time to time owing, paid or prepaid by the Borrower to it hereunder. In addition, each Lender will maintain records, in written or electronic form, evidencing all Advances and other Obligations owing by the Borrower to such Lender. The information entered in such records will constitute prima facie evidence of the Obligations of the Borrower to the Administrative Agent and each Lender. In the event of a conflict between the records of the Administrative Agent and a Lender maintained pursuant to this Section 6.1, the records of the Administrative Agent shall prevail, absent manifest error.

6.2 Payment of Interest and Fees

- (a) Interest. Except as expressly stated otherwise herein, all Canadian Prime Rate Loans, U.S. Base Rate Loans and Benchmark Loans from time to time outstanding will bear interest, as well after as before maturity, default and judgment, with interest on overdue interest, at the applicable rates as prescribed under Section 3.10 or Section 16.10. Interest payable at a variable rate will be adjusted automatically without notice to the Borrower whenever there is a variation in such rate.
- (b) Calculation of Interest and Fees. Interest on Canadian Prime Rate Loans and U.S. Base Rate Loans will accrue and be calculated but not compounded daily and be payable monthly in arrears on the third Banking Day of each month for the immediately preceding month. Interest on Canadian Prime Rate Loans and U.S. Base Rate Loans, and Letter of Credit Fees will be calculated on the basis of a 365-day year.
- (c) Benchmark Loans. Interest on Benchmark Loans will accrue and be calculated in accordance with Section 3.10(a) and be payable at the end of each applicable Interest Period, provided that, where the Interest Period exceeds three months, interest will be calculated and payable every three months during the term of the Interest Period and on the last day of the applicable Interest Period. Interest on CORRA Loans will be calculated on the basis of the actual number of days elapsed divided by 365. Interest on SOFR Loans will be calculated on the basis of the actual number of days in each Interest Period divided by 360.
- (d) Interest Act (Canada). For the purposes of the Interest Act (Canada) and any other applicable Laws which may hereafter regulate the calculation or computation of interest on borrowed funds, the annual rates of interest and fees applicable to:
 - (i) Canadian Prime Rate Loans, U.S. Base Rate Loans, CORRA Loans and Letters of Credit, respectively, are the rates as determined hereunder multiplied by the actual number of days in a period of one year commencing

on the first day of the period for which such interest or fee is payable and divided by 365; and

- (ii) SOFR Loans are the rates as determined hereunder multiplied by the actual number of days in a period of one year commencing on the first day of the period for which such interest is payable and divided by 360.

6.3 Debit Authorization

The Borrower authorizes and directs the Administrative Agent, in its discretion, to automatically debit, by mechanical, electronic or manual means, the bank accounts of the Borrower maintained by it for amounts that are due and payable under this Agreement.

6.4 Conversion to Another Currency

A Conversion of an Advance from one currency to another currency may be made only by the repayment of such existing Advance in the same currency as such existing Advance and the request of a new Advance in another currency.

6.5 Maximum Rate of Return

Notwithstanding any provision herein to the contrary, in no event will the aggregate "interest" (as defined in section 347 of the *Criminal Code* (Canada)) payable under this Agreement exceed the maximum effective annual rate of interest on the "credit advanced" (as defined in that section 347) permitted under that section and, if any payment, collection or demand pursuant to this Agreement in respect of "interest" (as defined in that section 347) is determined to be contrary to the provisions of that section 347, such payment, collection or demand will be deemed to have been made by mutual mistake of the Borrower and the applicable Lenders and the amount of such payment or collection will be refunded to the Borrower. For purposes of this Agreement, the effective annual rate of interest will be determined in accordance with generally accepted actuarial practices and principles over the term of the Credit Facilities on the basis of annual compounding of the lawfully permitted rate of interest and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Administrative Agent will be *prima facie* evidence, for the purposes of such determination.

6.6 Waivers

- (a) To the extent permitted by applicable Law, the provisions of the *Judgment Interest Act* (Alberta) will not apply to the Documents and are hereby expressly waived by the Borrower.
- (b) The Borrower confirms that it fully understands and is able to calculate the rate of interest applicable to each of the Credit Facilities based on the methodology for calculating per annum rates provided for in this Article 6. The Borrower hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to the Documents, that the interest payable under the Documents and the calculation thereof has not been adequately disclosed to the

Borrower, whether pursuant to Section 4 of the *Interest Act* (Canada) or any other applicable law or legal principle.

6.7 Deemed Reinvestment Not Applicable

For the purposes of the *Interest Act* (Canada), the principle of deemed reinvestment of interest will not apply to any interest calculation under the Documents, and the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.

ARTICLE 7 GENERAL PROVISIONS RELATING TO BENCHMARK LOANS

7.1 General

- (a) The aggregate amount of each Advance by way of a CORRA Loan will be in a principal amount of not less than Cdn. [REDACTED] and in multiples of Cdn. [REDACTED] for any amount in excess thereof, and each CORRA Loan will have a term ending on the last day of the Interest Period applicable thereto.
- (b) The aggregate amount of each Advance by way of a SOFR Loan will be in a principal amount of not less than U.S. [REDACTED] and in multiples of U.S. [REDACTED] for any amount in excess thereof, and each SOFR Loan will have a term ending on the last day of the Interest Period applicable thereto.
- (c) If the Borrower elects to Drawdown by way of a Benchmark Loan or effect a Rollover of a Benchmark Loan or a Conversion of an Accommodation into a Benchmark Loan, the Borrower will specify in its Notice of Borrowing, Notice of Rollover or Notice of Conversion, as applicable, the Interest Period (which will begin and end on a Banking Day) applicable to such Benchmark Loan. If the Borrower fails, as required hereunder, to select an Interest Period for any proposed Drawdown of or Conversion into a Benchmark Loan, the Borrower will be deemed to have irrevocably elected to request a Drawdown or Rollover of, or Conversion into, a Canadian Prime Rate Loan with respect to a CORRA Loan or a U.S. Base Rate Loan with respect to a SOFR Loan, provided that if no Interest Period is specified with respect to the Rollover of any Benchmark Loan, then it shall automatically be renewed for the same Interest Period as the maturing Benchmark Loan.
- (d) Any amount owing by the Borrower in respect of any Benchmark Loan which is not paid or subject to a Rollover or a Conversion at maturity in accordance with this Agreement will, as and from its Maturity Date, be deemed to be outstanding as a Canadian Prime Rate Loan or U.S. Base Rate Loan, based on the currency of such Benchmark Loan, as applicable.

7.2 Early Termination of Interest Periods

If in the opinion of the Administrative Agent, acting reasonably, the early termination of any Benchmark Loan is required hereunder, the Borrower will pay to the applicable Lenders all expenses and out-of-pocket costs incurred by such Lenders as a result of the early termination of the Benchmark Loan, including expenses and out-of-pocket costs incurred as a result of early redemption of offsetting deposits. If, in the opinion of a Lender, acting reasonably, any such early termination cannot be effected, the Benchmark Loan will not be terminated and the Borrower will continue to pay interest to the applicable Lenders, at the rate per annum applicable to such Benchmark Loan for the remainder of the applicable Interest Period. A written statement of the Administrative Agent as to the aggregate amount of such expenses and out-of-pocket costs will be *prima facie* evidence of the amount thereof.

7.3 Inability to Determine Rates

(a) Subject to Section 7.4, if, on or prior to the first day of any Interest Period for any Benchmark Loan:

- (i) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Benchmark applicable thereto cannot be determined pursuant to the definition thereof; or
- (ii) the Majority Lenders determine that for any reason in connection with the delivery by the Borrower of any Notice of Borrowing for a Benchmark Loan, or Notice of Rollover or Notice of Conversion of or into a Benchmark Loan, that the Benchmark applicable thereto for the Interest Period requested in respect thereof does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Benchmark Loan, and the Majority Lenders have provided notice of such determination to the Administrative Agent,

the Administrative Agent will promptly so notify the Borrower and each Lender.

(b) Upon notice by the Administrative Agent to the Borrower as set forth in Section 7.3(a), any obligation of the Lenders to make Benchmark Loans, as applicable, and any right of the Borrower to Rollover such Benchmark Loans, as applicable, or to Convert any outstanding Advances to such Benchmark Loans, as applicable, shall be suspended (to the extent of the affected Benchmark Loans, or the affected Interest Periods thereof) until the Administrative Agent (with respect to Section 7.3(a)(ii), at the instruction of the Majority Lenders) revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending Notice of Borrowing, Notice of Rollover or Notice of Conversion in respect of any applicable Benchmark Loan (to the extent of the affected Benchmark Loans, or the affected Interest Periods thereof) or, failing that, the Borrower will be deemed to have Converted any such Notice of Borrowing, Notice of Rollover or Notice of

Conversion in respect of any applicable Benchmark Loan to a Notice of Borrowing or Notice of Rollover or Notice of Conversion for, or into, a Canadian Prime Rate Loan (in relation to a Benchmark Loan in Canadian Dollar) or a U.S. Base Rate Loan (in relation to a Benchmark Loan in U.S. Dollars), as applicable, in the amount specified therein and (ii) any outstanding affected Benchmark Loans (to the extent affected) will be deemed to have been Converted into a Canadian Prime Rate Loan (in relation to a Benchmark Loan in Canadian Dollar) or a U.S. Base Rate Loan (in relation to a Benchmark Loan in U.S. Dollars), as applicable, at the end of the Interest Period applicable thereto. Upon any such Conversion, the Borrower shall also pay accrued interest on the amount so Converted, together with any additional amounts required pursuant to Section 7.2.

7.4 Benchmark Setting

(a) Benchmark Replacement.

- (i) Notwithstanding anything to the contrary herein or in any other Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (A) if a Benchmark Replacement is determined in accordance with clause (a)(i) or (b)(i) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other Party to, this Agreement or any other Document and (B) if a Benchmark Replacement is determined in accordance with clause (a)(ii), (b)(ii) or (c) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Banking Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other Party to, this Agreement or any other Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders.
- (ii) If the Benchmark Replacement is Adjusted Daily Simple SOFR, all interest payments on Benchmark Loans which bear interest with reference to such rate will be payable on a monthly basis.
- (iii) For certainty, no Swap Documents shall be deemed to be a “Document” for purposes of this Section 7.4.

- (b) Benchmark Replacement Conforming Changes. In connection with the use or administration of any Benchmark or the use, administration, adoption or implementation of any Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other Party to this Agreement or any other Document.
- (c) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower of (i) the implementation of any Benchmark Replacement or (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of such Benchmark Replacement. The Administrative Agent will notify the Borrower of (A) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 7.4(d) and (B) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 7.4 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other Party to this Agreement or any other Document, except, in each case, as expressly required pursuant to this Section 7.4.
- (d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Document, at any time (including in connection with the implementation of any Benchmark Replacement), (i) if any then-current Benchmark is a term rate (including the Term SOFR Reference Rate, the Term CORRA Reference Rate or Term CORRA) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent, in its discretion, acting reasonably, or (B) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings applicable to such Credit Facility at or after such time to reinstate such previously removed tenor.
- (e) Benchmark Unavailability Period. Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, (i) the Borrower may

revoke its request for a Drawdown of, Conversion to or Rollover of a Benchmark Loan, to be made, Converted or Rolled over during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have Converted any such request into a request for a Drawdown of or Conversion to U.S. Base Rate Loans (in the case of Benchmark Loans denominated in U.S. Dollars) or Canadian Prime Rate Loans (in the case of Benchmark Loans denominated in Canadian Dollars) and (ii) any outstanding affected Benchmark Loans will be deemed to have been Converted to U.S. Base Rate Loans (in the case of Benchmark Loans denominated in U.S. Dollars) or Canadian Prime Rate Loans (in the case of Benchmark Loans denominated in Canadian Dollars) at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of U.S. Base Rate or Canadian Prime Rate (as applicable) based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the U.S. Base Rate or the Canadian Prime Rate, as applicable.

ARTICLE 8 LETTERS OF CREDIT

8.1 Letters of Credit Commitment

Letters of Credit may be issued under the Operating Facility in Canadian Dollars or U.S. Dollars, provided that the Exchange Equivalent expressed in Canadian Dollars of the aggregate face amount of all Letters of Credit outstanding under the Operating Facility at any time may not exceed Cdn [REDACTED]. Letters of Credit will not be issued for the purpose of guaranteeing obligations of any Person other than a Loan Party. Each Letter of Credit shall have an expiry date not exceeding the earlier of (a) one year from the date of issuance thereof, and (b) the Termination Date.

8.2 Notice of Issuance

Each request for the issuance of a Letter of Credit shall be delivered by the Borrower to the Administrative Agent and the Operating Facility Lender in accordance with the notice requirements set out herein, together with Operating Facility Lender's customary form of application and indemnity agreement completed to its satisfaction and the proposed form of the Letter of Credit (which shall be satisfactory to the Operating Facility Lender) and such other certificates, documents and other papers and information as the Operating Facility Lender may reasonably request; provided that, if there is any inconsistency between the terms of this Agreement and the terms of such customary form of indemnity agreement or other customary administrative documents, the terms of this Agreement shall prevail.

8.3 Form of Letter of Credit

Each Letter of Credit to be issued hereunder shall:

- (a) be dated the date of issuance of the Letter of Credit;

- (b) have an expiration date on a Banking Day which occurs no more than 365 days after the date of such issuance (provided that Letters of Credit may have a term in excess of 365 days if the Operating Facility Lender shall agree);
- (c) have an expiration date prior to the Termination Date; and
- (d) comply with the definition of Letter of Credit and shall otherwise be satisfactory in form and substance to the Operating Facility Lender.

8.4 Procedure for Issuance of Letters of Credit

- (a) Issue. On the date of issue, the Operating Facility Lender will complete and issue one or more Letters of Credit in favour of the beneficiary as specified by the Borrower in its Notice of Borrowing.
- (b) Time for Honour. No Letter of Credit shall require payment against a conforming draft to be made thereunder on the same Banking Day upon which such draft is presented, if such presentation is made after 11:00 a.m. (Toronto time) on such Banking Day.
- (c) Text. Prior to the issue date, the Borrower shall specify a precise description of the documents and the verbatim text of any certificate to be presented by the beneficiary prior to payment under the Letter of Credit. The Operating Facility Lender may require changes in any such documents or certificate, acting reasonably.
- (d) Conformity. In determining whether to pay under a Letter of Credit, the Operating Facility Lender shall be responsible only to determine that the documents and certificates required to be delivered under such Letter of Credit have been delivered and that they comply on their face with the requirements of such Letter of Credit.

8.5 Payment of Amounts Drawn Under Letters of Credit

In the event of any request for a drawing under any Letter of Credit, the Operating Facility Lender may notify the Borrower (with a copy of the notice to the Administrative Agent) on or before the date on which it intends to honour such drawing. The Borrower (whether or not such notice is given) shall reimburse the Operating Facility Lender within two Banking Days of demand by the Operating Facility Lender, in the relevant currency, an amount, in same day funds, equal to the amount of such drawing. The Borrower shall pay to the Operating Facility Lender interest on the amount of any such drawn Letter of Credit as if such drawn amount was a Canadian Prime Rate Loan under Section 3.10(a)(i) if the Letter of Credit was issued in Canadian Dollars or as if such amount was a U.S. Base Rate Loan under Section 3.10(a)(v) if the Letter of Credit was issued in U.S. Dollars from the date such Letter of Credit is drawn upon until such time as the Borrower reimburses the Operating Facility Lender for the drawn amount of such Letter of Credit.

8.6 Fees

- (a) Issue Fee. The Borrower shall, on the date of issuance or renewal of each Letter of Credit hereunder, pay to the Operating Facility Lender in relation to each such Letter of Credit a fee in respect of each Letter of Credit equal to the issuance fee specified in Section 3.10(a), such fee to be payable in the currency of issue and determined for a period equal to the term of each such Letter of Credit.
- (b) Administrative Fee. The Borrower shall pay to the Operating Facility Lender, upon the issuance of a Letter of Credit, the Operating Facility Lender's standard documentary and administrative charges for issuing, amending or transferring standby or commercial letters of credit or letters of guarantee of a similar amount, term and risk.

8.7 Obligations Absolute

The obligation of the Borrower to reimburse the Operating Facility Lender for drawings made under any Letter of Credit shall be unconditional and irrevocable and shall be fulfilled strictly in accordance with the terms of this Agreement under all circumstances, including:

- (a) any lack of validity or enforceability of any Letter of Credit;
- (b) the existence of any claim, set off, defence or other right which the Borrower may have at any time against a beneficiary or any transferee of any Letter of Credit (or any Persons for whom any such transferee may be acting) or any other Person, whether in connection with this Agreement, the Documents, the transactions contemplated herein and therein or any unrelated transaction (including any underlying transaction between the Borrower and the beneficiary of such Letter of Credit);
- (c) any draft, demand, certificate or other document presented under any Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect;
- (d) payment by the Operating Facility Lender under any Letter of Credit against presentation of a demand, draft or certificate or other document which does not comply with the terms of such Letter of Credit (provided that such payment does not breach the standards of reasonable care specified in the Uniform Customs or disentitle the Operating Facility Lender to reimbursement under ISP98, in each case as stated on its face to be applicable to the respective Letter of Credit); or
- (e) the fact that a Default or an Event of Default shall have occurred and be continuing.

8.8 Indemnification; Nature of Lenders' Duties

- (a) Indemnity. In addition to amounts payable as elsewhere provided in this Article 8, the Borrower hereby agrees to protect, indemnify, pay and save the Operating

Facility Lender and its directors, officers, employees, agents and representatives harmless from and against any and all claims, demands, liabilities, damages, losses, costs, charges and expenses (including legal fees and expenses) which the indemnitee may incur or be subject to as a consequence, direct or indirect, of:

- (i) the issuance of any Letter of Credit, other than as a result of the breach of the standards of reasonable care specified in the Uniform Customs or where the Operating Facility Lender would not be entitled to the foregoing indemnification under ISP98, in each case as stated on its face to be applicable to such Letter of Credit; or
 - (ii) the inability of the indemnitee to honour a drawing under any Letter of Credit as a result of any act or omission, whether rightful or wrongful, of any present or future de jure or de facto Governmental Authority (all such acts or omissions called in this Section 8.8, "**Governmental Acts**").
- (b) Risk. As between the Borrower, on the one hand, and the Operating Facility Lender, on the other hand, the Borrower assumes all risks of the acts and omissions of, or misuse of the Letters of Credit issued hereunder by, the respective beneficiaries of such Letters of Credit and, without limitation of the foregoing (but other than to the extent the Operating Facility Lender breaches the standards of reasonable care specified in the Uniform Customs of where the Operating Facility Lender would not be entitled to indemnification under ISP98), the Operating Facility Lender shall be responsible for:
- (i) the form, validity, accuracy, genuineness or legal effect of any document submitted by any party in connection with the application for and issuance of such Letter of Credit, even if it should in fact prove to be in any or all respects invalid, inaccurate, fraudulent or forged;
 - (ii) the invalidity or insufficiency of any instrument transferring or assigning or purporting to transfer or assign any such Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason;
 - (iii) errors, omissions, interruptions or delays in transmission or delivery of any messages, by fax, electronic transmission, mail, cable telegraph, telex or otherwise, whether or not they are in cipher;
 - (iv) errors in interpretation of technical terms;
 - (v) any loss or delay in the transmission or otherwise of any document required in order to make a drawing under any such Letter of Credit or of the proceeds thereof;
 - (vi) the misapplication by the beneficiary of any such Letter of Credit of the proceeds of any drawing under such Letter of Credit; and

- (vii) any consequences arising from causes beyond the reasonable control of the Operating Facility Lender, including any Governmental Acts.
- (c) None of the above shall affect, impair or prevent the vesting of any of the Lenders' rights or powers hereunder. No action taken or omitted by the Operating Facility Lender under or in connection with any Letter of Credit issued by it or the related certificates, if taken or omitted in good faith, shall put the Operating Facility Lender under any resulting liability to the Borrower (provided that the Operating Facility Lender acts in accordance with the standards of reasonable care specified in the Uniform Customs and otherwise as may be required under ISP98, in each case as stated on its face to be applicable to the respective Letter of Credit).

8.9 Escrowed Funds

If, any Letter of Credit is outstanding on the Termination Date of the Operating Facility, at any time that an Event of Default occurs, a demand for repayment is made hereunder, or a domestic or foreign court issues any judgment or order restricting or prohibiting payment by the Operating Facility Lender under such Letter of Credit or extending the liability of the Operating Facility Lender to make payment under such Letter of Credit beyond the expiry date specified therein, the Borrower will forthwith upon demand by the Administrative Agent or the Operating Facility Lender deposit into a cash collateral account maintained by and in the name of the Operating Facility Lender funds in the applicable currency in the amount of the Advance constituted by such Letter of Credit and such funds (together with interest thereon) will be held by the Administrative Agent for payment of the liability of the Borrower pursuant to this Article 8 or otherwise in respect of such Letter of Credit so long as the Operating Facility Lender has or may in any circumstance have any liability under such Letter of Credit, and, pending such payment, shall bear interest at the Operating Facility Lender's then prevailing rate in respect of deposits of similar amounts and of similar periods of time. Any balance of such funds and interest remaining at such time as the Operating Facility Lender does not have and may never have any liability under such Letter of Credit will nevertheless continue to be held by the Administrative Agent, if and so long as any Default or Event of Default is continuing or after a demand for repayment is made or both, as security for the remaining liabilities of the Borrower hereunder. The Administrative Agent shall have exclusive control over all amounts at any time on deposit in such cash collateral account. The deposit of such funds by the Borrower with the Operating Facility Lender as herein provided will not operate as a repayment of the Aggregate Principal Amount of the Operating Facility until such time as such funds are actually paid to the Operating Facility Lender as a principal repayment.

8.10 Records

The Administrative Agent and the Operating Facility Lender shall maintain records showing the undrawn and unexpired amount of each Letter of Credit outstanding hereunder and showing for each Letter of Credit issued hereunder:

- (a) the dates of issuance and expiration thereof;

- (b) the amount thereof; and
- (c) the date and amount of all payments made thereunder.

The Administrative Agent and the Operating Facility Lender, shall make copies of such records available to the Borrower upon its request.

ARTICLE 9 INCREASED COSTS

9.1 Changes in Law

- (a) If, after the date hereof, due to either:
 - (i) the introduction of, or any change in, or in the interpretation of any Law, whether having the force of law or not, resulting in the imposition or increase of reserves, deposits or similar requirements by any central bank or Governmental Authority charged with the administration thereof; or
 - (ii) the compliance with any guideline or request from any central bank or other Governmental Authority which a Lender, acting reasonably, determines that it is required to comply with,

there will be any increase in the cost to such Lender of agreeing to make or making, funding or maintaining an Accommodation or there will be any reduction in the effective return to such Lender thereunder, then, subject to Section 9.1(b), the Borrower will, within ten Banking Days after being notified by such Lender of such event, pay to such Lender, quarterly in arrears, that amount (the “**Additional Compensation**”) which such Lender, acting reasonably, determines will compensate it, after taking into account all applicable Taxes and all interest and other amounts received, for any such increased costs or reduced returns incurred or suffered by such Lender.

- (b) If Additional Compensation is payable pursuant to Section 9.1(a), the Borrower will have the option to Convert the Accommodation to another type of Accommodation, in accordance with this Agreement, in respect of which no further such Additional Compensation will be payable, or prepay any amount of the Credit Facility owed to the Lender entitled to receive the Additional Compensation, subject always to Section 7.1(a) without obligation to make a corresponding prepayment to any other Lender.
- (c) Notwithstanding anything contained in this Section 9.1, the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines and directives thereunder or issued in connection therewith and all requests, rules, regulations, guidelines and directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority or any United States, Canadian or foreign regulatory authority) (collectively, the “**New Rules**”) shall, in

each case, be deemed a “change in Law” under Section 9.1(a)(i) regardless of the date enacted, adopted or issued but only to the extent (i) applicable to a Lender claiming Additional Compensation, (ii) materially different from that in effect on the date hereof, and (iii) such New Rules have general application to substantially all banks and their affiliates within the jurisdiction in which such Lender operates.

9.2 Changes in Circumstances

Notwithstanding anything to the contrary herein or in any of the other Documents contained, if on any date a Lender determines, acting reasonably and in good faith, which determination will be conclusive and binding on the Parties, and provided notice is given to the Administrative Agent and the other Lenders and to the Borrower that its ability to maintain, or continue to offer any Accommodation has become unlawful or impossible due to:

- (a) any change in applicable Law, or in the interpretation or administration thereof by Governmental Authorities having jurisdiction in the matter; or
- (b) the imposition of any condition, restriction or limitation upon such Lender which is outside of its control,

then in any such case, the Borrower will forthwith repay to such Lender all principal amounts affected thereby, together with all unpaid interest accrued thereon to the date of repayment and all other expenses incurred in connection with the termination of any such Accommodation, including any expenses resulting from the early termination of any Interest Period relating thereto in accordance with Section 7.1(a), without any obligation to make a corresponding prepayment to any other Lender. The Borrower may utilize other forms of Accommodations not so affected in order to make any required repayment and after any such repayment, the Borrower may elect to re borrow the amount repaid by way of some other Accommodation upon complying with applicable requirements thereof.

9.3 Application of Sections 9.1 and 9.2

If a Lender exercises its discretion under either Section 9.1 or 9.2, then concurrently with a notice from such Lender to the Administrative Agent and the Borrower requiring compliance with the applicable Section, such Lender will provide the Borrower (with a copy to the Administrative Agent who will notify the other Lenders) with a certificate in reasonable detail outlining the particulars giving rise to such notice and certifying (with reasonable supporting detail) the increased costs, if any, payable by the Borrower thereunder, which will be *prima facie* evidence thereof and binding on the Parties.

9.4 Taxes

All payments to be made by the Borrower and the other Loan Parties pursuant to the Documents are to be made without set-off, deduction, compensation or counterclaim and free and clear of and without deduction for or on account of any Tax (which for greater certainty does not include Taxes on the overall income of a Lender), except for the deduction of such Taxes as required by applicable Laws. If any such Tax is deducted or

withheld from any payments under the Documents, the Borrower and the other Loan Parties shall promptly remit to the Administrative Agent for the Lenders benefit in the currency in which such payment was made, the equivalent of the amount of Tax so deducted or withheld together with the relevant receipt addressed to the Administrative Agent. If the Borrower or any other Loan Party is prevented by operation of Law or otherwise from paying, causing to be paid or remitting such Tax, the interest or other amount payable under the Documents will be increased to such rates as are necessary to yield and remit to the Lenders the principal sum advanced or made available together with interest at the rates specified in the Documents after provision for payment of such Tax.

9.5 Illegality

If any Lender determines that any Law has made it unlawful, or that any Relevant Governmental Body has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund Advances, the interest for which is determined by reference to any Benchmark, or to determine or charge interest based upon any such Benchmark, then, upon notice thereof by such Lender to the Borrower (through the Agent) (such notice, an "Illegality Notice"), (a) any obligation of the Lenders to make Advances the interest for which is determined by reference to any Benchmark, and any right of the Borrower to Convert any existing Advances into Advances the interest for which is determined by reference to such Benchmark shall be suspended, and (b) if such notice asserts the illegality of such Lender making or maintaining the relevant Advances is caused by reference to a specific component of such interest rate that is determined with reference to a Benchmark which has been determined to be unlawful, the interest rate on which each such Advance shall be determined by the Agent shall be such interest rate without reference to the applicable Benchmark component thereof, in each case, until each affected Lender notifies the Agent and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of an Illegality Notice, the Borrower shall, upon demand from any Lender (with a copy to the Agent), prepay or, if applicable, Convert all affected Advances of such Lender to Canadian Prime Rate Loans (with respect to Advances denominated in Canadian Dollars) or U.S. Base Rate Loans (with respect to Advances denominated in U.S. Dollars), as applicable (the interest rate on which shall, if necessary to avoid such illegality, be determined by the Agent without reference to the Benchmark component of such interest rate which has been determined to be unlawful), either on the Maturity Date therefor, if all affected Lenders may lawfully continue to maintain such Advance to such day, or immediately, if any Lender may not lawfully continue to maintain such Advance, in each case, until the Agent is advised in writing by each affected Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the applicable Benchmark. Upon any such prepayment or Conversion following receipt of an Illegality Notice, the Borrower shall also pay accrued interest on the amount so prepaid or Converted, together with any additional amounts required pursuant to Section 7.2.

ARTICLE 10
REPRESENTATIONS AND WARRANTIES OF THE BORROWER

10.1 Representations and Warranties

The Borrower hereby represents and warrants, on its own behalf and on behalf of each other Loan Party, to the Administrative Agent and the Lenders that:

- (a) Formation, Organization and Power. Each Loan Party has been duly created, and is validly existing under the Laws of its jurisdiction of its creation, and is duly registered to carry on business in each jurisdiction in which the nature of any material business carried on by it or the character of any material property owned or leased by it makes such registration necessary, except for jurisdictions where the failure to be so registered could not reasonably be expected to have a Material Adverse Effect, and each Loan Party has full power and capacity to enter into and perform its obligations under the Documents to which it is a party, and to carry on its business as currently conducted by it.
- (b) Authorization and Status of Agreements. Each Document to which a Loan Party is a party delivered pursuant hereto has been duly authorized, executed and delivered by it and does not conflict with or contravene or constitute a default, under:
 - (i) its constating documents, by laws, any resolution of the Directors or partners or any shareholders' or partnership agreement in respect thereof;
 - (ii) any material agreement or document to which it is a party or by which any of its material assets or properties are bound; or
 - (iii) any applicable Law.
- (c) Enforceability. Each of the Documents constitutes a valid and binding obligation of the Loan Party that is a party thereto, and is enforceable against such Loan Party in accordance with the terms thereof, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, or similar statutes affecting the enforcement of creditors' rights generally and by general principles of equity.
- (d) Litigation. There are no actions, suits or proceedings at Law or before or by any Governmental Authority existing or pending, or to the best of the Borrower's knowledge threatened, to which a Loan Party is, or to the Borrower's knowledge is threatened to be made, a party and the result of which would, if successful against it, result in a Loan Party having to pay an amount of [REDACTED] or more or otherwise could reasonably be expected to have a Material Adverse Effect.
- (e) Environmental Law. To the knowledge of the Borrower, each Loan Party and each Subsidiary thereof: (i) has obtained all permits, licenses and other authorizations which are required under Environmental Law, the absence of which could reasonably be expected to have a Material Adverse Effect; and (ii) is in all material

respects in compliance with Environmental Law and with the terms and conditions of all such permits, licenses and authorizations.

- (f) Environmental Condition of Property. To the knowledge of the Borrower, the property or any part thereof owned, operated or controlled by each Loan Party and each of its Subsidiaries, either directly or indirectly:
- (i) is not the subject of any outstanding claim, charge or order from an Governmental Authority alleging violation of Environmental Law or, if subject to any such claim, charge or order, the Loan Party or applicable Subsidiary is taking all such remedial, corrective or other action required under the claim, charge or order or such claim, charge or order is being contested by a Permitted Contest; and
 - (ii) complies in all material respects with respect to each of its use and operation, with Environmental Law and with the terms and conditions of all permits, licenses and other authorizations which are required to be obtained under applicable Environmental Law,

except to the extent that any such claim, charge, order or non-compliance could not reasonably be expected to result in a claim, loss or other liability in excess of Cdn. [REDACTED]

- (g) Title to Properties. Each Loan Party has good and valid title to its property, subject only to Permitted Encumbrances. Each Loan Party is entitled to charge or pledge its interests in its property in favour of the Administrative Agent and the Lenders as provided in this Agreement without the need to obtain any consent of or release from any other Person which has not been obtained and such property is not held in trust by a Loan Party for any Person other than a Loan Party.
- (h) Financial Condition. The most recent audited consolidated financial statements of the Borrower heretofore or contemporaneously delivered to the Administrative Agent and the Lenders were prepared in accordance with IFRS and such financial statements present fairly in all material respects the Borrower's consolidated financial position as at the date thereof. Since the date of such financial statements, there has been no occurrence of any event or circumstance which could reasonably be expected to have a Material Adverse Effect.
- (i) Information. As at the date hereof, all factual information heretofore or contemporaneously furnished by or on behalf of a Loan Party or any of its Subsidiaries to the Administrative Agent or the Lenders in connection with the Loan Parties, their Subsidiaries or the Credit Facilities, and in the case of third parties, to the knowledge of the Borrower, was true and accurate in all material respects at the time given and the Borrower has no knowledge of any omission of any material fact which renders such factual information incomplete or misleading in any material way at the time given.

- (j) No Breach of Orders, Licences or Statutes. None of the Loan Parties is in breach of:
- (i) any order, approval or mandatory requirement or directive of any Governmental Authority;
 - (ii) any governmental licence or permit; or
 - (iii) any applicable Law,
- which breach could reasonably be expected to have a Material Adverse Effect.
- (k) Pensions. Each Loan Party has in all respects complied with the contractual provisions and applicable Law relating to each Canadian Pension Plan to which it is a party or is otherwise bound, if any, except to the extent failure to comply could not reasonably be expected to have a Material Adverse Effect, all amounts due and owing under any such Canadian Pension Plan have been paid in full, and, to the best of the knowledge of the Borrower, no deficiency exists (whether or not waived) under any such Canadian Pension Plan that could reasonably be expected to have a Material Adverse Effect.
- (l) No Default. No Default or Event of Default has occurred and is continuing.
- (m) Insurance. Each Loan Party and each of its Subsidiaries has in full force and effect such policies of insurance in such amounts issued by such insurers of recognized standing covering the property of each such Loan Party and each of its Subsidiaries as required by Section 11.1(j).
- (n) Approvals. All regulatory and other approvals, consents, permits and licenses necessary for each Loan Party to carry on its business, as currently carried on, and all approvals, consents, permits and licenses necessary for each Loan Party to enter into the Documents to which it is a party and perform its obligations thereunder have, in each case, been obtained and are in good standing, except in each case to the extent that to failure to obtain or maintain in good standing such approvals, consents, permits and licenses could not reasonably be expected to have a Material Adverse Effect.
- (o) Payment of Taxes. Each Loan Party and each of its Subsidiaries has filed all tax returns which are required to be filed and have paid all material Taxes (including interest and penalties) which are due and payable, unless such payment is subject to a Permitted Contest.
- (p) Remittances. All of the remittances required to be made by each Loan Party and each of its Subsidiaries to the applicable federal, provincial or municipal governments have been made and are currently up to date, and there are no outstanding arrears in respect of such remittances, unless any such remittance is subject to a Permitted Contest.

- (q) Subsidiaries and Disclosure Information. As at the date hereof, the Borrower has no Material Subsidiaries other than as set out in Schedule G. The Material Subsidiaries indicated in Schedule G, if any, as Loan Parties together with the Borrower constitute the "Loan Parties". Each Loan Party's respective jurisdiction of formation, the location of its respective businesses and assets and its trade names, if any, used in such locations are as set forth in Schedule G. As at the date hereof, the legal and beneficial owners of the issued and outstanding Voting Securities of each Loan Party and each of its Subsidiaries (other than the Borrower) are as set out in Schedule G.
- (r) Fiscal Year. The Fiscal Year end of each Loan Party is December 31.
- (s) Liens. No Loan Party or any of its Subsidiaries have any Liens on its property, other than Permitted Encumbrances, nor will the entering into and performance by any Loan Party of the Documents create a Lien, other than a Permitted Encumbrance, under:
 - (i) its constating documents, by laws, any resolution of the directors or partners or any shareholders' or partnership agreement in respect thereof;
 - (ii) any material agreement or document to which it is a party or by which any of its material property is bound; or
 - (iii) any applicable Law.
- (t) Indebtedness. No Loan Party has incurred or assumed any Indebtedness, other than Permitted Indebtedness.
- (u) Labour Matters. Except as, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, there are no strikes, lockouts or slowdowns against any Loan Party pending or, to the knowledge of the Borrower, threatened. Except as, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect, the Credit Facilities will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Loan Party is bound.
- (v) Solvency. On the Amendment and Restatement Date and immediately following the making of each Advance and after giving effect to the application of the proceeds of each Advance, (i) the fair value of the assets of the Loan Parties, on a consolidated basis, at a fair valuation, will exceed their debt and liabilities, subordinated, contingent or otherwise; (ii) the present fair saleable value of the property of the Loan Parties, on a consolidated basis, will be greater than the amount that will be required to pay the probable liability of their Indebtedness and other liabilities, subordinated, contingent or otherwise, as such Indebtedness and other liabilities become absolute and matured; (iii) the Loan Parties, on a consolidated basis, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) the Loan Parties, on a consolidated basis, will have sufficient capital with

which to conduct the business in which they are engaged as such business is now conducted and is proposed to be conducted hereafter.

- (w) Operation of Business and Properties. All property owned or operated by each Loan Party and its Subsidiaries has been and will continue to be operated and maintained, as the case may be, in a good and workmanlike manner in accordance with sound industry practice and in accordance with all applicable Laws, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect. Each Loan Party and each of its Subsidiaries have operated its business in accordance with good practice and industry standards except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.
- (x) Security. The Liens created by the Security granted by each Loan Party to the Administrative Agent rank as Liens in priority to all other Liens over the assets of each such Loan Party, subject only to Permitted Encumbrances which under applicable Law rank in priority thereto.
- (y) Margin Regulations. None of the Loan Parties is engaged in, or has as one of its important activities, the business of extending credit for the purpose of purchasing or carrying any “margin security” or “margin stock” as defined in Regulations U or X of the Federal Reserve Board (herein called “**Margin Stock**”). None of the Loan Parties has taken or will take any action which might cause this Agreement to violate Regulation U or X or any other regulation of the Federal Reserve Board with respect to Margin Stock, in each case as now in effect or as the same may hereafter be in effect. No proceeds of any Accommodation made hereunder shall be used for a purpose which violates, or would be inconsistent with, Regulation U or X of the Federal Reserve Board.
- (z) Sanctions, etc.
 - (i) No part of the proceeds of any Advance nor drawings under any Letter of Credit will be used, directly or, to the knowledge of the Borrower or any Subsidiary, indirectly, to fund any operations in, finance any investments or activities in, or make any payments to, a Sanctioned Person in any manner that would result in any violation by any person (including any Lender and the Administrative Agent) of (A) any Sanctions, or (B) applicable regulations, rules and executive orders administered by any Sanctions Authority.
 - (ii) None of the Borrower nor any of its Subsidiaries (A) is, or will become a Sanctioned Person, or (B) knowingly, after due inquiry, engages or will engage in any dealings or transactions, or is or will be otherwise knowingly, after due inquiry, associated, with any Sanctioned Person that would result in any violation of (x) any Sanctions, or (y) applicable regulations, rules and executive orders administered by any Sanctions Authority.

- (iii) Each of the Borrower and its Subsidiaries is, and has conducted its business, in compliance in all material respects with all Sanctions and all applicable regulations, rules and executive orders administered by any Sanctions Authority.
 - (iv) To its knowledge, each of the Borrower and its Subsidiaries is, and has conducted its business, in compliance in all material respects with all Anti-Money Laundering/ Anti-Terrorist Financing Laws.
 - (v) The Borrower and its Subsidiaries, to the Borrower's knowledge, are not the subject of any investigation, inquiry or enforcement proceedings by any Governmental Authority regarding any offense or alleged offense under any Anti-Corruption Laws or Anti-Money Laundering/Anti-Terrorist Financing Laws in which there is a reasonable possibility of an adverse decision and, to the Borrower's knowledge, no such investigation, inquiry or proceeding is pending or has been threatened.
 - (vi) To its knowledge, each of the Borrower and its Subsidiaries is, and has conducted its business, in compliance in all material respects with all Anti-Corruption Laws. No part of the proceeds of any Advance or any drawings under any Letter of Credit has been used or will be used, directly or, to the knowledge of the Borrower or any Subsidiary, indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in a governmental capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of any Anti-Corruption Laws.
 - (vii) The Borrower and its Subsidiaries have policies and procedures in place to ensure that each of the foregoing representations and warranties in this Section 10.1(z) are true and correct at all times.
- (aa) ERISA Compliance.
- (i) Except as has not had or could not reasonably be expected to have a Material Adverse Effect, (A) each Plan is in compliance in all material respects with the applicable provisions of ERISA, the Code and other federal or state law; (B) each Plan which is intended to qualify under Section 401(a) of the Code has received a favorable determination letter from the IRS or an application for such a letter is currently being processed by the IRS with respect thereto or an application for such a letter will be made on or before the end of the applicable remedial amendment period and nothing has occurred which would prevent, or cause the loss of, such qualification; (C) the Borrower and each ERISA Affiliate has made by their due date all required contributions to any Plan subject to Section 412 of the Code and to any Multiemployer Plan; and (D) no application for a funding waiver or an extension of any amortization period pursuant to Section 412 of the Code has been made with respect to any Plan.

- (ii) There are no pending or threatened claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan except those which have not resulted or could not reasonably be expected to result in a Material Adverse Effect. There has been no prohibited transaction or violation of the fiduciary responsibility rules with respect to any Plan except those which have not resulted or could not reasonably be expected to result in a Material Adverse Effect.
- (iii) Except as has not had or could not reasonably be expected to have a Material Adverse Effect, (A) no ERISA Event has occurred or is reasonably expected to occur; (B) no Pension Plan has any Unfunded Pension Liability; (C) neither the Borrower nor any ERISA Affiliate has incurred, or reasonably expects to incur, any liability (and no event has occurred which, with the giving of notice under Section 4219 of ERISA, would result in such liability) under Section 4201 or 4243 of ERISA with respect to a Multiemployer Plan; and (D) neither the Borrower nor any ERISA Affiliate has engaged in a transaction that could reasonably be expected to be subject to Section 4069 or 4212(c) of ERISA.

10.2 Acknowledgement

The Borrower acknowledges that the Administrative Agent and the Lenders are relying upon the representations and warranties in this Article 10 in making the Credit Facilities available to the Borrower and that the representations and warranties contained in Section 10.1, except for any representation and warranty made solely at the date hereof, will be deemed to be restated in every respect effective on the date each and every Advance is made except for Advances which are Rollovers or Conversions in which case only Section 10.1(l) will be deemed to be restated.

10.3 Survival and Inclusion

The representations and warranties in this Article 10 shall survive until this Agreement has been terminated. All statements, representations and warranties contained in any Compliance Certificate and in the other Documents or in any instruments delivered by or on behalf of any Loan Party pursuant to this Agreement or the other Documents shall constitute statements, representations and warranties made by the Borrower to the Administrative Agent and the Lenders under this Agreement.

ARTICLE 11 COVENANTS OF THE BORROWER

11.1 Affirmative Covenants

While any Obligations under the Credit Facilities are outstanding or any Accommodation under the Credit Facilities remains available, unless the Majority Lenders (or in the case of Section 11.1(a), all of the Lenders) provide prior written consent to the contrary:

- (a) Punctual Payment. The Borrower will pay or cause to be paid all Obligations and other amounts payable under the Documents punctually when due.
- (b) Use of Credit Facilities. The Borrower will use the Credit Facilities only in accordance with Sections 3.8 and 11.4(n).
- (c) Legal Existence. Except as permitted by Section 11.4(e), the Borrower will do or will cause to be done all things necessary to preserve and keep in full force and effect each Loan Party's existence in good standing under the Laws of its jurisdiction of creation.
- (d) Wholly-Owned Status. Each Loan Party (other than the Borrower) will be a direct or indirect wholly-owned Subsidiary of the Borrower and to the extent any such Loan Party is indirectly owned, all such ownership interests will be held by the Borrower, or another Loan Party.
- (e) Material Adverse Claims. The Borrower will, and will cause each other Loan Party and Subsidiary thereof to, except for Permitted Encumbrances, do all things necessary to defend, protect and maintain its material property and the Security (and the priority thereof) from all material adverse claims where the failure to do so in the opinion of the Lenders, acting reasonably, threatens the intended priority or validity of the Security as herein provided, or could reasonably be expected to have a Material Adverse Effect.
- (f) Maintain Title to Properties. The Borrower will, and will cause each other Loan Party and Subsidiary thereof to, maintain good and valid title to its property, subject only to Permitted Encumbrances and to minor defects of title which in the aggregate do not affect their rights of ownership therein or the value thereof in any material way.
- (g) Operation of Properties. The Borrower will, and will cause each other Loan Party and Subsidiary thereof to, operate its respective property in accordance with sound industry practice, with all insurance policies and in all material respects with applicable Law.
- (h) Performance of Documents and Other Agreements. The Borrower will, and will cause each other Loan Party and Subsidiary thereof to, perform its obligations under the Documents. The Borrower will, and will cause each other Loan Party and Subsidiary thereof to, perform its obligations under all other material agreements relating to its properties, including payment of rentals, royalties, Taxes or other charges in respect thereof which are necessary to maintain all such agreements in good standing, provided that this covenant will not restrict any right to surrender leases or terminate agreements which are uneconomic to maintain and not require performance to the extent the failure to do so could not reasonably be expected to result in a Material Adverse Effect.
- (i) Comply with Law and Maintain Permits. The Borrower will, and will cause each other Loan Party and Subsidiary thereof to, comply in all respects with applicable

Laws, including Environmental Laws, make all required regulatory filings with all applicable Governmental Authorities and obtain and maintain all permits, licenses, consents and approvals necessary to the ownership of their material property and to the conduct of their business in each jurisdiction where it carries on material business or owns material property, including those issued or granted by Governmental Authorities, except to the extent where failure to do so could not reasonably be expected to result in a Material Adverse Effect.

- (j) Insurance. The Borrower will, and will cause each other Loan Party and Subsidiary thereof to maintain adequate insurance in respect of its property as is customary in the case of businesses of established reputation engaged in the same or similar businesses and to the extent available on commercially reasonable terms, with reputable insurance companies and will provide the Administrative Agent with copies of all insurance policies or certificates relating thereto if so requested. All such insurance policies will contain a loss payable clause and mortgage clause in favour of the Administrative Agent.
- (k) Subsidiary Guarantees and Security. Within [REDACTED] of a Material Subsidiary being formed or acquired, the Borrower will cause such Person to provide joinder agreements to the Security listed in Section 4.1, in form and substance acceptable to the Administrative Agent, acting reasonably, together with such other supporting documentation and legal opinions as the Administrative Agent may reasonably require.
- (l) Inspection of Property; Books and Records; Discussions. The Borrower will, and will cause each other Loan Party and their respective Subsidiaries to, maintain books and records of account in accordance with IFRS and applicable Law; and (i) provided no Default or Event of Default exists, not more than twice per year at the Borrower's expense and at any additional time at the Lenders' expense, and (ii) at any time while a Default or Event of Default exists at the Borrower's expense, permit representatives of the Administrative Agent at any time at the Borrower's expense to visit and inspect any property of any of each Loan Party or any Subsidiary and to examine and make abstracts from any books and records of each Loan Party or any Subsidiary, in each case at any reasonable time during normal business hours and upon reasonable request and notice, and subject to compliance with the Borrower's health and safety requirements, and to discuss the business, property, condition (financial or otherwise) and prospects of each Loan Party or any other Subsidiary with their senior officers and (in the presence of such representatives, if any, as it may designate) with its independent chartered accountants.
- (m) Payment of Taxes. The Borrower will, and will cause each other Loan Party and Subsidiary thereof to, duly file on a timely basis all Tax returns required to be filed by them, and duly and punctually pay all material Taxes and other governmental charges levied or assessed against them or their property, except to the extent such Taxes or charges are being contested by a Permitted Contest.

- (n) Remittances; Priority Claims. The Borrower will, and will cause each other Loan Party and Subsidiary thereof to, make all of the material remittances and pay all Priority Claims required to be made to the applicable federal, provincial or municipal governments and keep such remittances up to date, except to the extent such remittances are being contested by a Permitted Contest.
- (o) Sanctions, etc. The Borrower shall, and shall cause its Subsidiaries to, conduct its business operations such that, and have policies and procedures in place to ensure that, the representations and warranties in Section 10.1(z) are true and correct at all times that this Agreement is in effect (and not just at, and as of, the times such representations and warranties are made or deemed to be made).
- (p) ERISA. The Borrower shall, and shall cause each other ERISA Affiliate to promptly pay and discharge all obligations and liabilities arising under ERISA of a character which if unpaid or unperformed might result in the imposition of a Lien against any Loan Party or any of their assets and will promptly notify the Administrative Agent of (i) the occurrence of any Reportable Event which might result in the termination by PBGC of any Plan covering any officers or employees of any of the Loan Parties any benefits which are, or are required to be, guaranteed by PBGC; (ii) receipt of any notice from PBGC of its intention to seek termination of any Plan or appointment of a trustee therefor; or (iii) its intention to terminate or withdraw from any Plan that would or could reasonably be expected to result in liability of the Borrower in an aggregate amount in excess of \$500,000 in each case, except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect. The Borrower shall not, nor shall it permit any other ERISA Affiliate to, terminate any Plan or withdraw therefrom unless it shall be in compliance with all of the terms and conditions of this Agreement after giving effect to any liability to PBGC resulting from such termination or withdrawal except to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect.
- (q) EBITDA; Ownership of Assets. The Borrower will ensure at all times that:
 - (i) the EBITDA directly attributed to the Loan Parties determined on an unconsolidated but combined basis is equal to at least 90% of the Borrower's EBITDA determined on a consolidated basis; and
 - (ii) the Loan Parties legally, beneficially and directly own at least 90% of the Consolidated Net Tangible Assets of the Borrower (based on the amount thereof set forth in the financial statements most recently delivered as required hereunder).

11.2 Reporting Covenants

- (a) Borrowing Base Certificate. Within [REDACTED] of the end of the immediately preceding month, the Borrower shall deliver to the Administrative Agent a Borrowing Base Certificate (including aged accounts receivable listings, accounts

payable listings, costs in excess of billings, and an inventory and priority payables declaration), subject to the approval of the Administrative Agent.

- (b) Financial Statements. The Borrower will furnish to the Administrative Agent (in sufficient copies for each of the Lenders) a copy of:
- (i) the Borrower's quarterly unaudited consolidated financial statements prepared in accordance with IFRS on or prior to [REDACTED] after the end of each of the first three Fiscal Quarters of each Fiscal Year; and
 - (ii) the Borrower's annual audited consolidated financial statements prepared in accordance with IFRS on or prior to [REDACTED] after the end of each Fiscal Year.
- (c) Quarterly Compliance Certificate. Within: (i) the time period set forth in Section 11.2(b)(i) for each of the first three Fiscal Quarters of each Fiscal Year; and (ii) [REDACTED] after the end of each Fiscal Year, the Borrower will furnish to the Administrative Agent (in sufficient copies for each of the Lenders) a Compliance Certificate, in form satisfactory to the Lenders, acting reasonably.
- (d) Operating and Capital Expenditure Budget. As soon as available and in any event not later than the earlier of (i) [REDACTED] after the end of each Fiscal Year and (ii) the approval thereof by the Board of Directors of the Borrower, an operating and capital expenditure budget for the following Fiscal Year. Each such budget shall be in form and substance satisfactory to the Administrative Agent.
- (e) Appraisal. At the request of the Administrative Agent, within [REDACTED] after the date of such request, but in any event not more than once every calendar year, the Borrower will provide an updated appraisal (which may be provided by way of an update to an existing appraisal previously delivered), together with a reliance letter in respect thereof if requested by the Majority Lenders, of the Loan Parties' real property and capital assets. Each such appraisal shall be prepared by an appraiser satisfactory to the Administrative Agent and in form and substance satisfactory to the Administrative Agent, acting reasonably.
- (f) Organizational Chart. Promptly upon request by the Administrative Agent, and automatically in connection with any notice provided Section 11.2(i), the Borrower shall provide to the Administrative Agent an updated organizational chart for the Loan Parties and their respective Subsidiaries, together with an updated Schedule G.
- (g) Notice of Default, Event of Default or Material Adverse Effect. The Borrower will notify the Administrative Agent of the occurrence of any Default or Event of Default or any other event which could reasonably be expected to result in a Material Adverse Effect as soon as reasonably possible upon the Borrower acquiring knowledge thereof and specify in such notice the nature of any event and the steps taken or proposed to be taken to remedy or eliminate the same.

- (h) Notice of Legal Proceedings. The Borrower will, as soon as reasonably possible upon the Borrower acquiring knowledge thereof, notify the Administrative Agent of the commencement of any legal or administrative proceedings or any insurance claims against a Loan Party or any Subsidiary thereof which, if adversely determined against the Loan Party, could reasonably be expected to create an obligation or liability in excess of [REDACTED] or which could otherwise reasonably be expected to result in a Material Adverse Effect.
- (i) Notice of Change of Ownership/Organizational Chart. The Borrower will, as soon as reasonably possible upon acquiring actual knowledge thereof, notify the Administrative Agent of any Change of Control or any change to the organizational chart most recently provided by the Borrower to the Administrative Agent.
- (j) Notice of Environmental Damage. The Borrower will, as soon as reasonably possible upon acquiring actual knowledge thereof, notify the Administrative Agent of (i) the discovery of any Contaminant or of any Release of a Contaminant into the Environment from or upon the land or property owned (either individually or jointly), operated or controlled by a Loan Party or any Subsidiary thereof (ii) or any other event, which could, in either case, reasonably be expected to create an obligation or liability in excess of [REDACTED] or could otherwise reasonably be expected to result in a Material Adverse Effect.
- (k) Serial Number Goods. Upon the reasonable request of the Administrative Agent, the Borrower will provide the Administrative Agent with a list of the Loan Parties' serial number goods, such list to include the serial number, year of manufacture, type of good, make and model of each serial numbered good and otherwise be in form and substance satisfactory to the Administrative Agent, acting reasonably.
- (l) Intellectual Property. At the request of the Administrative Agent, the Borrower will provide all reasonably requested information in respect of any material Intellectual Property of the Loan Parties and their Subsidiaries, including the creation or acquisition of any new material Intellectual Property.
- (m) Other Information. The Borrower will provide to the Administrative Agent such other documentation and information concerning its business operations as may be requested by the Administrative Agent or any Lender (through the Administrative Agent), acting reasonably.

11.3 Financial Covenants

While any Indebtedness under the Credit Facilities is outstanding or while any part of the Credit Facilities remains available to the Borrower, the Borrower covenants with the Administrative Agent and the Lenders that it will maintain the following financial covenants, in each case measured at the end of each Fiscal Quarter and measured on a rolling four quarter basis:

- (a) the Net Syndicated Funded Debt to EBITDA Ratio will not be more than 3.25:1;

- (b) the Fixed Charge Coverage Ratio will not be less than 1.20:1; and
- (c) the Net Senior Funded Debt to EBITDA Ratio will not be more than 3.50:1.

11.4 Negative Covenants

While any Indebtedness under the Credit Facilities is outstanding or while any part of the Credit Facilities remains available to the Borrower, without the prior written consent of the Majority Lenders (or in the case of Section 11.4(a), all of the Lenders):

- (a) Limitation on Indebtedness. The Borrower will not, and will not permit any Loan Party or Subsidiary thereof to, incur any Indebtedness other than Permitted Indebtedness.
- (b) Limitation on Liens. The Borrower will not, and will not permit any Loan Party or Subsidiary thereof to, provide or permit a Lien over any of its property, except for Permitted Encumbrances.
- (c) Limitation on Distributions. The Borrower will not, and will not permit any other Loan Party or Subsidiary thereof to, make any Distributions, other than Permitted Distributions.
- (d) Limitation on Financial Instruments. No Loan Party will enter into or maintain any hedging contract, forward contract, swap agreement, futures contract, or other foreign exchange protection agreement or option with respect to any such transaction, in each case designed to hedge against fluctuations in foreign exchange rates, any contract for a rate swap, rate cap, rate floor, rate collar, forward rate agreement, futures or other rate protection agreement or option with respect to any such transaction, designed to hedge against fluctuations in interest rates, any contract for a commodity swap or other production agreement or option designed to protect against fluctuations in commodity prices (which, for greater certainty, includes both physically and financially settled hedges) and any other derivative agreement or other similar agreement or arrangements (collectively, the “**Financial Instruments**”), unless such Financial Instrument is entered into for risk management and hedging purposes only in the ordinary course of business and not for speculative purposes.
- (e) Permitted Acquisitions. Other than Permitted Acquisitions, the Borrower will not, and will not permit any other Loan Party or Subsidiary thereof to complete any Acquisition.
- (f) Mergers, Amalgamation and Consolidations. The Borrower will not, and will not permit any other Loan Party to merge, amalgamate or consolidate with another Person, except that a Loan Party may merge, amalgamate or consolidate with another Loan Party or Subsidiary thereof, provided such resulting Person continues to be a Loan Party hereunder and the Borrower has provided, or confirmed the continuing effectiveness to the satisfaction of the Administrative Agent of, the Security required to be delivered pursuant to Section 4.1.

- (g) Change in Business, Name, Location. Except as otherwise expressly permitted under this Agreement, the Borrower will not, and will not permit any Loan Party to: (i) materially change the nature of the business or operations carried on by the Loan Parties, taken as a whole, from the business or operations that the Loan Parties, taken as a whole, carry on as of the Amendment and Restatement Date; or (ii) change its name, trade name, or locations of business from those set forth in Schedule G without giving the Administrative Agent [REDACTED] prior notice thereof;
- (h) Change in Accounting Principles, Fiscal Year. The Borrower will not, and will not permit any Loan Party or Subsidiary thereof to: (i) prepare its financial statements using accounting principles other than IFRS, or (ii) change its Fiscal Year end from December 31.
- (i) Asset Dispositions. Other than Permitted Dispositions but subject to Section 3.6(b)(iii), the Borrower will not, and will not permit any other Loan Party or Subsidiary thereof to, directly or indirectly, make any sale, exchange, lease, transfer or other disposition of any of its assets or properties (including the sale of the Voting Securities or other equity interests in a Loan Party) to any Person. Notwithstanding the foregoing, during the continuance of a Default or Event of Default or if a Default or Event of Default could reasonably be expected to result therefrom, the Loan Parties will not make any Permitted Dispositions except for those described in paragraphs (a) and (c) in the definition thereof set forth in Schedule A.
- (j) Financial Assistance. The Borrower will not, and will not permit any other Loan Party or Subsidiary thereof to, make any contributions of capital or any other forms of equity investment in any Person (other than another Loan Party) or provide any Financial Assistance to any Person (other than another Loan Party) exceeding in the aggregate in any Fiscal Year of [REDACTED]
- (k) Transactions with Affiliates. The Borrower will not, and will not permit any other Loan Party or Subsidiary thereof to, except as otherwise specifically permitted hereunder, enter into any transaction, including the purchase, sale or exchange of any property or the rendering of any services, with any of its shareholders or with any of its Affiliates, or with any of its or their Directors or officers, or enter into, assume or suffer to exist any employment, consulting or analogous agreement or arrangement with any such shareholder or Affiliate or with any of its directors or officers, except a transaction or agreement or arrangement which is in the ordinary course of business of the Borrower, other Loan Party or applicable Subsidiary and which is upon fair and reasonable terms not materially less favourable to the Borrower, other Loan Party or applicable Subsidiary than it would obtain in a comparable arms' length transaction; provided that such restriction will not apply to any transaction between the Loan Parties.
- (l) Changes to Constatng Documents. The Borrower will not, and will not permit any other Loan Party or Subsidiary thereof to, amend the terms of its constating documents or its by-laws, any applicable partnership agreement or any similar

document or instrument if, in each case, to do so could reasonably be expected to materially and adversely affect the rights of the Administrative Agent and the Lenders under the Documents.

- (m) Restrictions on Capital Expenditures. The Borrower will not, and will not permit any other Loan Party to, make any capital expenditure in any Fiscal Year that exceeds in aggregate [REDACTED] of the difference of: (i) the amount of Capital Expenditures as set forth in the capital expenditure budget for such Fiscal Year accepted by the Majority Lenders under Section 11.2(d), less (ii) the amount of Net Cash Proceeds from asset dispositions that have been used to fund Capital Expenditures in the relevant period.
- (n) Cash Hoarding. The Borrower will not, and will not permit any other Loan Party or Subsidiary thereof to, use the proceeds of any Advance to accumulate or maintain cash or cash equivalents in one or more depository or investment accounts maintained by any Loan Party in an amount, in the aggregate, greater than \$2,000,000, but excluding therefrom cash or cash equivalents accumulated or maintained for a specified business purpose (to the extent permitted hereunder and other than simply accumulating cash reserve), and, for certainty, the Lenders may refuse to make any requested Advance which the Lenders, acting reasonably, determine would result in a contravention of this Section 11.4(n).
- (o) IBBC Convertible Debenture. The Borrower will not, and will not permit any other Loan Party or Subsidiary thereof to:
 - (i) prepay any amounts owing under the IBBC Convertible Debenture without the prior written consent of the Majority Lenders;
 - (ii) use the proceeds of the Credit Facilities to make cash repayments of any principal obligations owing under the IBBC Convertible Debenture;
 - (iii) make cash payments of principal, interest or other amounts to the holders of the IBBC Convertible Debenture if a Default or Event of Default has occurred and is continuing or could reasonably be expected to result therefrom; or
 - (iv) enter into any amendment, modification, restatement, or supplement of, the IBBC Convertible Debenture without the prior written consent of the Majority Lenders (other than amendments which are solely of an administrative or clerical nature).

11.5 Material Subsidiaries

- (a) The Borrower from time to time, by written notice to the Administrative Agent, shall be entitled to designate that either:
 - (i) a Material Subsidiary will no longer be a Material Subsidiary; or

- (ii) a Subsidiary will be a Material Subsidiary;

provided, that the Borrower will not be entitled to designate a Material Subsidiary to be a non-Material Subsidiary if (A) a Default or an Event of Default has occurred and is continuing unless the exercise of the Borrower's discretion under paragraph (i) or (ii) above would cause such Default or Event of Default to be cured; or (B) a Default or an Event of Default would result from or exist immediately after such a designation.

ARTICLE 12 EVENTS OF DEFAULT

12.1 Event of Default

Each of the following events will constitute an Event of Default:

- (a) Failure to Pay. If:
 - (i) the Borrower makes default in the due and punctual payment of any principal amount owing under the Documents, as and when the same becomes due and payable, whether at maturity or otherwise; or
 - (ii) the Borrower makes default in the due and punctual payment of interest or fees owing under the Documents, as and when the same become due and payable, whether at maturity or otherwise and such default continues for a period of two Banking Days after written notice thereof is given to the Borrower by the Administrative Agent.
- (b) Borrowing Base Shortfall. If the Borrower fails to eliminate a Borrowing Base Shortfall as provided in Section 3.6(b)(i).
- (c) Incorrect Representations. If (i) any representation or warranty made by any Loan Party in any Document or deemed to have been repeated as herein provided; or (ii) any certification or information provided in accordance with Section 11.2 proves to have been materially incorrect when so made (or in the case of third parties, to the knowledge of the Borrower, was materially incorrect when so made), except to the extent that the circumstances giving rise to this Event of Default are cured within 10 days after written notice thereof is given to the Borrower by the Administrative Agent.
- (d) Breach of Certain Covenants. The Borrower fails to observe or perform any covenant in Sections 11.2, 11.3 or 11.4.
- (e) Breach of Covenants. Except for an Event of Default set out in Section 12.1(a), 12.1(d) or elsewhere in this Section 12.1, if a Loan Party defaults in the performance or observance of any covenant, obligation or condition to be observed or performed by it pursuant to any of the Documents, and such default continues for a period of the earlier of 30 days after notice thereof being given to the Borrower

by the Administrative Agent and the Borrower otherwise becoming aware thereof (but only if and for so long as the remedying thereof was and continues to be diligently and in good faith pursued and no Material Adverse Effect has occurred or is imminent as a result of such facts).

- (f) Insolvency. If a judgment, decree or order of a court of competent jurisdiction is entered against a Loan Party: (i) adjudging any of them bankrupt or insolvent, or approving a petition seeking its reorganization or winding-up under the *Bankruptcy and Insolvency Act* (Canada), the *Bankruptcy Code* (United States), the *Companies' Creditors Arrangement Act* (Canada) or any other bankruptcy, insolvency or analogous Law; or (ii) appointing a receiver, trustee, liquidator, or other Person with like powers, over all, or substantially all, of the property of any of them; or (iii) ordering the involuntary winding-up or liquidation of the affairs of any of them; or (iv) appointing any receiver or other Person with like powers over all, or substantially all, of the property of any of them, unless, in any such case, such judgment, petition, order or appointment is stayed and of no effect against the rights of the Lenders within 30 days of its entry.
- (g) Winding-Up. If: (i) an order or a resolution is passed for the dissolution, winding-up, reorganization or liquidation of a Loan Party, pursuant to applicable Law, including the *Business Corporations Act* (Alberta), except to the extent permitted by Section 11.4(e); or (ii) any of them institutes proceedings to be adjudicated bankrupt or insolvent, or consents to the institution of bankruptcy or insolvency proceedings against it under the *Bankruptcy and Insolvency Act* (Canada), the *Bankruptcy Code* (United States), the *Companies' Creditors Arrangement Act* (Canada) or any other bankruptcy, insolvency or analogous Law; or (iii) any of them consents to the filing of any petition under any such Law or to the appointment of a receiver, or other Person with like powers, over all, or substantially all, of any of their property; or (iv) any of them makes a general assignment for the benefit of creditors, or becomes unable to pay its debts generally as they become due; or (v) any of them takes or consents to any action in furtherance of any of the aforesaid purposes.
- (h) Material Adverse Effect. In the opinion of the Lenders, acting reasonably, a Material Adverse Effect has occurred and is continuing.
- (i) Adverse Proceedings. The occurrence of any action, suit or proceeding against or affecting a Loan Party before any court or before any Governmental Authority which, if successful, could reasonably be expected to have a Material Adverse Effect, unless the action, suit, or proceedings is being contested diligently and in good faith and, in circumstances where a lower court or tribunal has rendered a decision adverse to it, any of them is appealing such decision, and has provided a reserve in respect thereof in accordance with IFRS.
- (j) Material Lien. The property of a Loan Party having a fair market value in excess of [REDACTED] in aggregate, shall be seized (including by way of execution, attachment, garnishment or distraint) or any Lien thereon shall be enforced, or such

property shall become subject to any charging order or equitable execution of a court, or any writ of enforcement, writ of execution or distress warrant with respect to obligations in excess of [REDACTED] in aggregate, shall exist in respect of any one or more of any of them, or such property, or any sheriff, civil enforcement agent or other Person shall become lawfully entitled to seize or distrain upon such property under the *Civil Enforcement Act* (Alberta), the *Workers' Compensation Act* (Alberta), the *Personal Property Security Act* (Alberta) or any other applicable Laws whereunder similar remedies are provided, and in any case such seizure, execution, attachment, garnishment, distraint, charging order or equitable execution, or other seizure or right, shall continue in effect and not be released or discharged for more than [REDACTED] and excepting where any of the foregoing are subject to a Permitted Contest.

- (k) Judgment. A judgment is obtained against a Loan Party for an amount in excess of [REDACTED] in aggregate, which remains unsatisfied and undischarged for a period of [REDACTED] during which such judgment shall not be on appeal or execution thereof shall not be effectively stayed.
- (l) Swap Documents. The occurrence of a demand by a Swap Lender under any Swap Document, an event of default by the Borrower under any Swap Document or other termination event under any Swap Document, other than at the maturity thereof.
- (m) Cash Management Arrangements. The occurrence of a demand by a Cash Manager under any Cash Management Arrangement, an event of default by the Borrower under any Cash Management Arrangement or other termination event under any Cash Management Arrangement, other than at the maturity thereof.
- (n) Other Indebtedness. A Loan Party (i) fails to make any payment of principal, interest or other amount in regard to any Indebtedness (other than Indebtedness pursuant to a Swap Document with a Swap Lender), which for the purpose of this Section 12.1(n) includes obligations and liabilities under any Financial Instrument that is not a Swap Document, whatsoever owed by it after the expiry of any applicable grace period in respect thereof, to any Person other than the Administrative Agent or any Lender under the Documents, or (ii) defaults in the observance or performance of any non-monetary obligation, covenant or condition to be observed or performed by it pursuant to any agreement to which it is a party or by which any of its property is bound such that the counterparty thereto is permitted to accelerate the maturity of the Indebtedness thereunder (other than Indebtedness pursuant to a Swap Document with a Swap Lender), in each case, where the outstanding principal amount of such Indebtedness is more than [REDACTED] in aggregate.
- (o) Cessation of Business. A Loan Party ceases or proposes to cease carrying on business, or a substantial part thereof, or makes or threatens to make a bulk sale of its property, except to the extent permitted under Section 11.4(e).

- (p) Enforceability of Documents. If any material provision of any Document shall at any time cease to be in full force and effect, be declared to be void or voidable or shall be repudiated, or the validity or enforceability thereof shall at any time be contested by any Loan Party or if any Lien constituted pursuant to the Security ceases to have the priority contemplated in the Documents without the concurrence of the Administrative Agent and the Lenders.
- (q) Change of Control. If a Change of Control occurs.

12.2 Remedies

- (a) Upon the occurrence of an Event of Default which has not been waived the Administrative Agent (on the direction of the Majority Lenders, or in the case of an Event of Default under Sections 12.1(f), 12.1(g) and 12.1(o) automatically), shall forthwith terminate any further obligation to make Advances and declare all Obligations owing under the Credit Facilities together with unpaid accrued interest thereon and any other amounts owing under the Documents, contingent or otherwise, to be immediately due and payable, whereupon the Borrower will be obligated without any further grace period to forthwith pay such amounts and the Administrative Agent and the Lenders may exercise any and all rights, remedies, powers and privileges afforded by applicable Law or under any and all other instruments, documents and agreements made to assure payment and performance of the obligations of the Loan Parties under the Documents.

12.3 Adjustments

After all Obligations are declared by the Administrative Agent to be due and payable pursuant to Section 12.2, (i) each Lender agrees that it will at any time or from time to time thereafter at the request of the Administrative Agent as required by any Lender, purchase at par on a non-recourse basis a participation in the Obligations owing to each of the other Lenders under the Revolving Facilities and make any other adjustments as are necessary or appropriate, in order that the Aggregate Principal Amount owing to each of the Lenders under the Revolving Facilities, as adjusted pursuant to this Section 12.3, will be in the same proportion as each Lender's commitment under all the Revolving Facilities was to the aggregate commitment of all Lenders under all the Revolving Facilities immediately prior to the Event of Default resulting in such declaration; and (ii) the amount of any repayment made by or on behalf of the Loan Parties under the Documents or any proceeds received by the Administrative Agent or the Lenders pursuant to Section 12.7 will be applied by the Administrative Agent in a manner such that to the extent possible the Aggregate Principal Amount owing to each Lender under the Revolving Facilities after giving effect to such application will be in the same proportion as each Lender's commitment under all the Revolving Facilities was to the aggregate commitment of all Lenders under all the Revolving Facilities immediately prior to the Event of Default resulting in such declaration.

12.4 Waivers

An Event of Default which relates to a breach of a provision of this Agreement may only be waived in writing by the Lenders in accordance with Section 15.16.

12.5 Attorney in Fact

The Borrower hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or in its own name, from time to time in the Administrative Agent's discretion, for the purpose of carrying out the terms of the Documents, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Documents and which the Borrower being required by the terms thereof to take or execute has failed to take or execute; provided that this power of attorney will not be effective until the occurrence and during the continuance of any Event of Default. The Borrower hereby ratifies all that said attorneys will lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and will be irrevocable until all of the Obligations under the Documents have been unconditionally and irrevocably paid and performed in full. The Borrower also authorizes the Administrative Agent, at any time and from time to time following the occurrence and during the continuance of any Event of Default, to execute any endorsements, assignments or other instruments of conveyance or transfer pursuant to the Security. If requested by the Administrative Agent, the Borrower will cause each other Loan Party to constitute and appoint the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact in accordance with the foregoing provisions of this Section 12.5.

12.6 Set off

The Borrower agrees that, upon the occurrence of an Event of Default, in addition to and without limitation of any right of set off, bankers' lien, counterclaim or other right or remedy that the Administrative Agent and the Lenders may otherwise have, the Administrative Agent and each Lender will be entitled, at its option, to offset any and all balances and deposits held by it for the account of the Borrower at any of its offices or branches, in any currency, against any and all amounts owed by the Borrower to the Administrative Agent or such Lender hereunder (regardless of whether any such balances are then due or payable to the Borrower), including all claims of any nature or description arising out of or connected with this Agreement in which case the Administrative Agent or such Lender will promptly notify the Borrower thereof after the occurrence thereof; provided that the Administrative Agent's or such Lender's failure to give any such notice will not affect the validity thereof. Nothing contained in the Documents will require the Administrative Agent or a Lender to exercise any right, or will affect the right of the Administrative Agent or a Lender to exercise and retain the benefits of exercising any right, with respect to any Indebtedness or other obligation of the Borrower existing otherwise than pursuant to the Documents.

12.7 Application of Proceeds

Except as otherwise agreed to by all of the Lenders in their sole discretion, all (i) payments made by or on behalf of a Loan Party under the Documents after acceleration pursuant to Section 12.2, and (ii) proceeds resulting from any realization or enforcement of the Security, including by way of foreclosure, will be applied and distributed by the Administrative Agent or any nominee thereof in the following manner:

- (a) first, in full and final payment of any amounts due and payable by way of recoverable expenses, including all out-of-pocket realization and enforcement costs and all legal costs and disbursements (on a solicitor and his own client full indemnity basis);
- (b) second, in full and final payment of all accrued and unpaid interest, Letter of Credit Fees, fronting fees, agency fees and standby fees based on each Lender's Rateable Portion;
- (c) third, in full and final payment of the Aggregate Principal Amount under the Credit Facilities, the Cash Management Obligations and the Permitted Hedging Obligations, *pro rated* in accordance with the provisions hereof;
- (d) fourth, in full and final payment of all other Obligations (other than Hedging Obligations in excess of the Permitted Hedging Obligations) owing under the Documents, *pro rated* in accordance with the provisions hereof;
- (e) fifth, in full and final payment of all Hedging Obligations in excess of the Permitted Hedging Obligations; and
- (f) finally, if there are any amounts remaining, in accordance with applicable Law.

ARTICLE 13 CONFIDENTIALITY

13.1 Non Disclosure

All information received by the Administrative Agent and the Lenders from or in respect of the Loan Parties the confidential nature of which is made known or ought to have been known to the Party receiving such information, including any information relating to a Hostile Acquisition, other than information that is required to be disclosed by applicable Law (including, for certainty, information required to be disclosed in connection with any legal proceedings, including proceedings relating to the Documents) or to any Governmental Authority of competent jurisdiction, including any central bank or other banking regulatory authority and any official bank examiners or regulators, will be held by the Parties in the strictest confidence and will not be disclosed to any Person, except as provided in Sections 13.2 and 13.3.

13.2 Exceptions

Section 13.1 does not apply to information:

- (a) of a Party where that Party consents in writing to its disclosure;
- (b) which becomes part of the public domain through no fault of the Administrative Agent or the Lenders;
- (c) received from a third party without restriction on further disclosure and without breach of Section 13.1;
- (d) developed independently without breach of Section 13.1; or
- (e) to the extent required to be disclosed by order or direction of a court or Governmental Authority of competent jurisdiction.

13.3 Permitted Disclosures by the Administrative Agent or the Lenders

Information received by the Administrative Agent or a Lender may be disclosed to their respective Affiliates, Swap Lenders, the Administrative Agent or any other Lender, including any financial institution which desires to become a Lender hereunder, any actual or prospective counterparty (or its advisors) to any securitization, swap or derivative transaction relating to the Borrower, the other Loan Parties, and the Obligations and to their respective employees, auditors, accountants, legal counsel, geologists, engineers and other consultants and financial advisors retained by such Persons on a need to know basis and subject to the obligation to maintain confidentiality in regards to any such information provided pursuant to this Section 13.3.

ARTICLE 14 ASSIGNMENT

14.1 Assignment of Interests

Except as expressly permitted under this Article 14, this Agreement and the rights and obligations hereunder will not be assignable, in whole or in part, by the Borrower without the prior written consent of all of the Lenders.

14.2 Assignment by the Lenders

Each Lender will have the right to sell or assign its Individual Commitment Amount in minimum portions of the lesser of all of such Lender's Individual Commitment Amount and [REDACTED] (with such Lender, where such sale or assignment is not of all of such Lender's Individual Commitment Amount under a Credit Facility, retaining an Individual Commitment Amount under a Credit Facility of at least [REDACTED] to one or more Lenders with the prior written consent of the Borrower (not to be unreasonably withheld) and the Administrative Agent (not to be unreasonably withheld), provided that such Lender shall also assign its *pro rata* interest in the Credit Facility in which it is a Lender upon each

assignment. An assignment fee of [REDACTED] for each such assignment (other than to an affiliate of a Lender or to another Lender) will be payable to the Administrative Agent by the assigning Lender. In the event of such sale or assignment, the Borrower, the Administrative Agent and each applicable Lender will execute and deliver all such agreements, documents and instruments as the Administrative Agent or the Lenders may reasonably request to effect and recognize such sale or assignment, including an Assignment. Notwithstanding the foregoing, if:

- (a) such assignment is made between financial institutions which are each already Lenders at the time of such assignment, no consent of the Borrower will be required; provided that, the Administrative Agent will provide written notice to the Borrower of any such assignment no later than 30 days following such assignment; and
- (b) an assignment occurs during a Default or an Event of Default which is continuing, no consent of the Borrower will be required and no restriction in respect of any applicable withholding tax or otherwise greater amount or the residency of the new Lender under the *Income Tax Act* (Canada) shall apply.

14.3 Effect of Assignment

To the extent that any Lender sells or assigns any portion of its Individual Commitment Amount pursuant to Section 14.2 and such new Lender or new Lenders, as the case may be, has executed and delivered to the Borrower and the Administrative Agent an Assignment, such Lender will be relieved and forever discharged of any and all of its covenants and obligations under the Documents in respect of that portion of its Individual Commitment Amount so sold or assigned from and after the date of such Assignment and the Borrower's recourse under the Documents in respect of such portion so sold or assigned from and after the date of the Assignment for matters arising thereunder from and after the date of the Assignment will be to such new Lender or new Lenders only, as the case may be, and their successors and permitted assigns.

14.4 Participations

Any Lender may at any time sell to one or more financial institutions or other Persons (each of such financial institutions and other Persons being herein called a "**Participant**") participating interests in any of the Advances, commitments, or other interests of such Lender hereunder, provided, however, that:

- (a) no participation contemplated in this Section 14.4 will relieve such Lender from its commitments or its other obligations hereunder or under any other Document;
- (b) such Lender will remain solely responsible for the performance of its commitments and such other obligations as if such participation had not taken place;
- (c) the Administrative Agent will continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement and each of the other Documents;

- (d) no Participant will have any rights (through a right of consent or approval or otherwise) to require such Lender to take or refrain from taking any action hereunder or under any other Document; and
- (e) the Borrower will not be required to pay any amount hereunder that is greater than the amount which it would have been required to pay had no participating interest been sold.

ARTICLE 15 ADMINISTRATION OF THE CREDIT FACILITIES

15.1 Authorization and Action

- (a) Authorization and Action. Each Lender hereby irrevocably appoints and authorizes the Administrative Agent to be its agent in its name and on its behalf and to exercise such rights or powers granted to the Administrative Agent or the Lenders under the Documents to the extent specifically provided therein and on the terms thereof, together with such powers and authority as are reasonably incidental thereto. As to any matters not expressly provided for by the Documents, the Administrative Agent will not be required to exercise any discretion or take any action, but will be required to act or to refrain from acting (and will be fully indemnified and protected by the Lenders to the greatest extent permitted by Law in so acting or refraining from acting) upon the instructions of the Majority Lenders, and such instructions will be binding upon all Lenders, provided however that the Administrative Agent will not be required to take any action which, in the opinion of the Administrative Agent, might expose the Administrative Agent to liability in such capacity, which could result in the Administrative Agent incurring any costs and expenses, or which is contrary to the spirit and intent of this Agreement.
- (b) Lenders' Determination. Where the provisions of this Agreement provide that any waiver of or any amendment to any provision of the Documents may be made or any action, consent or other determination in connection with the Documents may be taken or given, with the consent or agreement of the Lenders or the Majority Lenders (in accordance with Section 15.16), then any such waiver, amendment, action, consent or determination so made, so taken or so given with the consent or agreement of the Lenders or the Majority Lenders will be binding on all of the Lenders and all of the Lenders will co-operate in all ways necessary or desirable to implement and effect such waiver, amendment, action, consent or determination.
- (c) Deemed Non Consent. If the Administrative Agent delivers a notice to a Lender requesting advice from such Lender as to whether it consents or objects to any matter in connection with the Documents, then, except as otherwise expressly provided herein, if such Lender does not deliver to the Administrative Agent its written consent or objection to such matter within seven Banking Days of the delivery of such notice by the Administrative Agent to such Lender, such Lender will be deemed not to have consented thereto upon the expiry of such seven Banking Day period.

- (d) Release and Discharge of Security. Each Lender hereby irrevocably authorizes the Administrative Agent to execute and deliver such releases and no interest letters as may be required in connection with any disposition of assets by one or more Loan Parties in respect of which the Administrative Agent has received an officer's certificate of the Borrower certifying that such disposition is permitted hereunder, together with any other information from the Borrower reasonably required by the Administrative Agent, if any, to satisfy itself that any such disposition is permitted hereunder.

15.2 Procedure for Making Advances

- (a) Pro Rata Advances. Subject to Article 3, all Advances under each Credit Facility will be made in accordance with each Lender's Rateable Portion of such Advance under the applicable Credit Facility.
- (b) Instructions from Borrower. The Lenders, through the Administrative Agent, will make Advances under the Credit Facilities (other than Advances made by under the Operating Facility which, for certainty, shall be made by the Operating Facility Lender directly) available to the Borrower as required hereunder by debiting the account of the Administrative Agent to which each Lender's Rateable Portion in respect of the applicable Credit Facility of such Advances has been credited in accordance with Section 5.6 (or causing such account to be debited) and, in the absence of other arrangements agreed to by the Administrative Agent and the Borrower in writing, by transferring (or causing to be transferred) like funds in accordance with the instructions of the Borrower as set forth in the Notice of Borrowing, Notice of Rollover or Notice of Conversion, as the case may be, in respect of each Advance under a Credit Facility, provided that the obligation of the Administrative Agent hereunder will be limited to taking such steps as are in keeping with its normal banking practice and which are commercially reasonable in the circumstances to implement such instructions, and the Administrative Agent will not be liable for any damages, claims or costs which may be suffered by the Borrower or any of the Lenders and occasioned by the failure of such funds to reach their designated destination, unless such failure is due to the gross negligence or wilful misconduct of the Administrative Agent.
- (c) Assumption Respecting Availability. Unless the Administrative Agent has been notified by a Lender within one Banking Day prior to an anticipated Advance under the Credit Facilities that such Lender will not make available to the Administrative Agent its Rateable Portion of such Advance, the Administrative Agent may assume, without any enquiry required on its part, that such Lender has made or will make such portion of the Advance available to the Administrative Agent on the date such Advance is to take place, in accordance with the provisions hereof and the Administrative Agent may, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount.

15.3 Remittance of Payments

Forthwith after receipt of any payment by the Borrower hereunder and subject to Section 12.6, the Administrative Agent, if and to the extent a Lender is entitled thereto, will remit to such Lender its Rateable Portion of such payment, provided that, if the Administrative Agent, on the assumption that it will receive on any particular date a payment of principal, interest or fees hereunder, remits to a Lender its Rateable Portion of such payment and the Borrower fails to make such payment, each such Lender agrees to repay to the Administrative Agent forthwith on demand such Lender's Rateable Portion of any such payment, together with all reasonable costs and expenses incurred by the Administrative Agent in connection therewith and interest thereon at the rate and calculated in the manner customarily applicable to interbank payments for each day from the date such amount is remitted to such Lender. The exact amount of the repayment required to be made by a Lender pursuant hereto will be set forth in a certificate delivered by the Administrative Agent to such Lender, which certificate will be conclusive and binding for all purposes in the absence of manifest error.

15.4 Redistribution of Payment

Each Lender agrees that, subject to Section 12.6:

- (a) If it exercises any right of counter-claim, set off, bankers' lien or similar right with respect to any property of any Loan Party or if under applicable Law it receives a secured claim, the security for which is a debt owed by it to the Loan Party, it will apportion the amount thereof proportionately between:
 - (i) amounts outstanding at the time owed by the Loan Party to such Lender under this Agreement, which amounts will be applied in accordance with this Section 15.4; and
 - (ii) amounts otherwise owed to it by a Loan Party,

provided that any cash collateral account held by such Lender as collateral for a letter of credit issued or accepted by such Lender on behalf of a Loan Party may be applied by such Lender to such amounts owed by such Loan Party to such Lender pursuant to such letter of credit without apportionment.

- (b) If it receives, through the exercise of a right or the receipt of a secured claim described in Section 15.4(a) or otherwise, payment of a proportion of the aggregate amount of principal, interest and fees due to it hereunder which is greater than the proportion received by any other Lender in respect of the aggregate amount of principal, interest and fees due in respect of the Credit Facilities (having regard to the respective proportionate amounts advanced as Advances by each of the Lenders under the Credit Facilities), the Lender receiving such proportionately greater payment will purchase a participation (which will be deemed to have been done simultaneously with receipt of such payment) in that portion of the Credit Facilities of the other Lenders so that their respective receipts will be *pro rata* to their respective Rateable Portions, provided however that, if all or part of such

proportionately greater payment received by such other Lender is otherwise recovered by it, such purchase will be rescinded and the purchase price for such participation will be returned to the extent of such recovery, but without interest. Such Lender will exercise its rights in respect of such secured claim in a manner consistent with the rights of the Lenders entitled under this Section 15.4 to share in the benefits of any recovery on such secured claims.

- (c) If it does any act or thing permitted by Section 15.4(a) or 15.4(b), it will promptly provide full particulars thereof to the Administrative Agent.
- (d) Except as permitted under Section 15.4(a) or 15.4(b), no Lender will be entitled to exercise any right of counter-claim, set off, bankers' lien or similar right without the prior written consent of the other Lenders.

15.5 Duties and Obligations

The Administrative Agent or any of its directors, officers, agents or employees (and, for purposes hereof, the Administrative Agent will be deemed to be contracting as agent for and on behalf of such Persons) will not be liable to any Lender for any action taken or omitted to be taken by it under or in connection with the Documents, except for its own gross negligence or wilful misconduct. Without limiting the generality of the foregoing, the Administrative Agent:

- (a) may assume that there has been no assignment or transfer by the Lenders of their rights under the Documents, unless and until the Administrative Agent receives a duly executed Assignment from such Lender;
- (b) may consult with counsel (including Borrower's Counsel), independent public accountants and other experts selected by it and will not be liable for any action taken or omitted to be taken in good faith by it in accordance with or reliance upon the advice of such counsel, accountants or experts;
- (c) will incur no liability under or in respect of the Documents by acting upon any notice, consent, certificate or other instrument or writing believed by it to be genuine and signed or sent by the proper Person or by acting upon any representation or warranty of any Loan Party made or deemed to be made hereunder;
- (d) may assume that no Default or Event of Default has occurred and is continuing unless it has actual knowledge to the contrary; and
- (e) may rely, as to any matter of fact which might reasonably be expected to be within the knowledge of any Person, upon a certificate signed by or on behalf of such Person.

Further, the Administrative Agent: (i) does not make any warranty or representation to any Lender nor will it be responsible to any Lender for the accuracy or completeness of the data made available to any of the Lenders in connection with the Credit Facilities, or for

any statements, warranties or representations (whether written or oral) made in connection with the Credit Facilities; (ii) will not have any duty to ascertain or to enquire as to the performance or observance of any of the terms, covenants or conditions of the Documents on the part of any Loan Party or to inspect the property (including books and records) of any Loan Party; and (iii) will not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of the Documents or any other instrument or document furnished pursuant hereto or thereto.

The Administrative Agent shall not have any duty to disclose any information obtained or received by it or any of its Affiliates relating to any Loan Party or any of its Subsidiaries to the extent such information was obtained or received in any capacity other than as the Administrative Agent.

15.6 Prompt Notice to the Lenders

Notwithstanding any other provision herein, the Administrative Agent agrees to provide to the Lenders, with copies where appropriate, all information, notices and reports required to be given to the Administrative Agent by the Borrower hereunder, promptly upon receipt of same, excepting therefrom information and notices relating solely to the role of the Administrative Agent hereunder. Any such information provided shall be subject to Section 13.3.

15.7 Administrative Agent and Authority

With respect to its Rateable Portion of the Credit Facilities and the Advances made by it as a Lender thereunder, as applicable, the Administrative Agent will have the same rights and powers under the Documents as any other Lender and may exercise the same as though it were not the Administrative Agent. The Administrative Agent may accept deposits from, lend money to, and generally engage in any kind of business with any Loan Party, any of their Subsidiaries, their respective shareholders or unitholders or any Person owned or controlled by any of them and any Person which may do business with any of them, all as if the Administrative Agent was not serving as Administrative Agent, and without any duty or obligation to account therefor to the Lenders.

15.8 Lenders' Credit Decisions

It is understood and agreed by each Lender that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Loan Parties. Accordingly, each Lender confirms with the Administrative Agent that it has not relied, and will not hereafter rely, on the Administrative Agent (a) to check or inquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Loan Parties or any other Person under or in connection with the Credit Facilities (whether or not such information has been or is hereafter distributed to such Lender by the Administrative Agent), or (b) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of any Loan Party. Each Lender acknowledges that copies of the Documents have been made available to it for

review and each Lender acknowledges that it is satisfied with the form and substance of the Documents. A Lender will not make any independent arrangement with any Loan Party for the satisfaction of any Obligations owing to it under the Documents without the written consent of the other Lenders.

15.9 Indemnification

The Lenders hereby agree to indemnify the Administrative Agent and its directors, officers, agents and employees (to the extent not reimbursed by the Borrower) in accordance with their respective Rateable Portions, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Administrative Agent or its directors, officers, agents and employees in any way relating to or arising out of the Documents or any action taken or omitted by the Administrative Agent under or in respect of the Documents in its capacity as Administrative Agent, provided that no Lender will be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the Administrative Agent's gross negligence or wilful misconduct. Without limiting the generality of the foregoing, each Lender agrees to reimburse the Administrative Agent promptly upon demand for its Rateable Portion of any reasonable out-of-pocket expenses (including legal fees, on a solicitor and his own client full indemnity basis) incurred by the Administrative Agent in connection with the preservation of any right of the Administrative Agent or the Lenders under, or the enforcement of, or legal advice in respect of rights or responsibilities under, the Documents, to the extent that the Administrative Agent is not reimbursed for such expenses by the Borrower. This indemnity will survive the termination of the other provisions of this Agreement as a separate and continuing covenant of the Lenders.

15.10 Successor Agent

The Administrative Agent may, as hereinafter provided, resign at any time by giving 90 days' notice (the "**Resignation Notice**") thereof to the Lenders and the Borrower. The remaining Lenders, with the consent of the Borrower, such consent not to be unreasonably withheld, will forthwith upon receipt of the Resignation Notice unanimously appoint a successor agent (the "**Successor Agent**") to assume the duties hereunder of the resigning Administrative Agent. Upon the acceptance of any appointment as agent hereunder by a Successor Agent, such Successor Agent will thereupon succeed to and become vested with all the rights, powers, privileges and duties as agent under the Documents of the resigning Administrative Agent. Upon such acceptance, the resigning Administrative Agent will be discharged from its further duties and obligations as agent under the Documents, but any such resignation will not affect such resigning Administrative Agent's obligations hereunder as a Lender, including for its Rateable Portion of the applicable Commitment Amount. After the resignation of a resigning Administrative Agent as agent hereunder, the provisions of this Article 15 will continue to enure to its benefit as to any actions taken or omitted to be taken by it while it was the agent of the Lenders hereunder. Notwithstanding the foregoing, if the remaining Lenders fail to appoint a Successor Agent within 30 days of receipt of the Resignation Notice, the resigning Administrative Agent may and with the

approval of the Borrower prior to an Event of Default, such approval not to be unreasonably withheld, appoint a Successor Agent from among the Lenders.

15.11 Taking and Enforcement of Remedies

The Security shall be granted in favour of and held by the Administrative Agent for and on behalf of the Lenders in accordance with the provisions of this Agreement and the other Documents. Except as otherwise provided herein, each Lender hereby acknowledges that, to the extent permitted by applicable Law, rights and remedies provided under the Documents to the Lenders are for the benefit of the Lenders collectively and not severally and further acknowledges that its rights and remedies thereunder are to be exercised not severally but collectively through the Administrative Agent upon the decision of the Lenders (with the required majority or unanimity as herein provided), regardless of whether acceleration of Obligations hereunder was made, and accordingly, notwithstanding any of the provisions contained herein, each of the Lenders hereby covenants and agrees that it will not be entitled to take any action with respect to the Credit Facilities, including any acceleration of Obligations thereunder, but that any such action will be taken only by the Administrative Agent with the prior written direction of the Lenders (with the required majority or unanimity as herein provided). Notwithstanding the foregoing, in the absence of written instructions from the Lenders, and where in the sole opinion of the Administrative Agent the exigencies of the situation warrant such action, the Administrative Agent may without notice to or consent of the Lenders take such action on behalf of the Lenders as it deems appropriate or desirable in the circumstances. Each of the Lenders hereby covenants and agrees that it has not heretofore and will not seek, take, accept or receive any security for any of the Obligations of the Loan Parties under the Documents and will not enter into any agreement with any of the Parties relating in any manner whatsoever to the Credit Facilities, unless all of the Lenders under the Credit Facilities will at the same time obtain the benefit of any such security or agreement, as the case may be.

15.12 Reliance Upon Agent

The Borrower will be entitled to rely upon any certificate, notice or other document or other advice, statement or instruction provided to it by the Administrative Agent pursuant to the Documents, and the Borrower will be entitled to deal with the Administrative Agent with respect to matters under the Documents which the Administrative Agent is authorized hereunder to deal with, without any obligation whatsoever to satisfy itself as to the authority of the Administrative Agent to act on behalf of the Lenders and without any liability whatsoever to the Lenders for relying upon any certificate, notice or other document or other advice, statement or instruction provided to them by the Administrative Agent, notwithstanding any lack of authority of the Administrative Agent to provide the same.

15.13 Agent May Perform Covenants

If the Borrower fails to perform any covenant on its part herein contained, the Administrative Agent may give notice to the Borrower of such failure and if, within

██████████ of such notice (or after the expiry of such other time or cure period as may be required in this Agreement), such covenant remains unperformed, the Administrative Agent on behalf of the Lenders may, in its sole discretion but need not, perform any such covenant capable of being performed by it and, if the covenant requires the payment or expenditure of money, the Administrative Agent may make such payment or expenditure and all sums so expended will be forthwith payable by the Borrower to the Administrative Agent on behalf of the Lenders and will bear interest at the Canadian Prime Rate plus the applicable margin for Canadian Prime Rate Loans plus ██████████

15.14 No Liability of Agent

The Administrative Agent, in its capacity as agent of the Lenders under the Documents, will have no responsibility or liability to the Borrower or the Lenders on account of the failure of any Lender to perform its obligations hereunder, or to any Lender on account of the failure of the Borrower to perform its obligations under the Documents.

15.15 Nature of Obligations under this Agreement

- (a) Obligations Separate. The obligations of each Lender and the Administrative Agent under this Agreement are separate. The failure of any Lender to carry out its obligations hereunder will not relieve the other Lenders, the Administrative Agent or the Borrower of any of their respective obligations hereunder.
- (b) No Liability for Failure by Other Lenders. Neither the Administrative Agent nor any Lender will be liable or otherwise responsible for the obligations of any other Lender hereunder.

15.16 Lender Consent

- (a) Unanimity. Notwithstanding anything herein to the contrary and without limiting in any way the context of any provision in this Agreement requiring the consent, approval, action or agreement of all of the Lenders, the following matters will require the consent, approval action or agreement, as the context requires, of all of the Lenders:
 - (i) the reduction or forgiveness of any Obligations payable by any Loan Party under the Credit Facilities or under any of the Documents;
 - (ii) the postponement of any maturity date of any Obligations of any Loan Party to the Lenders or under any of the Documents (except in accordance with Section 3.4);
 - (iii) the release or discharge of the Security, or any part thereof, unless otherwise expressly permitted or provided in this Agreement or any change in the ranking or priority of the Security;
 - (iv) any change in the nature of Advances;

- (v) any amendment to Sections 3.1, 3.6, 3.8, 3.9, 4.2, 5.7, 11.1(a), 11.4(a), 12.6, 12.7 or to this Section 15.16(a);
- (vi) any decrease in the applicable margins or fees set out in Section 3.10 (other than Section 3.10(a)(vii));
- (vii) any increase in the Commitment Amount (except as provided in Section 3.3); and
- (viii) any change to the definition of “Adjusted Daily Simple SOFR”, “Adjusted Term SOFR”, “Term SOFR Adjustment”, “Adjusted Daily Compounded CORRA”, “Adjusted Term CORRA”, “CORRA Adjustment”, “Majority Lenders”, “Interest Period” or “Permitted Encumbrances”,

provided that (A) any change to Section 3.5 or Section 3.10(a)(vii) will also require the consent of the Administrative Agent, (B) any change to Article 8 will require the consent of the Operating Facility Lender and the Administrative Agent, (C) any change to Article 16 will require the consent of the Administrative Agent, (D) any change to the Individual Commitment Amount under the Credit Facilities can only be made with the consent of the applicable Lender; and (E) any other change which only effects the Operating Facility Lender or the Administrative Agent, respectively, shall only require the consent of the affected Persons.

- (b) Majority Consent. Subject to Section 15.16(a), any waiver of or any amendment to any provision of the Documents and any action, consent or other determination in connection with the Documents will bind all of the Lenders if such waiver, amendment, action, consent or other determination is agreed to in writing by the Majority Lenders.
- (c) Lender Meetings. The Administrative Agent shall call a meeting of the Lenders related to the Credit Facilities at any time not earlier than five days and not later than [REDACTED] after receipt of a written request for such a meeting provided by any Lender.
- (d) Conforming Changes. In connection with the use or administration of each Benchmark, or the use, administration, adoption or implementation of any Benchmark Replacement, the Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Document. The Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes.

15.17 Departing Lenders

If a Lender (each, a “**Departing Lender**”): (a) elects to exercise its rights under Sections 7.3 (which shall continue for at least [REDACTED] unless all Lenders are exercising their rights under either such Section); (b) is a Defaulting Lender; (c) seeks Additional

Compensation in accordance with Article 9 (which shall continue for at least [REDACTED]; (d) is a Non-Agreeing Lender and is deemed to be a Departing Lender under Section 3.4(d); or (e) refuses to give timely consent to an amendment, modification or waiver of this Agreement that, pursuant to Section 15.16(a), requires consent of all the Lenders (and the consent of the Majority Lenders has been given with respect thereto) (each, a “Non-Consenting Lender”), then the Borrower may:

- (a) replace the Departing Lender with one or more financial institutions (which may be one or more of the Lenders) acceptable to the Administrative Agent, acting reasonably, who purchases at par the Aggregate Principal Amount of the Credit Facilities owing to the Departing Lender and such Lender’s entire Individual Commitment Amount under the Credit Facilities and assumes the Departing Lender’s Individual Commitment Amount and all other obligations of the Departing Lender hereunder, provided that prior to or concurrently with such replacement:
 - (i) the Departing Lender shall have received payment in full of all principal, and interest fees and other amounts through such date of replacement and a release from any further obligations to make Advances under the Documents after the date of such replacement;
 - (ii) the assignment fee required to be paid by Section 14.2 shall have been paid by the Departing Lender to the Administrative Agent;
 - (iii) all of the requirements for such assignment contained in Section 14.2 shall have been satisfied, including, without limitation, the consent of the Administrative Agent and the receipt by the Administrative Agent of such agreements, documents and instruments as the Administrative Agent may reasonably require; and
 - (iv) in the case of a Departing Lender who is a Non-Consenting Lender, each assignee consents, at the time of such assignment, to each matter in respect of which such Non-Consenting Lender was a Non-Consenting Lender and the Borrower also requires each other Lender that is a Non-Consenting Lender to assign the Aggregate Principal Amount owing to it under the Credit Facilities and its Individual Commitment Amount; or
- (b) provided no Default or Event of Default has occurred and is continuing, elect to terminate the Departing Lender’s Individual Commitment Amount, in which case the Commitment Amount in respect of the Credit Facilities shall be reduced by an amount equal to the amount of any Individual Commitment Amount of the Credit Facilities so cancelled (provided that prior to or concurrently with such cancellation the Departing Lender shall have received payment in full of all principal, interest, fees and other amounts through such date of cancellation (including breakage and other costs in accordance with Section 7.1(a) and cash collateralization in full of any contingent obligations in respect of any outstanding Letters of Credit) and a

release from any further obligations to make Advances under the Documents after such termination); or

- (c) exercise any combination of the rights under (a) and (b) above (subject to the limitation with respect to (b) set forth therein); provided that in each case, each Departing Lender is treated rateably with the other Departing Lenders, if any.

15.18 Erroneous Payments

- (a) If the Administrative Agent notifies a Secured Party or any Person who has received funds on behalf of a Secured Party (any such Secured Party or other recipient, a **“Payment Recipient”**) that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Secured Party or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an **“Erroneous Payment”**) and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Secured Party shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Banking Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.
- (b) Without limiting immediately preceding clause (a), each Secured Party or any Person who has received funds on behalf of a Secured Party, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Secured

Party or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

- (i) (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and
 - (ii) such Secured Party shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Banking Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 15.18(b).
- (c) Each Secured Party hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Secured Party under any Document, or otherwise payable or distributable by the Administrative Agent to such Secured Party from any source, against any amount due to the Administrative Agent under immediately preceding clause (a) or under the indemnification provisions of this Agreement.
- (d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding clause (a), from any Lender or other Secured Party that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an **“Erroneous Payment Return Deficiency”**), upon the Administrative Agent’s notice to such Secured Party at any time, (i) such Secured Party shall be deemed to have assigned a portion of the Obligations owing to such Secured Party (the **“Assigned Obligations”**) (but not its Individual Commitment Amount) in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Assigned Obligations (but not its Individual Commitment Amount), the **“Erroneous Payment Deficiency Assignment”**) at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment (or, to the extent applicable, an agreement incorporating an Assignment) with respect to such Erroneous Payment Deficiency Assignment, (ii) the Administrative Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, and (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender or other Secured Party, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Secured Party shall cease to be a Secured Party, as applicable, hereunder with respect to such Erroneous Payment

Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Individual Commitment Amount which shall survive as to such assigning Secured Party. The Administrative Agent may, in its discretion, sell any Assigned Obligations acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender or other Secured Party shall be reduced by the net proceeds of the sale of such Assigned Obligations (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender or other Secured Party (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Individual Commitment Amount of any Lender or other Secured Party and such Individual Commitment Amount shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Administrative Agent has sold an Assigned Obligation (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Secured Party under the Documents with respect to each Erroneous Payment Return Deficiency (the **“Erroneous Payment Subrogation Rights”**).

- (e) The Parties agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from the Borrower or any other Loan Party for the purpose of making such Erroneous Payment.
- (f) To the extent permitted by applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on “discharge for value” or any similar doctrine
- (g) Each Party’s obligations, agreements and waivers under this Section 15.18 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Individual Commitment Amounts and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Document.

**ARTICLE 16
MISCELLANEOUS**

16.1 Notices

Unless otherwise provided in the Documents, any notice, request, consent, determination, demand or other communication required or permitted to be given or made thereunder, will be in writing and will be sufficiently given or made if:

- (a) left at the relevant address set forth below; or
- (b) faxed, emailed or sent by other means of recorded electronic communication;
 - (i) if to RBC, as Administrative Agent, addressed to RBC at:

Royal Bank of Canada



Attention:

Email:



(or such other address as the Administrative Agent may from time to time notify the Borrower);

- (ii) if to the Borrower or any other Loan Party, addressed to such Person at:

Vertex Resource Group Ltd.
#161, 2055 Premier Way
Sherwood Park, AB T6H 0G2

Attention:

Facsimile:

Email:



(or such other address as the Borrower may from time to time notify the Administrative Agent); and

- (iii) if to any other Party, addressed to such Party at the address from time to time provided by such Party to the Administrative Agent.
- (c) The Parties each covenant to accept service of judicial proceedings arising under the Documents at its respective address set forth herein.
- (d) Any notice or other communication given or made in accordance with this Section 16.1 will be deemed to have been received on the day of delivery if delivered as aforesaid or on the day of receipt of same by facsimile or other

recorded means of electronic communication, as the case may be, provided such day is a Banking Day and that such notice is received prior to 12:00 noon local time and, if such day is not a Banking Day or if notice is received after 12:00 noon local time, on the first Banking Day thereafter.

- (e) Each Party may change its address and facsimile number for purposes of this Section 16.1 by notice given in the manner provided in this Section 16.1 to the other Parties.
- (f) Any notice given under any of the Documents to the Administrative Agent will be deemed to also be given to and received by the Administrative Agent in its capacity as Lender.

16.2 No Partnership, Joint Venture or Agency

Except as expressly provided for herein, the Parties agree that nothing contained in this Agreement nor the conduct of any Party will in any manner whatsoever constitute or be intended to constitute any Party as the agent or representative or fiduciary of any other Party nor constitute or be intended to constitute a partnership or joint venture among the Parties or any of them, but rather each Party will be separately responsible, liable and accountable for its own obligations under the Documents, or any conduct arising therefrom and for all claims, demands, actions and causes of action arising therefrom. The Parties agree that no Party will have the authority or represent that it has, or hold itself out as having, the authority to act for or assume any obligation or responsibility on behalf of any other Party, save and except as may be expressly provided for in this Agreement.

16.3 Judgment Currency

If, for the purposes of obtaining judgment in any court or any other related purpose hereunder, it is necessary to convert an amount due hereunder in the currency in which it is due (the "**Original Currency**") into another currency (the "**Second Currency**"), the rate of exchange applicable will be the daily noon day rate quoted by the Bank of Canada on the relevant date to purchase in Toronto, Ontario the Original Currency with the Second Currency and includes any premium and costs of exchange payable by the purchaser in connection with such purchase. Each Party (the "**First Party**") agrees that its obligation in respect of any Original Currency due from it to another Party hereunder will, notwithstanding any judgment or payment in the Second Currency, be discharged only to the extent that on the Banking Day following the receipt of any sum so paid in the Second Currency, the other Parties may, in accordance with normal banking procedures, purchase in the Toronto Ontario foreign exchange market the Original Currency with the amount of the Second Currency so paid; and if the amount of the Original Currency so purchased is less than the amount originally due in the Original Currency, the First Party agrees that the deficiency will be a separate and continuing obligation of it, independent from its obligations under this Agreement, and will constitute in favour of the other Parties a cause of action which will continue in full force and effect notwithstanding any such judgment, or order to the contrary, and the First Party agrees, notwithstanding any such payment or judgment, to indemnify the other Parties against any such loss or deficiency. The Borrower

acknowledges and agrees that any Indebtedness, obligations or liabilities it may incur or suffer under this Section 16.3 will form part of the Obligations and be secured by the Security.

16.4 Environmental Indemnity of Borrower

The Borrower hereby indemnifies and holds harmless each of the Administrative Agent and the Lenders, including their respective directors, officers, employees and agents (collectively, the “**Indemnified Parties**”), for any costs, losses, damages, expenses, judgments, suits, claims, awards, fines, sanctions and liabilities whatsoever (in this Section 16.4 collectively, a “**Claim**”) suffered or incurred by an Indemnified Party, arising out of, or in respect of:

- (a) the Release of any Contaminant into the Environment from or into any property, owned, operated or controlled, directly or indirectly, by any Loan Party or otherwise in which any Loan Party or any Subsidiary thereof has an interest; and
- (b) the remedial action, if any, required to be taken by the Administrative Agent or the Lenders in respect of any such Release,

except in such cases where and to the extent that such Claims arise from the gross negligence or wilful misconduct of any of the Indemnified Parties. This indemnity will survive repayment or cancellation of the Credit Facilities or any part thereof, including any termination of the other provisions of this Agreement. Other than for costs and expenses incurred by the Indemnified Parties for investigating, defending or denying a Claim or preparing any necessary environmental assessment report or other reports in connection with any Claim (the reasonable costs thereof to be paid forthwith by the Borrower on demand therefor), the Indemnified Parties will not request indemnification from the Borrower unless an Indemnified Party is required by Law, based on the advice of such Indemnified Party’s counsel, to honour a Claim or any part thereof. During the continuation of an Event of Default, the Indemnified Parties will be entitled, but not obligated, to negotiate any settlement of a Claim in consultation with the Borrower, and any such settlement will be binding on the Parties. The provisions of this Section 16.4 shall survive repayment of the Obligations of the Borrower under the Documents and cancellation of this Agreement.

16.5 General Indemnity

In addition to any liability of the Borrower to the Lenders under any other provision hereof, the Borrower will and does hereby indemnify each Indemnified Party and hold each Indemnified Party harmless against any losses, claims, costs, damages or liabilities (including reasonable out-of-pocket expenses and reasonable legal fees on a solicitor and his own client full indemnity basis) incurred by the same as a result of or in connection with: (a) any cost or expense incurred by reason of the liquidation or re deployment in whole or in part of deposits or other funds required by any Lender to fund or maintain any Advance as a result of the Borrower’s failure to complete a Drawdown or to make any payment, repayment or prepayment on the date required hereunder or specified by it in any

notice given hereunder; (b) the Borrower's failure to pay any other amount, including any interest or fees, due hereunder on its due date after the expiration of any applicable grace or notice periods; (c) the Borrower's repayment or prepayment of a Benchmark Loan otherwise than on the last day of its Interest Period; (d) the Borrower's failure to give any notice required to be given by it to the Administrative Agent or the Lenders hereunder; (e) the failure of the Borrower or any other Loan Party to make any other payment due hereunder or under any of the other Documents; (f) the inaccuracy of the Borrower's or any other Loan Parties' representations and warranties contained in any Document; (g) any failure of any Loan Party to observe or fulfil its covenants under any Document; (h) the occurrence of any other Default or Event of Default; or (I) any use of the proceeds of the Credit Facilities, including to pay the purchase price of any Acquisition; provided that this Section 16.5 will not apply to any losses, claims, costs, damages or liabilities that arise by reason of the gross negligence or wilful misconduct of the Indemnified Party claiming indemnity hereunder. The provisions of this Section 16.5 shall survive repayment of the Obligations of the Borrower under the Documents and cancellation of this Agreement.

16.6 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 (to the extent reasonable), do, make, execute and deliver, or cause to be done, made, executed and delivered, all such further documents, financing statements, financing change statements, assignments, acts, matters and things which may be reasonably required by the Administrative Agent with respect to the Credit Facilities, the Security or any part thereof and to give effect to any provision of the Documents.

16.7 Expenses

The Borrower will pay or reimburse the Administrative Agent and the Lenders, as applicable, for all reasonable out-of-pocket expenses, including legal fees and disbursements (on a solicitor and his own client full indemnity basis) and enforcement costs, incurred by the Administrative Agent and the Lenders, as applicable, in connection with the negotiation, preparation, execution and maintenance of the Documents and the enforcement of their rights and remedies under the Documents.

16.8 Waiver of Law

To the extent permitted by applicable Law, the Borrower hereby irrevocably and absolutely waives the provisions of any applicable Law which may be inconsistent at any time with, or which may delay or limit in any way, the enforcement of the Documents in accordance with their terms.

16.9 Attornment and Waiver of Jury Trial

The Parties hereto do hereby irrevocably:

- (a) 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 the Documents or any of the transactions contemplated thereby; and
- (b) to the extent legally permitted, waive any right they may have to, or to apply for, trial by jury in connection with any matter, action, proceeding, claim or counterclaim arising out of or relating to the Documents or any of the transactions contemplated thereby.

16.10 Interest on Payments in Arrears

- (a) Except as otherwise provided in this Agreement, interest will be paid by the Parties as follows:
 - (i) on amounts for which any Party has actually incurred an out-of-pocket expense and for which another Party has an obligation under the Documents to reimburse such amounts to the Party incurring the expenses, interest will be payable on such amount at the Canadian Prime Rate plus the applicable margin for Canadian Prime Rate Loans [REDACTED] from and including the day on which the amount was incurred to but excluding the day on which the amount is reimbursed if, commencing on the date which is three Banking Days following a demand for payment of the amount in accordance with the terms of the Documents, such expense has not been paid; and
 - (ii) on amounts payable by one Party to another Party under the Documents where such payment is in default but the non-payment of such amount has not required an actual out-of-pocket expense by the Party to whom such payment is due, at the Canadian Prime Rate plus the applicable margin for Canadian Prime Rate Loans plus [REDACTED] from and including the day on which the payment was due to, but excluding the day on which the payment is made whether before or after judgment, but if such payment is a reimbursement by the Lenders to the Borrower for overpayment by it to the Lenders or is in respect of an inadvertent underpayment by the Administrative Agent, the Lenders or the Borrower to another Party (based on information provided by such other Party), such interest will only be calculated from the date which is three Banking Days following a demand for payment by the Party entitled to it.
- (b) All interest referred to in this Section 16.10 will be simple interest calculated daily on the basis of a 365-day year. For the purposes of the *Interest Act* (Canada), the annual rates of interest to which such rates are equivalent are the rates so determined multiplied by the actual number of days in a period of one year commencing on the first day of the period for which such interest is payable and divided by 365.

16.11 Payments Due on Banking Day

Whenever any payment hereunder will be due on a day other than a Banking Day, such payment will be made on the next succeeding Banking Day, and such extension of time will in such case be included in the computation of payment of interest thereunder.

16.12 Anti-Money Laundering Legislation

- (a) The Borrower acknowledges that, pursuant to Anti-Money Laundering/Anti-Terrorist Financing Laws, the Lenders and the Administrative Agent may be required to obtain, verify and record information regarding any Loan Party or any of its Subsidiaries, their respective directors, authorized signing officers, direct or indirect shareholders or unitholders or other Persons in control of any Loan Party or any of its Subsidiaries and the transactions contemplated hereby. The Borrower shall, and shall cause each other Loan Party to, promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or the Administrative Agent, or any prospective assignee of a Lender or the Administrative Agent, in order to comply with any applicable Anti-Money Laundering/Anti-Terrorist Financing Laws, whether now or hereafter in existence.
- (b) If, upon the written request of any Lender, the Administrative Agent has ascertained the identity of the Borrower or any other Loan Party or any authorized signatories of the Borrower or any other Loan Party for the purposes of applicable Anti-Money Laundering/ Anti-Terrorist Financing Laws on such Lender's behalf, then the Administrative Agent:
 - (i) shall be deemed to have done so as an agent for such Lender, and this Agreement shall constitute a "written agreement" in such regard between such Lender and the Administrative Agent within the meaning of applicable Anti-Money Laundering/Anti-Terrorist Financing Laws; and
 - (ii) shall provide to such Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.
- (c) Notwithstanding the preceding sentence, each of the Lenders agrees that the Administrative Agent has no obligation to ascertain the identity of the Borrower, or any other Loan Party or any authorized signatories of the Borrower or any other Loan Party, on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from the Borrower or any other Loan Party or any such authorized signatory in doing so.

16.13 Whole Agreement

This Agreement and the other Documents constitute the entire agreement between the Administrative Agent and the Lenders on one hand and the Borrower on the other hand in respect of the subject matter of this Agreement, and cancels and supersedes any other

agreements, undertakings, declarations, representations and warranties, written or verbal among all such Parties in respect of the subject matter of this Agreement.

16.14 Financial Crimes and Sanctions Laws Acknowledgements and Indemnification

Each Loan Party acknowledges and agrees that:

- (a) any Secured Party or any affiliate thereof, and any Secured Party's service providers are required to act in accordance with the laws and regulations of various jurisdictions, including those which relate to Sanctions and the prevention of money laundering, terrorist financing, bribery, corruption and tax evasion;
- (b) any Secured Parties may take to the extent it or such member is legally permitted to do so under the laws of its jurisdiction, any action (a "**Compliance Action**") that such Secured Party or any such other member, in its sole discretion, considers appropriate to act in accordance with Sanctions or domestic and foreign laws and regulations. Such Compliance Action may include but is not limited to the interception and investigation of any payment, communication or instruction or other information; the making of further enquiries as to whether a Person or entity is subject to any Sanctions; and the refusal to issue, pay, renew, extend or transfer any Letter of Credit or to process any transaction or instruction that, in the applicable Secured Party's discretion, may not conform with Sanctions. The Secured Parties will use reasonable commercial efforts to notify the Borrower of the existence of such circumstances as soon as is reasonably practicable, to the extent permitted by Law;
- (c) none of the Secured Parties will be liable for any loss, cost, damage, claim, action, suit, liabilities, suffered or incurred by Loan Parties or other Person, or for any delay or any failure of any Secured Party to perform its duties under this Agreement arising out of or relating to any Compliance Action taken by or on behalf of any Secured Party or its service providers in its sole discretion;
- (d) any Secured Party may, in its sole discretion, refuse to issue, pay, renew, extend or transfer any Letter of Credit in connection with or relating to any countries, governments, entities or other Persons that are subject to Sanctions or limitations imposed by domestic or foreign laws, or by any Secured Party, and that any Secured Party has the right, without prior notice to any Loan Party, to reject, refuse to pay, any demand, or not process any transaction or instruction that does not conform with any such Sanctions, or limitations; and
- (e) the Borrower will indemnify the Secured Parties for all losses, costs, damages, claims, actions, suits, demands and liabilities suffered or incurred by or brought against any Secured Party arising out of or relating to any Compliance Action, unless such losses, costs, damages, claims, actions, suits, demands and liabilities are determined by a final, non-appealable decision of a court of competent

jurisdiction to have been caused solely and directly by the gross negligence or wilful misconduct of such Secured Party.

16.15 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, and all of which when taken together constitutes one and the same instrument. Any party hereto may execute this Agreement by signing any counterpart. The words “execution”, “execute”, “executed”, “signed”, “signature” and words of like import in this Agreement or in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby, shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, in accordance with applicable law including, without limitation, as in provided Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the *Uniform Electronic Commerce Act* of the Uniform Law Conference of Canada. The Administrative Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by fax or other electronic transmission be confirmed by a manually-signed original thereof (and upon any request therefor, each Party agrees to promptly provide the same); provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by fax or other electronic transmission.

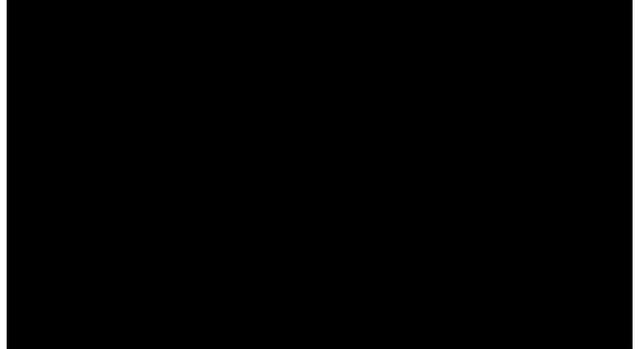
[The remainder of this page has intentionally been left blank.]

THIS AGREEMENT has been executed effective the date first written above.

VERTEX RESOURCE GROUP LTD.,
as Borrower



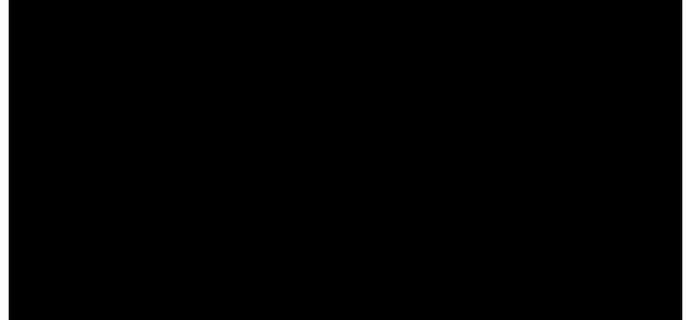
ROYAL BANK OF CANADA, as



ROYAL BANK OF CANADA, as Lender



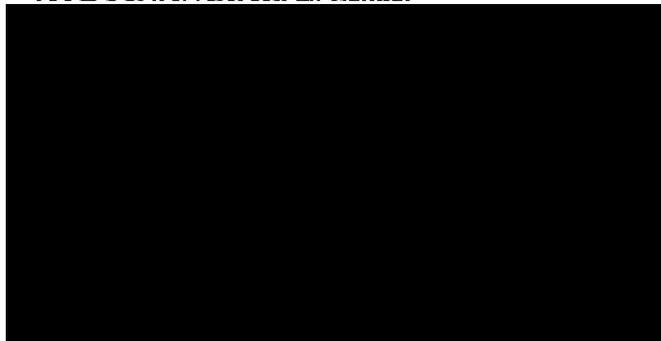
**NATIONAL BANK OF CANADA, as
Lender**



**CANADIAN WESTERN BANK, as
Lender**



ATB FINANCIAL, as Lender



SCHEDULE A DEFINITIONS

“**Accommodations**” means an accommodation referred to in Section 3.9.

“**Account Receivable Insurance**” means one or more credit insurance policies issued by (a) Export Development Canada, (b) Export-Import Bank of the United States, or (c) such other governmental entity of Canada or the U.S. or a private insurer, in either case, with, and only for so long as such other insurer maintains, a credit rating of at least A by Standard & Poor’s Ratings Services (or an equivalent rating issued by another rating agency acceptable to the Majority Lenders, acting reasonably) that is reasonably acceptable to the Majority Lenders, in each case, together with all endorsements and agreements related thereto (including a tripartite agreement among the insured, the insurer and the Administrative Agent), and on terms and in amounts reasonably acceptable to the Administrative Agent and which provides for the payment of claims thereunder directly to the Administrative Agent.

“**Accounting Change**” has the meaning ascribed thereto in Section 1.16(a).

“**Accounting Change Notice**” has the meaning ascribed thereto in Section 1.16(a).

“**Acquisition**” means any transaction or series of related transactions for the purpose of or resulting, directly or indirectly, in (a) the acquisition of all or substantially all of the assets of a Person, or of any business or division of a Person, (b) the acquisition of a controlling interest in the capital stock, partnership interests, membership interests or equity of any Person (other than a Person that is a Subsidiary of a Loan Party or the formation of a Subsidiary of a Loan Party solely to facilitate a Permitted Acquisition), or (c) a merger, amalgamation, consolidation or any other combination with another Person (other than a Person that is a Loan Party or Subsidiary thereof); provided, that the Borrower or a Person that is or will become a Loan Party is the surviving entity.

“**Additional Compensation**” has the meaning ascribed thereto in Section 9.1(a).

“**Adjusted Daily Compounded CORRA**” means, for purposes of any calculation, the rate per annum equal to (a) Daily Compounded CORRA for such calculation plus (b) the CORRA Adjustment; provided that if Adjusted Daily Compounded CORRA as so determined for any day shall be less than the Floor, then Adjusted Daily Compounded CORRA shall be deemed to be the Floor for such day.

“**Adjusted Daily Simple SOFR**” means, for purposes of any calculation, the rate per annum equal to (a) Daily Simple SOFR for such calculation plus (b) 10 Basis Points; provided that, if Adjusted Daily Simple SOFR as so determined shall be less than the Floor on any day, then Adjusted Daily Simple SOFR shall be deemed to be the Floor for such day.

“**Adjusted Term CORRA**” means, for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation plus (b) the CORRA Adjustment; provided that, if Adjusted Term CORRA as so determined for any day shall be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor for such day.

“Adjusted Term SOFR” means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that, if Adjusted Term SOFR as so determined shall be less than the Floor, then Adjusted Term SOFR for such period will be deemed to be the Floor for such day.

“Administrative Agent” means initially RBC or any Successor Agent to RBC appointed as agent pursuant to Section 15.10.

“Advance” means, with respect to a Drawdown, Rollover or Conversion:

- (a) in respect of Accommodations other than Letters of Credit (including by way of Overdraft), the disbursement or credit of funds to, or to the credit of the Borrower; or
- (b) in respect of Letters of Credit, the issuance of Letters of Credit.

“Affiliate” has the meaning ascribed thereto in the *Securities Act* (Alberta).

“After Acquired Property” has the meaning ascribed thereto in Section 4.5.

“Aggregate Principal Amount” means, as the context requires, the aggregate of the amount of principal outstanding from time to time: (a) under the Term Loan Facility; (b) under the Syndicated Facility, (c) under the Operating Facility including the undrawn face amount of Letters of Credit issued thereunder, and (d) under the Credit Facilities including the undrawn face amount of Letters of Credit issued thereunder.

“Agreeing Lender” has the meaning ascribed thereto in Section 3.4(b).

“Agreement” or **“this Agreement”** means the second amended and restated credit agreement in writing dated June 28, 2024, between the Borrower, the Lenders and the Administrative Agent entitled “Second Amended and Restated Credit Agreement” inclusive of all Schedules, including this Schedule A, as amended, confirmed, replaced or restated from time to time and “hereto”, “hereof”, “herein”, “hereby” and “hereunder”, and similar expressions mean and refer to the Agreement and, unless the context otherwise requires, not to any particular Article, Section, paragraph or other subdivision thereof.

“Amended and Restated Subordination and Postponement Agreement” means the Amended and Restated Subordination and Postponement Agreement dated as of March 7, 2022 among the Loan Parties, the Administrative Agent, RBC (as amalgamation successor to HSBC Bank Canada), in its capacity as lender under the Second Priority Agreement (as defined therein), Business Development Bank of Canada, and IBBC GP Inc., on its own behalf and in its capacity as the general partner of IBBC Limited Partnership, as such agreement is amended, restated, replaced or otherwise modified as permitted thereby.

“Amendment and Restatement Date” means, subject to Section 2.1, June 28, 2024, or such other date agreed upon in writing between the Borrower and the Administrative Agent.

“Anniversary Date” means May 31st of each calendar year and each successive anniversary of such date thereafter until the Termination Date.

“Anti-Corruption Laws” means the *Corruption of Foreign Public Officials Act* (Canada), the UK Bribery Act and the FCPA (and including any regulations, rules, guidelines or orders thereunder) and, in any case, which are applicable to the Borrower, any Subsidiary, any Lender or Affiliate thereof, or the Administrative Agent.

“Anti-Money Laundering/Anti-Terrorist Financing Laws” means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *United Nations Act* (Canada), the *Criminal Code* (Canada), the Bank Secrecy Act, 31 U.S.C. section 5301 et seq., the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. 107-56 (a/k/a the USA Patriot Act), Laundering of Monetary Instruments, 18 U.S.C. section 1956, Engaging in Monetary Transactions in Property Derived from Specified Unlawful Activity, 18 U.S.C. section 1957, the Financial Recordkeeping and Reporting of Currency and Foreign Transactions Regulations, 31 C.F.R. Chapter X (Parts 1000 et. seq.) (and including any regulations, rules, guidelines or orders thereunder) and, in any case, which are applicable to the Borrower, any Subsidiary, any Lender or Affiliate thereof, or the Administrative Agent.

“Assignment” means an agreement whereby a financial institution becomes a Lender substantially in the form of Schedule H, with the blanks completed.

“Available Tenor” means, as of any date of determination and with respect to any then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 7.4.

“Banking Day” means any day, other than a Saturday or Sunday, on which Canadian banks are open for domestic and foreign exchange business in Calgary, Alberta, Toronto, Ontario, Montreal, Quebec and, New York, New York, and, provided that in respect of any determination of SOFR (or any rate based thereon), or any Advance of a SOFR Loan, such date must also be a U.S. Government Securities Business Day.

“Bankruptcy and Insolvency Act (Canada)” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, including the regulations made and, from time to time, in force under that Act.

“Basis Point” or **“bps”** means one one-hundredth of 1%.

“BDC Co-Lending Agreement” means the facility letter agreement dated as of June 24, 2020 among the Borrower, as borrower, and RBC (as amalgamation successor to HSBC Bank Canada), as lender, pursuant to which the BDC Co-Lending Facility is provided to the Borrower, as such

agreement is amended, restated, replaced or otherwise modified as permitted by the BDC Interlender Agreement.

“BDC Co-Lending Facility” means the credit facilities made available to the Loan Parties by RBC (as amalgamation successor to HSBC Bank Canada) pursuant to the BDC Co-Lending Agreement.

“BDC Interlender Agreement” means the interlender agreement dated as of June 30, 2022 among the Loan Parties, the Administrative Agent, and RBC (as amalgamation successor to HSBC Bank Canada); as lender under the BDC Co-Lending Agreement, as such agreement is amended, restated, replaced or otherwise modified as permitted thereby.

“BDC Working Capital Facility” means the credit facilities made available to the Loan Parties by Business Development Bank of Canada pursuant to the latter’s working capital program on terms and conditions satisfactory all of the Lenders, acting reasonably.

“Benchmark” means, initially, (a) in respect of any SOFR Loan, the Term SOFR Reference Rate, (b) in respect of any Term CORRA Loan, the Term CORRA Reference Rate and (c) in respect of any Daily Compounded CORRA Loan, CORRA; provided in each case that if a Benchmark Transition Event has occurred with respect to any then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 7.4.

“Benchmark Loan” means (a) any SOFR Loan or (b) any CORRA Loan, as the context requires.

“Benchmark Replacement” means, with respect to any Benchmark Transition Event for any then current Benchmark, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

- (c) with respect to obligations, interest, fees, commissions or other amounts calculated with respect to the Term SOFR Reference Rate (or any Benchmark replacing the Term SOFR Reference Rate):
 - (i) Adjusted Daily Simple SOFR; or
 - (ii) the sum of: (A) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (I) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (II) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for U.S. Dollar-denominated syndicated credit facilities at such time and (B) the related Benchmark Replacement Adjustment;
- (d) with respect to obligations, interest, fees, commissions or other amounts calculated with respect to the Term CORRA Reference Rate (or any Benchmark replacing the Term CORRA Reference Rate);

- (i) Adjusted Daily Compounded CORRA; or
 - (ii) the sum of: (A) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (I) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (II) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Canadian Dollar-denominated syndicated credit facilities and (B) the related Benchmark Replacement Adjustment; and
- (e) with respect to obligations, interest, fees, commissions or other amounts calculated with respect to CORRA (or any Benchmark replacing CORRA), the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Canadian Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment,

provided that, if the Benchmark Replacement as so determined above for any day would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for such day.

“Benchmark Replacement Adjustment” means, with respect to any replacement of any then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body and/or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. Dollar-or Canadian Dollar-denominated syndicated credit facilities (as applicable) at such time.

“Benchmark Replacement Date” means, a date and time determined by the Administrative Agent, which date shall be no later than the earlier to occur of the following events with respect to any then-current Benchmark:

- (a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof); or

- (b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) have been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) even if such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (a) or (b) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Transition Event**” means the occurrence of one or more of the following events with respect to any then-current Benchmark:

- (a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

- (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

For the avoidance of doubt, if such Benchmark is a term rate, a “Benchmark Transition Event” will be deemed to have occurred with respect to any Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“**Benchmark Unavailability Period**” means, with respect to any Benchmark, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any other Document in accordance with Section 7.4 and (b) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Document in accordance with Section 7.4.

“**Borrower**” means Vertex Resource Group Ltd., and its successors and permitted assigns.

“**Borrower’s Account**” means one or more current accounts maintained by the Borrower at a branch of the Administrative Agent or such other account as may be agreed to by the Administrative Agent and the Borrower.

“**Borrower’s Counsel**” means MLT Aikins LLP or another firm of barristers and solicitors in an appropriate jurisdiction retained by the Loan Parties and their Subsidiaries and acceptable to the Administrative Agent, acting reasonably.

“**Borrowing Base**” means the amount calculated by the Borrower and approved by the Administrative Agent, in its sole discretion, as set out in the most recent Borrowing Base Certificate, being the aggregate amount of (without duplication):

- (a) [REDACTED] of Insured Receivables, less Insured Receivables past due for [REDACTED] or more;
- (b) [REDACTED] of Canadian and U.S. based Investment Grade Eligible Receivables less Investment Grade Eligible Receivables past due for [REDACTED] or more; plus
- (c) [REDACTED] of Canadian and U.S. based non-Investment Grade Eligible Receivables less non-Investment Grade Eligible Receivables past due for (i) [REDACTED] or more during the Fiscal Year ending December 31, 2020, and (ii) [REDACTED] or more for any Fiscal Year thereafter; plus
- (d) [REDACTED] of Eligible Inventory; plus

- (e) [REDACTED] of costs in excess of billings (including, for certainty, the balance sheet accounts titled “accrued receivables” and “contract assets”) not to exceed, at any one time, [REDACTED] less
- (f) Priority Claims.

“**Borrowing Base Certificate**” means the certificate of the Borrower substantially in the form of Schedule C, with the blanks completed and required attachments.

“**Borrowing Base Shortfall**” has the meaning given to it in Section 3.6(b)(i).

“**Business Corporations Act (Alberta)**” means the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended, including the regulations made, from time to time, under that Act.

“**Canadian Dollars**” or “**Cdn. \$**” or “**\$**” each means such currency of Canada which, as at the time of payment or determination, is legal tender in Canada for the payment of public or private debts.

“**Canadian Pension Plan**” means each pension plan required to be registered under Canadian federal or provincial applicable Law that is maintained or contributed to by a Loan Party for its employees or former employees but does not include the Canada Pension Plan or Quebec Pension Plan.

“**Canadian Prime Rate**” means, on any day, the greater of:

- (a) the annual rate of interest announced from time to time by the Administrative Agent as being its reference rate then in effect on such day for determining interest rates on Canadian Dollar denominated commercial loans made by it in Canada; and
- (b) Adjusted Term CORRA for a one-month tenor in effect for such day plus [REDACTED] per annum,

and provided that if the Canadian Prime Rate as so determined for any day would be less than the Floor, the Canadian Prime Rate will be deemed to be the Floor for such day. The Canadian Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Any change in the Canadian Prime Rate determined by the Administrative Agent shall be effective on the date the change becomes effective generally.

“**Canadian Prime Rate Loan**” means an Advance in Canadian Dollars which bears interest at a rate based on the Canadian Prime Rate.

“**Capital Adequacy Guidelines**” means the Guideline entitled “Capital Adequacy Requirements (CAR) – Guideline (2024)” issued by the Office of the Superintendent of Financial Institutions Canada from time to time and all other guidelines or requirements relating to capital adequacy issued by the Office of the Superintendent of Financial Institutions Canada or any other Governmental Authority regulating or having jurisdiction with respect to any Lender, as amended, modified, supplemented, reissued or replaced from time to time.

“Capital Expenditures” means, with respect to any Person for any period, without duplication, the aggregate amount of all expenditures (whether paid in cash or accrued as a liability by such Person during that period for investments in other Persons and the acquisition or leasing of fixed or capital assets or additions to property, plant, or equipment (including replacements, capitalized repairs, and improvements)), in each case, which are required to be capitalized on the balance sheet of such Person in accordance with IFRS.

“Capital Lease Obligations” means, for any Person, any payment obligation of such Person under an agreement for the lease or rental of or right to use property that, in accordance with IFRS, is required or permitted to be capitalized.

“Cash Management Arrangements” means any arrangement entered into or to be entered into by some or all of the Loan Parties with the Cash Manager for the purpose of creating or providing for the Loan Parties secured centralized operating accounts, automated clearing house transactions, controlled disbursement services, treasury, depository, overdraft and electronic funds transfer services, foreign exchange facilities, currency exchange transactions or agreements and options with respect thereto, credit card processing services, credit or debit cards or purchase cards, which shall rank *pari passu* with the Obligations owed by the Loan Parties to the Lenders under the Documents.

“Cash Management Obligations” means any and all obligations of the Loan Parties resulting from or in connection with any Cash Management Arrangements and any indemnity given in

“Cash Manager” means, initially, RBC and thereafter any other Lender from time to time that provides arrangements in respect of the Loan Parties’ Cash Management Obligations.

“Central Bank Rate” means, for any day, (a) the short-term interest rate target set by the U.S. Federal Open Market Committee as published by the Federal Reserve Bank of New York from time to time; or (b) if that target is not a single figure, the arithmetic mean of: (i) the upper bound of the short-term interest rate target range set by the U.S. Federal Open Market Committee and published by the Federal Reserve Bank of New York; and (ii) the lower bound of that target range, provided that a reference to a Central Bank Rate shall include any successor rate to, or replacement rate for, that rate.

“Central Bank Rate Adjustment” means, in relation to any Banking Day, the mean of the spreads (expressed as a percentage rate per annum) over the five (5) most immediately preceding Banking Days for which Term SOFR has been published of:

- (a) Term SOFR for that Interest Period or discounting period on that Banking Day; and
- (b) the Central Bank Rate prevailing at close of business on that Banking Day,

in each case as calculated by the Administrative Agent excluding the highest spread (and, if there is more than one highest spread, only one of those highest spreads) and lowest spread (or, if there is more than one lowest spread, only one of those lowest spreads).

“Change of Control” means if, after the Amendment and Restatement Date, any Person, other than another Loan Party, acquires, directly or indirectly, alone or in concert with other Persons,

over a period of time or at any one time, Voting Securities in the capital of the Borrower or any other Loan Party (i) aggregating in excess of 50% of all of the then issued and outstanding Voting Securities of the Borrower or such other Loan Party or (ii) entitling such Person(s) to elect a majority of the board of directors of the Borrower.

“**Claim**” has the meaning ascribed thereto in Section 16.4.

“**Code**” means the Internal Revenue Code of 1986 of the United States of America, as amended from time to time, and any successor statute.

“**Commitment Amount**” means the aggregate of the commitments of the Lenders under the Operating Facility, the Syndicated Facility and the Term Loan Facility.

“**Companies’ Creditors Arrangement Act (Canada)**” means the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36, including the regulations made and, from time to time, in force under that Act.

“**Compliance Action**” has the meaning ascribed thereto in Section 16.14(b).

“**Compliance Certificate**” means a certificate of the Borrower substantially in the form of Schedule D, with the blanks completed and required attachments.

“**Conforming Changes**” means, with respect to either the use or administration of a Benchmark (or any interest rate based upon a Benchmark), or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definitions of “Canadian Prime Rate”, “U.S. Base Rate”, “Banking Day”, “U.S. Government Securities Business Day”, “Interest Period” or any similar or analogous definition in respect of the foregoing, the timing and frequency of determining rates and making payments of interest, the timing of Notice of Borrowing, Notice of Rollover or Notice of Conversion, the applicability and length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters), that the Agent decides, acting reasonably, may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Agent decides, acting reasonably, is necessary in connection with the administration of this Agreement and the other Documents).

“**Consolidated Net Tangible Assets**” means, as at any date of determination, all consolidated assets of any Person as shown in the most recent consolidated balance sheet of such Person, less the aggregate of the following amounts reflected upon such balance sheet: (a) all goodwill, deferred assets, trademarks, copyrights and other similar intangible assets; (b) any portion of such assets that is owned by a Subsidiary other than a Material Subsidiary or any Subsidiary of the Borrower that is not a wholly-owned Subsidiary; (c) any portion of such assets that is held for sale, disposition or is to be discontinued and is classified in such manner; all determined in accordance with IFRS.

“Contaminants” means those substances, pollutants, wastes and special wastes which are defined as contaminants, hazardous, toxic, or a threat to public health or to the Environment under any applicable Environmental Law, including any radioactive materials, urea formaldehyde foam insulation, asbestos or polychlorinated biphenyls.

“Contributing Lender” has the meaning ascribed thereto in Section 5.7(b).

“Conversion” means in relation to an Advance, a conversion of an Advance into another type of Advance made pursuant to the Agreement and **“Convert”** and **“Converted”** shall have a corresponding meaning.

“CORRA” means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

“CORRA Adjustment” means [REDACTED] for an Available Tenor of [REDACTED] duration, and [REDACTED] for an Available Tenor of [REDACTED] duration.

“CORRA Administrator” means the Bank of Canada, or any successor administrator of the Canadian Overnight Repo Rate Average.

“CORRA Loans” means, collectively, Term CORRA Loans and Daily Compounded CORRA Loans, and **“CORRA Loan”** means any one of them as the context requires.

“Credit Facilities” means collectively, the Syndicated Facility, the Operating Facility and the Term Loan Facility, and **“Credit Facility”** means either of them.

“Criminal Code (Canada)” means the Criminal Code, R.S.C. 1985, c. C-46, including the regulations made and, from time to time, in force under that Act.

“Daily Compounded CORRA” means, for any day, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback of five (5) Banking Days without observational shift) being established by the Administrative Agent in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded CORRA for business loans; provided that if the Administrative Agent decides that any such methodology or convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another methodology or convention in its discretion, acting reasonably; and provided that if the CORRA Administrator has not provided or published CORRA and a Benchmark Replacement Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

“Daily Compounded CORRA Loan” means an Advance that bears interest at a rate based on Adjusted Daily Compounded CORRA, provided that if a Benchmark Transition Event has occurred with respect to the Daily Compounded CORRA or the then current Benchmark Replacement thereof, then **“Daily Compounded CORRA Loan”** means any loan made with

reference to the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 7.4.

“Daily Simple SOFR” means, for any day, SOFR, with the conventions for this rate (which will include a five (5) Banking Days lookback) being established by the Administrative Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for syndicated business loans; provided, that if the Administrative Agent decides that any such convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another convention in its reasonable discretion.

“Default” means any event or condition which, with the giving of notice, lapse of time or upon a declaration or determination being made (or any combination thereof), would constitute an Event of Default.

“Defaulting Lender” means any Lender or, in the case of paragraph (e) below, a Lender’s Borrower (being any person that directly or indirectly controls a Lender where control has the same meaning as in the definition of Affiliate):

- (a) that is a Non-Paying Lender;
- (b) that has failed to fund any payment or its portion of any Advances required to be made by it hereunder;
- (c) that has notified the Borrower (verbally or in writing) that it does not intend to or is unable to comply with any of its funding obligations under this Agreement or has made a public statement to that effect or to the effect that it does not intend to or is unable to fund advances generally under credit arrangements to which it is a party;
- (d) that has failed, within three Banking Days after request by the Borrower, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Advances;
- (e) that becomes insolvent, has been deemed insolvent by a court of competent jurisdiction, or becomes the subject of bankruptcy or insolvency proceeding; or
- (f) that is generally in default of its obligations under other existing credit or loan documentation under which it has commitments to extend credit.

“Departing Lender” has the meaning ascribed thereto in Section 15.17.

“Director” means a director of a corporation and reference to action by the directors or board of directors when used with respect to a corporation means action by the directors of such corporation as a board or, whenever duly empowered, by an executive committee or any other duly authorized committee of the board.

“Distribution” means any:

- (a) (i) payment of any dividend or distribution on or in respect of any shares, units or other ownership interests of any class in the capital of a Loan Party or any Subsidiary thereof (including any thereof acquired through the exercise of warrants or rights of conversion, exchange or purchase);
- (ii) redemption, retraction, purchase or other acquisition or retirement, in whole or in part, of shares, units or other ownership interests of any class in the capital of a Loan Party or any Subsidiary thereof (including any thereof acquired through the exercise of warrants or rights of conversion, exchange or purchase), including without in any way limiting the foregoing, a normal-course issuer bid;
- (iii) payment of principal, interest or other amounts in whole or in part, of any Indebtedness of a Loan Party or any Subsidiary thereof (including any Indebtedness incurred or assumed by a Loan Party or a Subsidiary thereof pursuant to a capital lease or operating lease);

to (in the case of paragraphs (i) or (iii) of this definition) or by or from (in the case of paragraph (ii) of this definition) any shareholder or any Affiliate of a shareholder of a Loan Party or a Subsidiary thereof (other than a Lender), whether made or paid in or for cash, property or both, or

- (b) transfer of any property for consideration of less than fair market value by a Loan Party or a Subsidiary thereof to any shareholder to any Affiliate of a shareholder of a Loan Party or a Subsidiary thereof.

“Documents” means the Agreement and any other instruments or agreements entered into by the Parties relating to the Credit Facilities, including the Security and any other document or agreement resulting from the operation of Article 4 and any similar document or instrument entered into by the Loan Parties (or any one of them) with any Secured Party.

“Drawdown” means a borrowing or credit of funds by way of Advances, other than an Advance by way of Rollover or Conversion.

“Drawdown Date” means the date specified in a Notice of Borrowing as the date on which a Drawdown will occur and which date will be a Banking Day.

“EBITDA” means, with respect to any fiscal period of the Borrower on a consolidated basis and determined in accordance with IFRS, the net income for such period:

- (a) *plus*, in each case to the extent deducted in determining any portion of the net income (and without duplication):
 - (i) Interest Expense;
 - (ii) provisions for cash Taxes based on income or capital;

- (iii) depreciation, amortization, and other non-cash charges (including non-cash stock-based compensation), and other extraordinary, unusual or non-recurring expenses that are non-cash in nature;
 - (iv) transaction costs in relation to Permitted Acquisitions not exceeding [REDACTED] per each Permitted Acquisition;
 - (v) unrealized losses resulting from currency translation or mark-to-market accounting for hedging activities;
 - (vi) losses from the sale of assets (other than inventory);
 - (vii) losses which are extraordinary and non-recurring, as approved by the Administrative Agent;
 - (viii) cash dividends actually received from non-wholly-owned Subsidiaries;
 - (ix) out of pocket transaction costs incurred in the applicable fiscal period in relation to the IBBC Convertible Debenture not exceeding [REDACTED] and
 - (x) reasonable transaction costs incurred in relation to refinancing of the Credit Facilities related to this Agreement;
- (b) *less*, in each case to the extent included in the calculation of net income
- (i) earnings attributable to minority equity investments
 - (ii) extraordinary and non-recurring earnings and gains;
 - (iii) gains from the sale of assets (other than inventory);
 - (iv) unrealized gains resulting from currency translation or mark-to-market accounting for hedging activities;
 - (v) all cash payments during such period relating to non-cash charges which were added back in determining EBITDA in any prior period,

provided that EBITDA will be adjusted for Permitted Acquisitions and any disposition and to include or exclude, as applicable, EBITDA associated with any such acquisition or disposition made within the applicable trailing 12 month period, as if that acquisition or disposition had been made at the beginning of such period (in a manner satisfactory to the Majority Lenders, acting reasonably).

“**Effective Date**” has the meaning ascribed thereto in Section 3.10(e).

“**Election Period**” has the meaning ascribed thereto in Section 3.4(b);

“Eligible Inventory” means, at any time, all inventory of the Loan Parties valued in Cdn. Dollars on a lower of cost (excluding any component of cost representing intercompany profit in the case of inventory acquired from an Affiliate) or market basis in accordance with IFRS, with detailed calculations of lower of cost or market; provided that, in any event, no inventory shall be deemed Eligible Inventory unless each of the following statements is accurate and complete (unless all of the Lenders in their sole discretion elect to otherwise include such inventory) (and by including such inventory in any computation of the applicable Borrowing Base the Borrower will be deemed to have made each of these statements in respect thereof):

- (a) such inventory is in good condition, merchantable, meets all material standards imposed by any Governmental Authority having regulatory authority over it or its use and/or sale and is not obsolete and is either currently usable or currently saleable in the normal course of business of the applicable Loan Party;
- (b) with respect to any such inventory in excess of [REDACTED] per location, such inventory is:
 - (i) in possession of a Loan Party and (1) located on real property owned or leased by a Loan Party, and (2) within the U.S. or Canada provided, that if such inventory is located on real property leased by a Loan Party and if so requested by the Administrative Agent, the landlord of such real property shall have executed and delivered to the Administrative Agent a Landlord Agreement or at the request of the Borrower or in lieu of such an agreement, the Lenders may take a reserve against Eligible Inventory equal to three month’s rent;
 - (ii) in the possession of a bailee and such bailee shall have executed and delivered to the Administrative Agent, a bailee letter in form and substance satisfactory to the Administrative Agent or at the request of the Borrower, the Lenders shall be permitted to take a reasonable reserve against Eligible Inventory related to the applicable Loan Party’s economic exposure to such bailee;
 - (iii) in the case of inventory located in the U.S., is placed on consignment with a consignee and such consignee shall have executed a valid consignment agreement in form and substance satisfactory to Administrative Agent and the Borrower has filed (when applicable) appropriate UCC (or comparable) filings to perfect its interest in such inventory; or
 - (iv) in transit in Canada or the U.S. (provided, that the jurisdictions through which such inventory is in transit are jurisdictions where the Liens in such inventory under the Security are validly perfected first priority Liens as required by applicable Law) and between owned or leased locations of the Loan Parties, and upon arrival at its destination, will comply with either clause (i) or (ii) above;

- (c) the Administrative Agent on behalf of the Lenders, has a first priority perfected Lien covering such inventory, and such inventory is, and at all times will be, free and clear of all Liens other than Permitted Encumbrances and unregistered Liens in respect of Priority Claims that are not yet due and payable;
- (d) such inventory does not include goods (i) that are not owned by a Loan Party, (ii) that are held by a Loan Party pursuant to a consignment agreement, or (iii) which have been sold by a Loan Party on a bill and hold basis;
- (e) such inventory is not subject to repossession on account of the “30 day goods” rule under section 81.1 of the *Bankruptcy and Insolvency Act* (Canada) or similar Laws except to the extent the applicable vendor has entered into an agreement with the Administrative Agent, in form and substance satisfactory to the Administrative Agent, waiving its right to repossession;
- (f) such inventory does not consist of work in process, store room materials, samples, prototypes, or packing and shipping materials not considered for sale by the Loan Parties in the ordinary course of business;
- (g) such inventory does not consist of goods that are returned (as defective or not fit for purpose) or used goods taken in trade;
- (h) any portion of the value of such inventory which results from a profit or gain resulting from an inter-company sale or other disposition of such inventory shall be excluded;
- (i) any “seconds” or scrap inventory shall be valued at scrap value;
- (j) such inventory is not evidenced by negotiable documents of title unless delivered to the Administrative Agent with endorsements;
- (k) such inventory does not constitute hazardous materials;
- (l) such inventory is covered by casualty insurance; and
- (m) the Administrative Agent has not determined that it may not sell or otherwise dispose of such inventory in accordance with the terms of the applicable Documents without infringing upon the rights of another Person or violating any contract with any other Person.

“Eligible Receivables” means, at the time of determination, the Receivables then existing, minus any Receivable that:

- (a) is not then subject to the applicable duly perfected Liens created by the Security which result in the Secured Parties have a first ranking Lien thereon,

- (b) is subject to any Lien or deemed trust (other than a Permitted Encumbrance which does not rank in priority to the Liens created by the Security and unregistered Liens in respect of Priority Claims that are not yet due and payable),
- (c) is subject to any offset or counterclaim by the applicable account debtor (but only to the extent of such offset or counterclaim),
- (d) is payable in a currency other than Canadian Dollars or U.S. Dollars (or any other currency acceptable to the Majority Lenders),
- (e) is owed by an Affiliate of a Loan Party or any employee of a Loan Party or of any such Affiliate,
- (f) with respect to which a cheque, note, draft or other payment instrument has not been honoured in accordance with its terms,
- (g) is owed by any Person that is insolvent or is otherwise doubtful of collection in the reasonable opinion of the Administrative Agent,
- (h) is subject to a holdback, but only to the extent of the amount of such holdback,
- (i) is in dispute, but only to the extent of the amount thereof in dispute, or
- (j) is subject to a claim regarding rescission, cancellation or avoidance, whether by operation of law or otherwise.

“Environment” means all components of the earth, including all layers of the atmosphere, air, land (including all underground spaces and cavities and all lands submerged under water), soil, water (including surface and underground water), organic and inorganic matter and living organisms, and the interacting natural systems that include the components referred to in this definition.

“Environmental Law” means any Law relating, in whole or in part, to the protection or enhancement of the Environment, including occupational safety, product liability, public health, public safety and transportation or handling of dangerous goods.

“ERISA” means the Employee Retirement Income Security Act of 1974 of the United States of America, as amended from time to time, and any successor statute.

“ERISA Affiliate” means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 4.14(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code).

“ERISA Event” means (a) a Reportable Event with respect to a Pension Plan; (b) a withdrawal by the Borrower or any ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations which is treated as such a withdrawal under Section 4062(e) of ERISA;

(c) a complete or partial withdrawal (as defined in Section 4203 and 4205 of ERISA) by the Borrower or any ERISA Affiliate from a Multiemployer Plan or that a Multiemployer Plan intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (d) the filing of a notice of intent to terminate, the treatment of a Pension Plan amendment as a termination under Section 4041 of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan; (e) an event or condition which might reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (f) the imposition of any liability under Title IV of ERISA, other than PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate; (g) the imposition of a Lien upon the Borrower or any ERISA Affiliate pursuant to Section 430(k) of the Code or Section 303(k) of ERISA; or (h) the making of an amendment to a Pension Plan that could result in the posting of bond or security under Section 436(f)(1) of the Code.

“Erroneous Payment” has the meaning ascribed thereto in Section 15.18(a).

“Erroneous Payment Deficiency Assignment” has the meaning ascribed thereto in Section 15.18(d).

“Erroneous Payment Return Deficiency” has the meaning ascribed thereto in Section 15.18(d).

“Erroneous Payment Subrogation Rights” has the meaning ascribed thereto in Section 15.18(d).

“Event of Default” means an event specified in Section 12.1.

“Excess” has the meaning ascribed thereto in Section 5.8(a).

“Excess Cash Flow” means EBITDA of the Borrower for a given Fiscal Year, less, the following amounts (without duplication) to the extent added back to EBITDA: (i) cash Taxes, (ii) cash Interest Expense, (iii) Unfunded Capital Expenditures; (iv) scheduled principal repayments of Funded Debt actually paid, (v) voluntary prepayments of the Aggregate Principal Amount under the Term Loan Facility, and (vi) principal payments related to Capital Lease Obligations.

“Exchange Equivalent” means with reference to one currency, the amount thereof expressed in such currency, and with reference to any amount (the **“Original Amount”**) expressed in another currency (the **“Other Currency”**), the amount expressed in the first currency on the date when such amount is being determined as herein provided, required to purchase the Original Amount of the Other Currency at the rate published on such date (or if such date is not a Banking Day, on the immediately preceding Banking Day) as the WM/Reuters 12NOON EST FX Benchmark rate, or if such rate is unavailable, such other source as the Borrower and the Administrative Agent may agree.

“Existing BAs” has the meaning attributed to it in Section 1.19(c).

“Existing Credit Agreement” means the amended and restated credit agreement dated June 30, 2022, among the Borrower, the lenders party thereto and RBC (as amalgamation successor to HSBC Bank Canada), as agent on behalf of such lenders, as amended from time to time up to the Amendment and Restatement Date.

“**Existing Obligations**” has the meaning ascribed thereto in Section 1.19.

“**Extension**” has the meaning ascribed thereto in Section 3.4(a).

“**FCPA**” means the United States Foreign Corrupt Practices Act of 1977, including any subordinate legislation thereunder.

“**Federal Funds Rate**” means, for any day, the rate of interest per annum set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Federal Reserve Board (including any such successor, the “H.15(519)”) for such day opposite the caption “*Federal Funds (Effective)*”. If on any relevant day such rate is not yet published in H.15(519), the rate for such day will be the rate of interest per annum set forth in the daily statistical release designated as the Composite 3:30 p.m. Quotations for U.S. Government Securities, or any successor publication, published by the Federal Reserve Bank of New York (including any successor, the “Composite 3:30 p.m. Quotations”) for such day under the caption “Federal Funds Effective Rate”. If on any relevant day the appropriate rate per annum for such day is not yet published in either H.15(519) or the Composite 3:30 p.m. Quotations, the rate for such day will be the arithmetic mean of the rates per annum for the last transaction in overnight Federal funds arranged prior to 9:00 a.m. (New York time) on that day by each of three major brokers of Federal funds transactions in New York City, selected by the Administrative Agent in its sole discretion, acting reasonably.

“**Federal Reserve Board**” or “**Federal**” means the Board of Governors of the Federal Reserve System of the United States of America or any successor thereof.

“**Financial Assistance**” means with respect of any Person and without duplication, any loan, guarantee, indemnity, assurance, acceptance, extension of credit, loan purchase, share purchase, equity or capital contribution, investment or other form of direct or indirect financial assistance or support of any other Person or any obligation (contingent or otherwise) primarily for the purpose of enabling another Person to incur or pay any Indebtedness or to comply with agreements relating thereto or otherwise to assure or protect creditors of the other Person against loss in respect of Indebtedness of the other Person and includes any guarantee of or indemnity in respect of the Indebtedness of the other Person and any absolute or contingent obligation to (directly or indirectly):

- (a) advance or supply funds for the payment or purchase of any Indebtedness of any other Person;
- (b) purchase, sell or lease (as lessee or lessor) any property, assets, goods, services, materials or supplies primarily for the purpose of enabling any Person to make payment of Indebtedness or to assure the holder thereof against loss;
- (c) guarantee, indemnify, hold harmless or otherwise become liable to any creditor of any other Person from or against any losses, liabilities or damages in respect of Indebtedness;

- (d) make a payment to another for goods, property or services regardless of the non-delivery or non-furnishing thereof to a Person, other than in the ordinary course of business; or
- (e) make an advance, loan or other extension of credit to or to make any subscription for equity, equity or capital contribution, or investment in or to maintain the capital, working capital, solvency or general financial condition of another Person.

The amount of any Financial Assistance is the amount of any loan or direct or indirect financial assistance or support, without duplication, given, or all Indebtedness of the obligor to which the Financial Assistance relates, unless the Financial Assistance is limited to a determinable amount, in which case the amount of the Financial Assistance is the determinable amount.

“Financial Calculation” has the meaning ascribed thereto in Section 1.16.

“Financial Instruments” has the meaning ascribed thereto in Section 11.4(d).

“Financial Letter of Credit” means a stand-by letter of credit or letter of guarantee if it serves as a payment guarantee of the Borrower’s financial obligations and is treated as a direct credit substitute for purposes of the Capital Adequacy Guidelines in the Operating Facility Lender’s, as applicable, reasonable opinion.

“First Party” has the meaning ascribed thereto in Section 16.3.

“Fiscal Quarter” means any fiscal quarter of the Borrower.

“Fiscal Year” means any fiscal year of the Borrower, and is currently January 1 to December 31 of each year.

“Fixed Charge Coverage Ratio” means, for any period and in relation to the Borrower on a consolidated basis without duplication, the ratio of:

- (a) EBITDA, minus (i) current cash Taxes accrued in such period (whether or not paid), (ii) Unfunded Capital Expenditures; and (iii) cash Distributions; to
- (b) the aggregate of (i) Interest Expense to the extent payable in cash, and (ii) scheduled principal repayments under the Credit Facilities or any other Funded Debt.

“Floor” means a rate of interest equal to 0.00% per annum.

“Former Lender” has the meaning ascribed thereto in Section 4.8.

“Funded Debt” means, with reference to the Borrower on a consolidated basis, all obligations, liabilities and indebtedness (including the principal portion of capital leases and any outstanding amount of letters of credit/letters of guarantee) which would, in accordance with IFRS, be classified on a consolidated balance sheet of the Borrower as indebtedness for borrowed money of the Borrower.

“**Governmental Acts**” has the meaning ascribed thereto in Section 8.8(a)(ii).

“**Governmental Authority**” means any domestic or foreign, national, federal, provincial, state, municipal or other local government or regulatory body and any division, agency, ministry, commission, board or authority or any quasi-governmental or private body exercising any statutory, regulatory, expropriation or taxing authority under the authority of any of the foregoing, and any domestic, foreign or international judicial, quasi-judicial, arbitration or administrative court, tribunal, commission, board or panel acting under the authority of any of the foregoing.

“**Hedging Obligations**” means the actual Indebtedness or obligations of any Loan Party to a Swap Lender under or pursuant to a Swap Document.

“**Hostile Acquisition**” means an Acquisition, which is required to be reported to applicable securities regulatory authorities, of shares of a corporation where the board of directors of that corporation has not approved such Acquisition nor recommended to the shareholders of the corporation that they sell their shares pursuant to the proposed Acquisition or of units of a trust where the trustee or manager or administrator of that trust has not approved such Acquisition nor recommended to the unitholders of the trust that they sell their units pursuant to the proposed Acquisition or of units of a partnership where the board of directors of the general partner(s) thereof has not approved such Acquisition nor recommended to the partners of the partnership that they sell their units pursuant to the proposed Acquisition.

“**IBBC Convertible Debenture**” means that certain 8% subordinated postponed convertible secured debenture in a principal amount not to exceed \$15,000,000 dated as of March 7, 2022 issued by the Borrower in favour of IBBC GP Inc., on its own behalf and in its capacity as the general partner of IBBC Limited Partnership, as the same may be amended, restated, replaced or otherwise modified as permitted by the Amended and Restated Subordination and Postponement Agreement.

“**IFRS**” means International Financial Reporting Standards adopted by the International Accounting Standards Board from time to time, but only to the extent that the same are adopted by the Canadian Institute of Chartered Accountants and then subject to such modifications as are agreed by the Canadian Institute of Chartered Accountants, applied on a consistent basis.

“**Illegality Notice**” has the meaning ascribed thereto in Section 9.5.

“**includes**” means “includes without limitation” and “**including**” means “including without limitation”.

“**Indebtedness**” means, without duplication, the aggregate amount of all obligations, liabilities and indebtedness of a Person which would be classified under IFRS as indebtedness for borrowed money upon the consolidated balance sheet of such Person, including all long term borrowings, the current portion of long term borrowings, short term borrowings, obligations under capital leases plus all monetary obligations of such Person arising in respect of a Financial Instrument that are due and owing and all monetary obligations, contingent or otherwise, of any of the foregoing arising from any Financial Assistance made by such Person in respect of any of the foregoing.

“**Indemnified Parties**” has the meaning ascribed thereto in Section 16.4.

“Individual Commitment Amount” means, from time to time, in respect of a Lender, that portion of the Commitment Amount which such Lender has severally agreed to make available to the Borrower in accordance with the terms and conditions of the Agreement, subject to adjustment pursuant to the terms of the Agreement.

“Individual Syndicated Facility Commitment Amount” means, from time to time, in respect of a Syndicated Facility Lender, that portion of the Syndicated Facility Commitment Amount which such Syndicated Facility Lender has severally agreed to make available to the Borrower in accordance with the terms and conditions of this Agreement, subject to adjustment pursuant to the terms of this Agreement.

“Individual Term Loan Facility Commitment Amount” means, from time to time, in respect of a Term Loan Facility Lender, that portion of the Term Loan Facility Commitment Amount which such Term Loan Facility Lender has severally agreed to make available to the Borrower in accordance with the terms and conditions of this Agreement, subject to adjustment pursuant to the terms of this Agreement.

“Insured Receivables” means Receivables of the Loan Parties that:

- (a) do not arise under an “excluded contract” or any similar term as provided in the Account Receivable Insurance, are within the approved credit, sovereign, country, single obligor and other limits under the Account Receivable Insurance and are otherwise covered under the Account Receivable Insurance which is in full force and effect;
- (b) the Loan Parties have complied with the credit policy provided for in the Account Receivable Insurance with respect to such Receivables, including the issuance of invoices, *pro forma* invoices and final invoices within the required time periods thereunder;
- (c) there are no events, facts or circumstances which would reasonably be expected to result in the insurer under the Account Receivable Insurance denying (or withholding or delaying) payment of a claim in respect of such Receivables or asserting any defense, dispute or counterclaim with respect to such Receivables;
- (d) the insurer under the Account Receivable Insurance has not denied all or any portion of a claim in respect of such Receivable, and has not asserted any defense, dispute or counterclaim with respect to such Receivable;
- (e) the Loan Parties have not suffered any loss with respect to such Receivables, unless such loss is covered by the Account Receivable Insurance;
- (f) are not in dispute and are valid and enforceable obligations of the account debtor under applicable Law;
- (g) if Loan Parties have suffered a loss in respect of such Receivable covered by the Account Receivable Insurance, they have submitted a claim for such loss in accordance with the terms of the Account Receivable Insurance and have otherwise

complied with all provisions of the Account Receivable Insurance on a timely basis in order to be entitled to have such claim paid by the insurer under the Account Receivable Insurance;

- (h) the Loan Parties have paid any required deductibles under the Account Receivable Insurance in respect of such Receivables; and
- (i) in any case, are due within the time period, including any “waiting period”, from the date of billing required under the Account Receivable Insurance in respect of such Receivable.

“**Intellectual Property**” means all patents, patent applications, trademarks, trade mark applications, trade names, service marks, copyrights, industrial designs, integrated circuit topographies, or other rights with respect to the foregoing and other similar property used in or necessary for the present and planned future conduct of the business and operations of the Loan Parties and their respective Subsidiaries.

“**Interest Act (Canada)**” means the *Interest Act*, R.S.C. 1985, c. 1-15, including the regulations made and, from time to time, in force under that Act.

“**Interest Expense**” means, for any period and in respect of the Borrower, in accordance with IFRS and on a consolidated basis, the sum of all interest charges, capitalized interest, interest component of capital leases (classified as such under IFRS), fees payable in respect of letters of credit and the net amount payable in respect of any interest rate swaps.

“**Interest Period**” means:

- (a) in respect of each SOFR Loan, a period of one, three or six months or such shorter or longer period as may be agreed to by all of the Lenders (in each case, subject to the market availability thereof), with respect to such SOFR Loan; and
- (b) in respect of each CORRA Loan, a period of one or three months or such shorter period as may be agreed to by all of the Lenders (in each case, subject to the market availability thereof), with respect to such CORRA Loan,

provided that (1) the Interest Period shall commence on the date of an Drawdown or Rollover of, or a Conversion to, a Benchmark Loan and, in the case of immediately successive Interest Periods, each successive Interest Period shall commence on the date on which the preceding Interest Period expires; (2) if any Interest Period would otherwise expire on a day that is not a Banking Day, such Interest Period shall expire on the next succeeding Banking Day (provided, that if any Interest Period would otherwise expire on a day that is not a Banking Day but is a day of the month after which no further Banking Day occurs in such month, such Interest Period shall expire on the next preceding Banking Day); (3) any Interest Period that begins on the last Banking Day of a calendar month (or on a day for which there is not numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Banking Day of the relevant calendar month at the end of such Interest Period; (4) no Interest Period shall extend beyond the Revolving Facility Termination Date; and (5) no tenor that has been removed from this definition pursuant to Section

7.4(a) shall be available for specification in such Notice of Borrowing, Notice of Rollover or Notice of Conversion (except for as may be agreed by all of the Lenders).

“Investment Grade” means:

- (a) with respect to the long term debt unsecured ratings of a Person of the rating agencies on the date hereof, Baa3 or higher for Moody’s Investors Services, Inc. or BBB- or higher for Standard & Poor’s Rating Services, a division of The McGraw Hill Companies, Inc. (or in either case, their respective successors); or
- (b) a Person that does not satisfy the requirements of paragraph (a) above but in respect of which all of the Lenders have agreed in advance to deem such Person as Investment Grade and such Person is described in the most recent Borrowing Base Certificate. For certainty, as at the Amendment and Restatement Date, all Persons deemed to be Investment Grade by the Lenders shall be listed in the Borrowing Base Certificate delivered pursuant to Section 11.2(a).

“ISP98” means the International Standby Practices ISP98, as published by the International Chamber of Commerce and in effect from time to time.

“Judgment Interest Act (Alberta)” means the *Judgment Interest Act*, R.S.A. 2000, c. J-1, including the regulations made and from time to time in force under that Act.

“Landlord Agreement” means an agreement between the Administrative Agent, the applicable Loan Party and the landlord of a Leased Property in form and substance reasonably satisfactory to the Administrative Agent, which shall include the following provisions (except to the extent otherwise agreed by the Administrative Agent in its discretion): such landlord consents to the granting of a security interest in the lease applicable to such Leased Property by a Loan Party which is a tenant thereunder in favour of the Administrative Agent, agrees to give written notice to the Administrative Agent in respect of and a reasonable opportunity to cure any default before terminating the lease, and agrees to waive (or subordinate and defer the enforcement of) its rights and remedies and any security it may hold in respect of any assets owned by the applicable Loan Party located on or affixed to such Leased Property.

“Law” means all constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules, regulations and municipal by laws, whether domestic, foreign or international, any judgments, orders, writs, injunctions, decisions, rulings, decrees and awards of any Governmental Authority, and any policies, voluntary restraints, practices or guidelines of any Governmental Authority, and including any principles of common law and equity.

“Leased Properties” means all land leased by any Loan Party as tenant from time to time, specifically including, as at Amendment and Restatement Date, the land described in Schedule I; and **“Leased Property”** means any of the Leased Properties as the context requires.

“Lenders” means, as at the Amendment and Restatement Date, the Operating Facility Lender, the Syndicated Facility Lenders and the Term Loan Facility Lenders identified in Schedule B, and thereafter, each Person which may become a Lender under this Agreement, as a lender, by

executing and delivering to the Administrative Agent an Assignment, and each of their respective successors and permitted assigns and **“Lender”** means any one of them in such capacity.

“Letters of Credit” means letters of credit, letters of guarantee or documentary credits in Canadian Dollars or U.S. Dollars issued under Article 8.

“Letter of Credit Fee” has the meaning ascribed thereto in Section 3.10(a)(vi).

“Level” means the applicable level as set out in the Pricing Table.

“Lien” means any mortgage, lien, pledge, charge (whether fixed or floating), security interest, conditional sale or title retention agreement (other than operating leases in respect of tangible personal property which are not in the nature of financing transactions), trust or deposit arrangements in the nature of a security interest or other encumbrance of any kind, contingent or absolute but excludes any contractual right of set-off created in the ordinary course of business and any writ of execution, or other similar instrument, arising from a judgment relating to the non-payment of Indebtedness.

“Loan Parties” means, collectively, the Borrower and each of its Material Subsidiaries and **“Loan Party”** means any one of them. As of the Amendment and Restatement Date, the Loan Parties are as set out in Schedule G.

“Majority Lenders” means if there are two (2) or less Lenders, all Lenders, and if there are three (3) or more Lenders, Lenders holding, in aggregate, at least [REDACTED] of the Commitment Amount, or if an Event of Default has occurred and is continuing, the Aggregate Principal Amount.

“Material Adverse Effect” means any change, event, violation, inaccuracy, circumstance or effect, individually or when aggregated with other changes, events, violations, inaccuracies, circumstances or effects, that has a material adverse effect on:

- (a) the business, operations, properties, assets, liabilities (actual or contingent) or condition (financial or otherwise) of the Borrower and its Subsidiaries on a consolidated basis;
- (b) the rights and remedies of the Administrative Agent or any Lender under any of the Documents; or
- (c) the ability of Loan Parties to perform and discharge any of their respective obligations under the Documents.

“Material Subsidiary” means any direct or indirect Subsidiary of the Borrower that, together with its Subsidiaries, (a) generates more than [REDACTED] of EBITDA of the Borrower and its Subsidiaries, on a consolidated basis, for the four fiscal quarter periods ending as of the most recent fiscal quarter; (b) has total assets (including equity interest in other Subsidiaries and excluding investments that are eliminated in consolidation) of equal to or greater than [REDACTED] of the total assets of the Borrower and its Subsidiaries, on a consolidated basis (determined as of the last day of the most recent fiscal quarter); or (c) that is designated by the Borrower as Material Subsidiary pursuant to Section 11.5.

“Maturity Date” means the date with respect to a Benchmark Loan on which the applicable Interest Period expires in respect of a Benchmark Loan, which must be a Banking Day.

“Multiemployer Plan” means a multiemployer plan, within the meaning of Section 4001(a)(3) of ERISA, to which the Borrower or any ERISA Affiliate makes, is making, or is obligated to make contributions or, during the preceding five (5) calendar years, has made, or been obligated to make, contributions.

“Net Cash Proceeds” means:

- (a) the gross cash proceeds received by any Loan Party from any of the following: (i) the issuance of Funded Debt (other than Permitted Indebtedness) or any equity securities (including any capital contributions) by a Loan Party, (ii) any sale, lease, transfer or other disposition of any Loan Party’s assets (other than (i) under subparagraph (a) of the definition Permitted Disposition) or (iii) all property, casualty and other insurance proceeds received by any Loan Party, less
- (b) legal, accounting and other professional fees and expenses, as well as Taxes payable in connection with the sale, in each case, only to the extent paid or payable by a Loan Party in cash and directly related to any such transaction.

“Net Senior Funded Debt” means Funded Debt, less: (i) Subordinated Debt; and (ii) Unrestricted Cash up to a maximum amount of Cdn. [REDACTED]

“Net Senior Funded Debt to EBITDA Ratio” means, for the applicable period, the ratio of (a) Net Senior Funded Debt as at the last day of such period to (b) EBITDA for the twelve (12) months ending on the last day of such period.

“Net Syndicated Funded Debt” means Net Senior Funded Debt, less the amounts outstanding under (a) the BDC Co-Lending Agreement and (b) the BDC Working Capital Facility.

“Net Syndicated Funded Debt to EBITDA Ratio” means, for the applicable period, the ratio of (a) Net Syndicated Funded Debt as at the last day of such period to (b) EBITDA for the twelve (12) months ending on the last day of such period.

“New Term Loan Advance” has the meaning ascribed thereto in Section 3.13.

“Non-Agreeing Lender” has the meaning ascribed thereto in Section 3.4(b)

“Non-Consenting Lender” has the meaning ascribed thereto in Section 15.17.

“Non-Financial Letter of Credit” means a Letter of Credit that is not a Financial Letter of Credit.

“Non-Paying Lender” has the meaning ascribed thereto in Section 5.7(b).

“Notice of Borrowing” means, in relation to Advances, a notice by the Borrower to the Administrative Agent substantially in the form of Schedule E, with the blanks completed, as applicable.

“Notice of Rollover”, “Notice of Conversion” or “Notice of Repayment” means, in relation to Advances, a notice by the Borrower to the Administrative Agent substantially in the form of Schedule F, with the blanks completed.

“Obligations” means, as the context requires, without duplication: (a) the aggregate amount of all obligations, liabilities and Indebtedness, contingent or otherwise, of a Loan Party to the Administrative Agent or any other Secured Party under the Documents (including, for greater certainty, the Swap Documents); or (b) with respect to any Credit Facility, all of the foregoing outstanding under such Credit Facility.

“OFAC” means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Operating Facility” means the credit facility established in favour of the Borrower pursuant to Section 3.1(b).

“Operating Facility Commitment Amount” means [REDACTED] as may be increased from time to time pursuant to Section 3.3 or decrease as otherwise provided for herein.

“Operating Facility Lender” means RBC.

“Original Currency” has the meaning ascribed thereto in Section 16.3.

“Overdraft” means indebtedness of the Borrower to the Operating Facility Lender arising under the Operating Facility in connection with all amounts debited to all overdraft accounts established by the Borrower with the Operating Facility Lender (in Canadian Dollars or U.S. Dollars, as the case may be), including without limitation all cheques, transfers, withdrawals, interest, costs, charges and fees debited to such accounts.

“Participant” has the meaning ascribed thereto in Section 14.4.

“Parties” means the Borrower, the Administrative Agent and the Lenders and their respective successors and permitted assigns, and **“Party”** means any one of the Parties.

“Payment Recipient” has the meaning assigned to it in Section 15.18(a).

“PBGC” means Pension Benefit Guaranty Corporation or any Governmental Authority succeeding to any of its principal functions under ERISA.

“Pension Plan” means a pension plan (as defined in Section 3(2) of ERISA) subject to Title IV of ERISA, other than a Multiemployer Plan, which the Borrower or any ERISA Affiliate sponsors, maintains, or to which it makes, is making, or is obligated to make contributions, or in the case of a multiple employer plan (as described in Section 4064(a) of ERISA) has made contributions at any time during the immediately preceding five (5) plan years.

“Permitted Acquisition” means:

- (a) any Acquisition funded solely by the issuance of equity securities of the Borrower, provided that: (i) in the case of the purchase of any equity securities, such

Acquisition is for 100% of all of the issued and outstanding equity securities of the acquired Person(s); and (ii) no Default, Event of Default of Material Adverse Effect has occurred and is continuing or would occur as a result of such Acquisition; or

- (b) any Acquisition in respect of which the Majority Lenders have provided their prior written consent, such consent not to be unreasonably withheld; or
- (c) any Acquisition that satisfies each of the following conditions:
 - (i) such Person or assets are in the same core business (or are directly related for use therein) as the Borrower as of the Amendment and Restatement Date;
 - (ii) such Person or assets exists and operates solely within Canada and/or the United States of America;
 - (iii) no Default or Event of Default has occurred and is continuing or would result therefrom;
 - (iv) such Acquisition is not a Hostile Acquisition;
 - (v) the aggregate cash and debt portion of the purchase price of all such Acquisitions consummated in any Fiscal Year shall be no more than Cdn. [REDACTED] in the aggregate or the Exchange Equivalent thereof in another currency;
 - (vi) the EBITDA of the acquired Person or business is more than zero for its most recent twelve (12) consecutive month period;
 - (vii) in the case of an Acquisition of shares of another Person, such Person shall comply with the requirements of Section 11.1(k);
 - (viii) any existing Indebtedness of such Person or assets shall be repaid and cancelled in full concurrently with the completion of such Acquisition (or arrangements satisfactory for the subsequent repayment and cancellation, as determined by the Majority Lenders, acting reasonably, shall have been made), other than any Indebtedness which is otherwise Permitted Indebtedness;
 - (ix) the Net Senior Funded Debt to EBITDA Ratio does not exceed 2.75:1 at the time any such Acquisition is to be made and after giving effect to any such Acquisition on a *pro forma* basis as if such Acquisition had been made as of the end of the last Fiscal Quarter and the Borrower shall have delivered a *pro forma* Compliance Certificate certifying same together with financial projections concerning the Acquisition, as well as, certified copies of the material documents governing the Acquisition;

- (x) the Borrower shall be in compliance with the financial covenants set forth in Section 11.3, both before and after giving effect to any such Acquisition on a *pro forma* basis as if such Acquisition had been made as of the end of the last Fiscal Quarter;
- (xi) each of the representations and warranties set out in Article 10 (except those representations and warranties made as of a specific date) will be true and correct with the same effect as if such representations and warranties had been made on the date of such Acquisition, both before and after giving effect to any such Acquisition;
- (xii) in the case of the purchase of any equity securities, such Acquisition is for 100% of all of the issued and outstanding equity securities of the acquired Person(s); and
- (xiii) the Borrower has delivered to the Administrative Agent complete and accurate copies of the material documents governing such Acquisition no later than 20 days prior to the proposed closing date of such Acquisition.

“Permitted Contest” means action taken by or on behalf of a Loan Party or a Subsidiary thereof in good faith by appropriate proceedings diligently pursued to contest a Tax, claim or Lien, provided that:

- (a) the Person to which the Tax, claim or Lien being contested is relevant (and, in the case of a Subsidiary, the Borrower on a consolidated basis) has established reasonable reserves therefor if and to the extent required by IFRS;
- (b) proceeding with such contest does not have, and could not reasonably be expected to have, a Material Adverse Effect; and
- (c) proceeding with such contest will not create a material risk of sale, forfeiture or loss of, or interference with the use or operation of, a material part of the property of a Loan Party and its Subsidiaries.

“Permitted Dispositions” means any:

- (a) sale or disposition in the ordinary course of business and in accordance with sound industry practice of any of the Borrower’s or other Loan Parties’ or of other tangible personal property that is obsolete, no longer useful for its intended purpose or being replaced in the ordinary course of business and which is not included in the Borrowing Base;
- (b) sales or dispositions of assets made in the ordinary course of business for fair market value to third parties having an aggregate fair market value in any Fiscal Year not exceeding Cdn [REDACTED] and
- (c) sales or dispositions of assets between any of the Loan Parties.

“Permitted Distributions” means:

- (a) Distributions from one Loan Party to another; or
- (b) cash Distributions (other than “normal course issuer bids”) made by the Borrower in respect of its common shares, provided that:
 - (i) no Default or Event of Default has occurred and is continuing or would reasonably be expected to result from any such Distribution on a *pro forma* basis as if such Distribution had been made as of the end of the then most recently completed Fiscal Quarter;
 - (ii) the Borrower shall be in compliance with the financial covenants set forth in Section 11.3, both before and after giving effect to any such Distribution on a *pro forma* basis as if such Distribution had been made as of the end of the last Fiscal Quarter; and
 - (iii) the Net Senior Funded Debt to EBITDA Ratio does not exceed [REDACTED] at the time any Distribution is made and after giving effect to any such Distribution on a *pro forma* basis as if such Distribution had been made as of the end of the last Fiscal Quarter; and
- (c) “normal course issuer bids” made by the Borrower, provided that:
 - (i) no Default or Event of Default has occurred and is continuing or would reasonably be expected to result from any such Distribution on a *pro forma* basis as if such Distribution had been made as of the end of the then most recently completed Fiscal Quarter;
 - (ii) no “normal course issuer bid” may be made if the Net Senior Funded Debt to EBITDA Ratio exceeds [REDACTED] at the time any Distribution is made and after giving effect to any such Distribution on a *pro forma* basis as if such Distribution had been made as of the end of the last Fiscal Quarter; and
 - (iii) the amount of a “normal course issuer bid” shall not exceed [REDACTED] if the Net Senior Funded Debt to EBITDA Ratio is greater than [REDACTED] but equal to or less than [REDACTED] at the time any Distribution is made and after giving effect to any such Distribution on a *pro forma* basis as if such Distribution had been made as of the end of the last Fiscal Quarter.

“Permitted Encumbrances” means:

- (a) undetermined or inchoate Liens arising in the ordinary course of and incidental to construction or current operations which have not been filed pursuant to Law or in respect of which no steps or proceedings to enforce such Lien have been initiated or which relate to obligations which are not due or delinquent or if due or delinquent, any Lien which any Loan Party is contesting at the time by a Permitted Contest;

- (b) easements, rights of way, servitudes, zoning or other similar rights or restrictions in respect of land (including rights of way and servitudes for railways, sewers, drains, pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) which, either alone or in the aggregate, could not reasonably be expected to have a Material Adverse Effect;
- (c) any Lien or trust arising in connection with worker's compensation, employment insurance, unemployment insurance, pension and employment Law;
- (d) the right reserved to or vested in any municipality or governmental or other public authority by the terms of any lease, license, franchise, grant or permit acquired or by any statutory provision to terminate any such lease, license, franchise, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;
- (e) all reservations in the original grant from the Crown of any lands and premises or any interests therein and all statutory exceptions, qualifications and reservations in respect of title;
- (f) public and statutory Liens not yet due and similar Liens arising by operation of Law;
- (g) the Security;
- (h) Liens for Taxes, assessments or governmental charges not at the time due or delinquent or, if due or delinquent, the validity of which is contested at the time by a Permitted Contest;
- (i) Liens under or pursuant to any judgment rendered, or claim filed, against the Borrower or any other Loan Party, which the Borrower or such Loan Party is contesting at the time by a Permitted Contest;
- (j) Liens granted 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 the Loan Parties and their Subsidiaries, all in the ordinary course of its business which individually or in the aggregate do not materially detract from the value of the asset concerned or materially impair its use in the operation of the business of the Loan Parties and their Subsidiaries, taken as a whole;
- (k) bankers' liens, rights of set off and other similar Liens existing solely with respect to cash on deposit in one or more accounts maintained by the Loan Parties and their Subsidiaries granted in the ordinary course of business in favour of a Lender or Lenders with which such accounts are maintained, securing amounts owing to such Lender or Lenders with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements;

- (l) pledges or deposits to secure performance of (i) bids, tenders, contracts (other than contracts for the payment of money), or (ii) leases of real property, in each case, to which the Borrower or another Loan Party is a party;
- (m) any other Liens in respect of Purchase Money Liens and/or capital leases provided that the aggregate principal amount of Indebtedness or other obligations secured thereby does not exceed [REDACTED] such Financial Calculation to be determined without giving effect to any Accounting Change as contemplated under Section 1.16;
- (n) Liens granted in respect of the (i) BDC Co-Lending Facility but only to the extent that such Liens are subject to the BDC Interlender Agreement; (ii) BDC Working Capital Facility but only to the extent that such Liens are subordinated to the Lenders on terms and conditions satisfactory to the Majority Lenders, acting reasonably;
- (o) Liens created under or in connection with the IBBC Convertible Debenture in favour of the holder thereof but only to the extent that such Liens are subordinated to the Lenders pursuant to the Amended and Restated Subordination and Postponement Agreement;
- (p) any extension, renewal or replacement (or successive extensions, renewals or replacements), as a whole or in part, of any Lien referred to in the preceding paragraphs (a) to (m) inclusive of this definition, so long as any such extension, renewal or replacement of such Lien is limited to all or any part of the same property that secured the Lien extended, renewed or replaced (plus improvements on such property) and the Indebtedness, liability or obligation secured thereby is not increased; and
- (q) any Lien from time to time which is consented in writing to by the Majority Lenders.

“Permitted Hedging Obligations” means Hedging Obligations permitted by the provisions of Section 11.4(d); provided that if a Swap Lender does not have actual knowledge that such Hedging Obligation was not permitted under such Section at the time the applicable Financial Instrument was entered into by such Swap Lender, then such Hedging Obligations will be deemed to be Permitted Hedging Obligations for purposes of Section 11.4(d).

“Permitted Indebtedness” means:

- (a) all Secured Obligations;
- (b) all Indebtedness owed by one Loan Party to another Loan Party;
- (c) Indebtedness secured by Purchase Money Liens or incurred in connection with capital leases and sale and lease back transactions, provided that all such Indebtedness at no time exceeds, in aggregate, [REDACTED] or the Exchange Equivalent thereof in another currency;

- (d) (i) the BDC Co-Lending Facility, for so long as the BDC Co-Lending Facility remains subject to the BDC Interlender Agreement; and (ii) the BDC Working Capital Facility, provided that (A) no Default or Event of Default has occurred at the time the BDC Working Capital Facility is completed or would result therefrom; and (B) such Indebtedness is subordinated to the Lenders on terms and conditions satisfactory to the Majority Lenders, acting reasonably;
- (e) the IBBC Convertible Debenture, but only for so long as it (a) remains subject to the Amended and Restated Subordination and Postponement Agreement and (b) net proceeds received by the Borrower thereunder is used to make a non-permanent repayment of the Syndicated Facility;
- (f) Subordinated Debt; and
- (g) any other Indebtedness from time to time which is consented in writing to by all of the Majority Lenders.

“Person” means an individual, a partnership, a corporation, a company, a trust, an unincorporated organization, a union, a government or any department or agency thereof (collectively an **“entity”**) and the heirs, executors, administrators, successors, or other legal representatives, as the case may be, of such entity.

“Plan” means an employee benefit plan (as defined in Section 3(3) of ERISA) covered by ERISA, other than a Multiemployer Plan, which the Borrower or any of its Subsidiaries sponsors or maintains or to which the Borrower or any of its Subsidiaries makes, is making or is obligated to make contributions and includes any Pension Plan.

“Pricing Ratio” means the Net Senior Funded Debt to EBITDA Ratio.

“Pricing Table” means the table labeled “Pricing Table” set forth in Section 3.10(a)(ix).

“Principal Repayment” means the repayment by or for and on behalf of the Borrower to the Lenders of all or a portion of any Aggregate Principal Amount under any Credit Facility.

“Priority Claims” means, with respect to any Person, any amount payable or accrued by such Person which is secured by a Lien which ranks or is capable of ranking prior to or *pari passu* with the Liens created by the Security, including amounts owing for wages, vacation pay, severance pay, employee deductions, sales tax, excise tax, Tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of GST input credits), income tax, workers compensation, government royalties, pension fund obligations, overdue rents (or other amounts owed to landlords of properties where capital assets located), builders’ liens, mechanics or garagekeepers’ liens or Taxes, and other statutory or other claims that have or may have priority over, or rank *pari passu* with, such Liens created by the Security.

“Purchase Money Lien” means a Lien, whether given to a vendor, lender or any other Person, securing Indebtedness assumed or incurred as, or to provide, all or part of the purchase price or other acquisition cost of property, which Lien is limited exclusively to such property and any proceeds thereof and any extension, renewal, refinancing or replacement thereof.

“Rateable Portion” means, at any time, subject to adjustment pursuant to Section 3.2 as context requires:

- (a) in the context of either Credit Facility, a Lender’s Individual Commitment Amount under such Credit Facility divided by the aggregate amount of all Lenders’ Individual Commitment Amounts under such Credit Facility;
- (b) in the context of any Lender’s entitlement to receive payments of principal, interest or fees under either Credit Facility (other than a portion of the standby fee), the Obligations due to such Lender under such Credit Facility divided by the aggregate amount of the Obligations due to all Lenders under such Credit Facility; or
- (c) in respect of all Credit Facilities, the portion of the Individual Commitment Amount of a Lender relative to the Commitment Amount of all Lenders,

provided that in respect of all Credit Facilities, the Rateable Portion of a Lender after an Event of Default has occurred and is continuing shall be the portion of the Aggregate Principal Amount under all Credit Facilities owing to such Lender relative to the Aggregate Principal Amount under all Credit Facilities owing to all Lenders.

“Receivables” means, any monetary obligation owed to the Borrower or another Loan Party in respect of the sale or lease of inventory by the Borrower or another Loan Party or for services rendered by the Borrower or a Loan Party in the ordinary course of business.

“Release” includes releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.

“Relevant Governmental Body” means:

- (a) in respect of any SOFR Loan, the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto; and
- (b) in respect of any CORRA Loan, the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

“Reportable Event” means any of the events set forth in Section 4043(c) of ERISA or the regulations thereunder, other than any such event for which the thirty (30) day notice requirement under ERISA has been waived in regulations issued by the PBGC.

“Request for Offer of Extension” means a request by the Borrower for an offer by the Lenders to extend the Termination Date pursuant to Section 3.4, substantially in the form of Schedule J executed by a Responsible Officer of the Borrower.

“Request Period” has the meaning ascribed thereto in Section 3.4(a).

“Resignation Notice” has the meaning ascribed thereto in Section 15.10.

“Responsible Officer” means, with respect to any Person, the chairman, the president, any vice president, the chief executive officer, chief financial officer or the chief operating officer, and, in respect of financial or accounting matters, any financial officer of such Person; unless otherwise specified, all references herein to a Responsible Officer means a Responsible Officer of the Borrower.

“Revolving Facilities” means, collectively, the Operating Facility and the Syndicated Facility.

“Rollover” means, in relation to a Benchmark Loan, the continuation of all or any portion of such Benchmark Loan for an additional Interest Period subsequent to the initial or any subsequent Interest Period applicable thereto and **“Roll over”**, **“Rolled over”** and derivatives thereof shall have corresponding meanings.

“Sanctions” means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Sanctions Authority, including any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, the *Special Economic Measures Act* (Canada), the *United Nations Act* (Canada), the *Criminal Code* (Canada), the *Freezing of Assets of Corrupt Foreign Officials Act* (Canada), the Executive Order, the U.S. Bank Secrecy Act (31 U.S.C. §§ 5311 et seq.), the U.S. Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956 et seq.), the USA Patriot Act of 2001, the U.S. International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et seq.), the U.S. Trading with the Enemy Act (50 U.S.C. App. §§ 1 et seq.), the U.S. United Nations Participation Act, the U.S. Syria Accountability and Lebanese Sovereignty Act, the U.S. Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 or the Iran Sanctions Act (United States), or any of the foreign assets control regulations of the U.S. Department of the Treasury (including but not limited to 31 CFR, Subtitle B, Chapter V) or any other law or executive order relating thereto or regulation administered by OFAC.

“Sanctions Authority” means any of: (a) the Canadian government; (b) the United States government; (c) the United Nations; (d) the European Union; (e) the United Kingdom; (f) the Hong Kong Monetary Authority; or (g) the respective governmental institutions, departments and agencies of any of the foregoing, including Foreign Affairs, Trade and Development Canada, Public Safety Canada, OFAC, the United States Department of State, and Her Majesty’s Treasury of the United Kingdom; **“Sanctions Authorities”** means all of the foregoing Sanctions Authorities, collectively.

“Sanctioned Person” means:

- (a) a Person that is designated under, listed on, or owned or controlled by a person designated under or listed on, or acting on behalf of a Person designated under or listed on, any Sanctions List;
- (b) a Person that is located in, incorporated under the laws of, or owned or (directly or indirectly) controlled by, or acting on behalf of, a Person located in or organized under the laws of a country or territory that is the target of country-wide or territory-wide Sanctions;

- (c) a Person that is otherwise a target of Sanctions (“target of Sanctions” signifying a Person with whom a Person or other national of a Sanctions Authority would be prohibited or restricted by law from engaging in trade, business or other activities); or
- (d) any other Person to which one or more Lenders would not be permitted to make a loan, or provide funding, in accordance with the Sanctions, or otherwise deal with pursuant to the Sanctions.

“**Sanctions List**” means the “Specially Designated Nationals and Blocked Persons” list maintained by OFAC, the Consolidated List of Financial Sanctions Targets and the Investment Ban List maintained by Her Majesty’s Treasury of the United Kingdom, or any substantially similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

“**Secured Obligations**” means, collectively, the Obligations and the Cash Management Obligations.

“**Secured Parties**” means, collectively, the Administrative Agent, the Lenders, the Swap Lenders, the Cash Manager and any other Persons who from time to time become Secured Parties hereunder to the extent permitted hereby.

“**Security**” has the meaning ascribed thereto in Section 4.1 and any other Lien hereafter granted to secure the payment of the Secured Obligations.

“**SOF**R” means a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator.

“**SOF**R Administrator” means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

“**SOF**R Loan” means an Advance that bears interest at a rate based on Adjusted Term SOFR, other than pursuant to clause (c) of the definition of “U.S. Base Rate”; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then current Benchmark Replacement thereof, then “SOFR Loan” means any loan made with reference to the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 7.4.

“**Subordinated Debt**” means (a) Funded Debt of any of the Loan Parties that is: (i) vendor-take-back Indebtedness issued by a Loan Party to a Person as consideration in connection with a Permitted Acquisition; and (ii) postponed and subordinated to the Funded Debt and other obligations owing to the Secured Parties on terms and conditions satisfactory to the Administrative Agent, acting reasonably, (b) Funded Debt under the BDC Working Capital Facility but only for so long as it remains subject to the Amended and Restated Subordination and Postponement Agreement, (c) Funded Debt under the IBBC Convertible Debenture, but only for so long as it remains subject to the Amended and Restated Subordination and Postponement Agreement and (d) any other Funded Debt that is postponed and subordinated to the Funded Debt and other obligations owing to the Secured Parties on terms and conditions satisfactory to the Administrative

Agent, acting reasonably (but for certainty, not Funded Debt under the BDC Co-Lending Facility); provided that, at no time shall the principal amount outstanding under clauses (a), (b), (c) and (d) above exceed an aggregate of [REDACTED]

“**Subsidiary**” means any Person of which more than 50% of the outstanding Voting Securities or other interest having ordinary voting power for the election of the board directors or other governing body (other than securities or interests having power only by reason of the happening of a contingent) are at the time owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by a Person, and includes any legal entity in like relationship to a Subsidiary.

“**Successor Agent**” has the meaning ascribed thereto in Section 15.10.

“**Swap Crystallization Event**” means, in respect of a Swap Document, the crystallization or unwinding of such Swap Document whether as a result of a demand made by the applicable Swap Lender pursuant to such Swap Document for repayment of all Indebtedness relating thereto or an automatic early termination of obligations under such Swap Document pursuant to the terms thereof.

“**Swap Document**” means any document entered into by a Swap Lender and Loan Party, or either of them, in connection with a Financial Instrument.

“**Swap Lender**” has the meaning ascribed thereto in Section 3.11.

“**Syndicated Facility**” means the credit facility established in favour of the Borrower pursuant to Section 3.1(a).

“**Syndicated Facility Commitment Amount**” means the aggregate amount of the Individual Syndicated Facility Commitment Amounts as set forth on Schedule B as may be increased from time to time pursuant to Section 3.3 or decreased as otherwise provided for herein.

“**Syndicated Facility Lenders**” means all of the Lenders which, at the applicable time have provided an Individual Syndicated Facility Commitment Amount.

“**Taxes**” means all taxes, levies, imposts, stamp taxes, duties, deductions, withholdings and similar impositions payable, levied, collected, withheld or assessed as of the date of this Agreement or at any time in the future under applicable Laws, save and except for taxes on the overall income of a Lender, and “**Tax**” shall have a corresponding meaning.

“**Termination Date**” means the earlier of (a) the date that is 6 months prior to the maturity date of the IBBC Convertible Debenture, which such maturity date as of the Amendment and Restatement Date is March 7, 2027 and (b) May 31, 2027; as such date may be extended in respect of any Lender and any Credit Facility pursuant to Section 3.4.

“**Term CORRA**” means, for any calculation with respect to a Term CORRA Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period (provided that for an Interest Period which is less than one month, the Term CORRA Reference Rate shall be deemed to be that which is applicable for an Interest Period of one month’s duration) on the day (such day,

the “**Periodic Term CORRA Determination Day**”) that is two (2) Banking Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Banking Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Banking Day is not more than three (3) Banking Days prior to such Periodic Term CORRA Determination Day. If such first preceding Banking Day is more than three (3) Banking Days prior to such Periodic Term CORRA Determination Day, Section 7.4 will apply.

“**Term CORRA Administrator**” means CanDeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

“**Term CORRA Loan**” means an Advance in Canadian Dollars which bears interest at a rate based on Adjusted Term CORRA, provided that if a Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate or the then current Benchmark Replacement thereof, then “**Term CORRA Loan**” means any loan made with reference to the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 7.4.

“**Term CORRA Reference Rate**” means the forward-looking term rate based on CORRA.

“**Term Loan Facility**” means the credit facility established in favour of the Borrower pursuant to Section 3.2.

“**Term Loan Facility Commitment Amount**” means the aggregate amount of the Individual Term Loan Facility Commitment Amounts as set forth on Schedule B.

“**Term Loan Facility Lenders**” means all of the Lenders which, at the applicable time have provided an Individual Term Loan Facility Commitment Amount.

“**Term SOFR**” means,

- (a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “**Periodic Term SOFR Determination Day**”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR

Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

- (a) for any calculation with respect to an U.S. Base Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “**U.S. Base Rate Term SOFR Determination Day**”) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any U.S. Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such U.S. Base Rate Term SOFR Determination Day,

provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso under clause (a) or clause (b) above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

“**Term SOFR Adjustment**” means, with respect to Term SOFR, [REDACTED] per annum for an Interest Period of one-month’s duration, [REDACTED] per annum for an Interest Period of three-months’ duration, and [REDACTED] per annum for an Interest Period of six-months’ duration.

“**Term SOFR Administrator**” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“**Term SOFR Reference Rate**” means:

- (a) the applicable Term SOFR Screen Rate published two SOFR Banking Days prior to the first day of the relevant SOFR Period or discounting period; or
- (b) if the applicable Term SOFR Screen Rate is not available for such day, then:
 - (i) the most recently published Term SOFR Screen Rate (to the extent there is one) shall be used provided that the Term SOFR Screen Rate has been unavailable for no more than five (5) consecutive SOFR Banking Days and provided that a Benchmark Replacement for Term SOFR is not in effect;
 - (ii) if a Benchmark Replacement for the Term SOFR Reference Rate is then in effect, such Benchmark Replacement shall be used; and

- (iii) if the applicable Term SOFR Screen Rate is not available for a period that is longer than five (5) consecutive SOFR Banking Days and a Benchmark Replacement for the Term SOFR Reference Rate is not then in effect, then the percentage rate per annum which is the aggregate of:
 - (A) the Central Bank Rate prevailing on the first day of the SOFR Period or discounting period, as determined by the Administrative Agent; and
 - (B) the applicable Central Bank Rate Adjustment,

(rounded if necessary to five decimal places with 0.000005 being rounded upwards) shall be used, and if in any case that rate is less than zero, the Term SOFR Reference Rate shall be deemed to be zero.

“Unadjusted Benchmark Replacement” means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“Unfunded Capital Expenditures” means for any period, the sum (without duplication) of the aggregate amount of all Capital Expenditures of the Loan Parties made during such period, less any such Capital Expenditures that are specifically funded by (a) Permitted Indebtedness, (b) the proceeds of sale of other capital equipment, and (c) new investments in the Borrowers by way of equity issuance or capital contributions or Subordinated Debt.

“Unfunded Pension Liability” means the excess of a Pension Plan’s benefit liabilities under Section 4001(a)(16) of ERISA over the current value of that Pension Plan’s assets, determined, as of the beginning of the most recent plan year for which such liabilities have been determined, in accordance with the assumptions used for funding the Pension Plan pursuant to Section 412 of the Code as specified in the applicable actuarial valuation.

“Uniform Customs” means the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce current at the time of issuance of the applicable Letter of Credit.

“Unrestricted Cash” means, as of the date of determination, the aggregate Canadian Dollar amount of the unrestricted cash (determined in accordance with IFRS) and cash equivalents of Loan Parties that: (a) the Administrative Agent on behalf of the Lenders, has a first priority perfected Lien covering such unrestricted cash or cash equivalent, (b) such unrestricted cash or cash equivalent is, and at all times will be, free and clear of all other Liens; (c) are held in accounts at a branch of a Lender located in Canada or the United States of America; and (d) if located in the United States of America, are subject to a deposit account control agreement in form and substance satisfactory to the Administrative Agent, acting reasonably.

“U.S. Base Rate” means the greater of: (a) variable rate of interest quoted by the Administrative Agent from time to time as the reference rate of interest which it employs to determine the interest rate it will charge for demand loans in U.S. Dollars to its customers in Canada and which it designates as its “U.S. Base Rate”; and (b) the Federal Funds Rate plus [REDACTED]

“U.S. Base Rate Loan” means an Advance bearing interest at a fluctuating rate determined by reference to the U.S. Base Rate.

“U.S. Dollars” or **“U.S. \$”** each means such currency of the United States of America which, as at the time of payment or determination, is legal tender therein for the payment of public or private debts.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“Voting Securities” means securities of capital stock of any class of any corporation, partnership units in the case of a partnership, trust units in the case of a trust, or other evidence of ownership serving similar purposes, carrying voting rights under all circumstances, provided that, for the purposes of this definition, shares which only carry the right to vote conditionally on the happening of an event will not be considered Voting Securities, whether or not such event will have occurred, nor will any securities be deemed to cease to be Voting Securities solely by reason of a right to vote accruing to securities of another class or classes by reason of the happening of such event.

“Young Note” means that certain 4% unsecured, subordinated promissory note in a principal amount not to exceed \$4,000,000 dated as of September 29, 2022, issued by the Borrower in favour of certain of the Young Vendors, as the same may be amended, restated, replaced or otherwise modified as permitted by the Young Subordination Agreement.

“Young Subordination Agreement” means the subordination agreement dated September 29, 2022, made between the Administrative Agent and certain of the Young Vendors in respect of the Young Note.

“Young Vendors” means, collectively, Ronald Young, the Young Family Trust (2012), the Young EnergyServe Inc. Employee Trust and 4 Ever Young Management Inc.

**SCHEDULE B
COMMITMENTS**

Lender	Operating Facility Commitment Amount	Syndicated Facility Commitment Amount	Term Facility Commitment Amount	Loan Total Commitment Amount
Royal Bank of Canada				
National Bank of Canada	-			
Canadian Western Bank	-			
ATB Financial	-			
Total				

SCHEDULE C
FORM OF BORROWING BASE CERTIFICATE

TO: Royal Bank Canada (“**RBC**”), as Administrative Agent

AND TO: The Lenders

RE: Second Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) dated as of June 28, 2024 among Vertex Resource Group Ltd. (the “**Borrower**”), RBC and those other financial institutions which are or hereafter become lenders thereunder (the “**Lenders**”), and RBC, as administrative agent for the Lenders (the “**Agent**”)

DATE: ■

This Borrowing Base Certificate is being delivered by the Borrower pursuant to Section 11.2(a) of the Credit Agreement.

The Borrower hereby certifies that:

1. This Borrowing Base Certificate is current to _____, 20__ (the “**Effective Date**”).
2. I am familiar with the provisions of the Credit Agreement and I have made or caused to be made under my supervision such reasonable investigations of corporate records and inquiries of other officers and personnel of the Loan Parties as I have deemed necessary for purposes of this Borrowing Base Certificate.
3. The Aggregate Principal Amount under all Revolving Facilities as of the Effective Date is Cdn. \$ _____.
4. As of the Effective Date, Borrowing Base is Cdn. \$ _____, calculated as follows:

(a)	Insured Receivables				
	less: Those past due	■	\$	_____	
	Subtotal:		\$	_____	x ■ \$ _____

(b)	Canadian and U.S. Investment Grade Eligible Receivables				
	less: Those past due	■	\$	_____	
	Subtotal:		\$	_____	x ■ \$ _____

(c) Canadian and U.S. non-Investment

	Grade Eligible Receivables	\$		
	less: Those past due [REDACTED]	\$		
	Subtotal:	\$	x	\$
(d)	Eligible Inventory	\$	X	\$
(e)	Costs in excess of billings (up to [REDACTED])	\$	X	\$
	less			
(f)	Priority Claims		(\$)
	TOTAL BORROWING BASE:			\$

5. The detailed calculations and listings of Investment Grade and non-Investment Grade Eligible Receivables (together with a list of the age thereof), Canadian domiciled capital assets (together with the location of the same) and Priority Claims are each attached hereto as Exhibit 1.

[Remainder of Page Intentionally Left Blank]

The Borrower has caused this Borrowing Base Certificate to be executed and delivered, and the certification contained herein to be made, by a duly authorized officer as of the date first written above.

VERTEX RESOURCE GROUP LTD.

By: _____
Name:
Title:

EXHIBIT 1

DETAILS OF COMPONENTS OF BORROWING BASE CALCULATION

SCHEDULE D
FORM OF COMPLIANCE CERTIFICATE

TO: Royal Bank Canada (“RBC”), as Administrative Agent

AND TO: The Lenders

RE: Second Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) dated as of June 28, 2024 among Vertex Resource Group Ltd. (the “**Borrower**”), RBC and those other financial institutions which are or hereafter become lenders thereunder (the “**Lenders**”), and RBC, as administrative agent for the Lenders (the “**Agent**”)

DATE: ■

Capitalized terms used herein and not otherwise defined herein have the meanings given to them in the Credit Agreement.

This Compliance Certificate is delivered pursuant to Section 11.2(c) of the Credit Agreement.

I, _____, am the duly appointed [insert name of office] of the Borrower and hereby certify in such capacity for and on behalf of the Borrower, and not in my personal capacity and without assuming any personal liability whatsoever, after making due inquiry:

1. This Compliance Certificate applies to the Fiscal [Quarter/Year] ending _____, _____ (the “**Calculation Date**”).
2. I am familiar with and have examined the provisions of the Credit Agreement and I have made such reasonable investigations of corporate records and inquiries of other officers and senior personnel of each of the Loan Parties as I have deemed necessary for purposes of this Compliance Certificate.
3. Based on the foregoing, no Default or Event of Default has occurred and is continuing.
4. The following Swap Documents are subsisting: [Provide details, attach as schedule if needed].
5. The Net Senior Funded Debt to EBITDA Ratio as at the Calculation Date is _____:1.0, the calculations of which are outlined in Exhibit 1 hereto[, as adjusted for Permitted Acquisitions and any dispositions during the applicable period]. Based on this reported Net Senior Funded Debt to EBITDA Ratio, the interest rates and fees applicable to the

Credit Facilities determined in accordance with the Pricing Table will **[remain unchanged] [or] [increase/decrease to Level ____]** effective ____, 20__.

6. The Fixed Charge Coverage Ratio of the Borrower as at the Calculation Date is ____:1.00, the calculations of which are outlined in Exhibit 2 hereto[, **as adjusted for Permitted Acquisitions and any dispositions during the applicable period**].
7. As at the Calculation Date, the EBITDA directly attributed to the Loan Parties determined on an unconsolidated but combined basis is equal to ____% of the Borrower's EBITDA determined on a consolidated basis.
8. As at the Calculation Date, the Loan Parties legally, beneficially and directly own ____% of the Consolidated Net Tangible Assets of the Borrower.
9. The Net Syndicated Funded Debt to EBITDA Ratio as at the Calculation Date is ____:1.0, the calculations of which are outlined in Exhibit 3 hereto[, **as adjusted for Permitted Acquisitions and any dispositions during the applicable period**].

[Remainder of Page Intentionally Left Blank]

DATED at _____, Alberta effective the date and year first above written.

VERTEX RESOURCE GROUP LTD.

By: _____
Name:
Title:

EXHIBIT 1

NET SENIOR FUNDED DEBT TO EBITDA RATIO

Applicable to the Fiscal Quarter Ending _____

Section 11.3(c) Calculation of Net Senior Funded Debt to EBITDA Ratio

Consolidated Net Senior Funded Debt is calculated as follows:

A. Funded Debt:

- (1) outstanding principal balance of Syndicated Facility _____
- (2) outstanding principal balance of the Term Loan Facility _____
- (3) outstanding principal balance of the Operating Facility _____
- (4) principal portion of Capital Lease Obligations and Indebtedness secured
by purchase money Liens _____
- (5) without duplication, all other Funded Indebtedness of Borrower and its
Subsidiaries including letters of credit/guarantees _____
- (6) outstanding principal balance of Subordinated Debt _____

Total Funded Debt _____

B. Net Senior Funded Debt:

- (1) Total Funded Debt _____
- (2) Less Subordinated Debt _____
- (3) Less Unrestricted Cash up to a maximum of XXXXXXXXXX _____

Total Net Senior Funded Debt _____

C. EBITDA (adjusted for the twelve month period ending on the date of measurement) _____

Net Senior Funded Debt to EBITDA Ratio (result of B divided by C above) _____

Permitted maximum Net Senior Funded Debt to EBITDA Ratio 3.50

In Compliance

Section 3.6(c) Excess Cash Flow

Excess Cash Flow is calculated as follows:

1. EBITDA of the Borrower before Acquisition/Dispositions adjustments for a given fiscal year, less the following amounts (without duplication) to the extended added back to EBITDA: _____

- (i) cash Taxes;
- (ii) cash Interest Expense;
- (iii) Unfunded Capital Expenditures;
- (iv) scheduled principal repayments of Funded Debt actually paid;
- (v) voluntary prepayment of the Aggregate Principal Amount under the Term Loan Facility
- (vi) principal payments related to Capital Lease Obligations

Total deductions _____

Excess Cash Flow – EBITDA less total deductions

██████████

Total Excess Cash Flow Payable _____

EXHIBIT 2

FIXED CHARGE COVERAGE RATIO

Applicable to the Fiscal Quarter Ending _____

Calculation of EBITDA for Fixed Charge Coverage Ratio

EBITDA for this ratio is calculated as follows:

(1) EBITDA	_____
Less	
(i) current cash Taxes accrued in the period (whether or not paid)	_____
(ii) Unfunded Capital Expenditures	
Capital Expenditures	
Deduct that portion of Capital Expenditure funded under Capital Lease	
or other Indebtedness of the Borrower and its Subsidiaries	_____
(iii) cash Distributions	_____
(2) Subtotal	_____

A. EBITDA for Fixed Charge Coverage Ratio (result of the (1) minus (2) above)

Calculation of Fixed Charges

Fixed Charges is calculated as follows:

For Borrowers and its Subsidiaries, for such period, the sum of:

(1) Interest Expense to the extent payable in cash	_____
(2) Scheduled principal repayments under the Credit Facilities	
or any other Funded Debt.	_____

B. Fixed Charges (result of the sum of (1) through (2) above)

Section 11.3(b) Fixed Charge Coverage Ratio (result of A divided by B above)

Required minimum Fixed Charge Coverage Ratio 1.20

In Compliance

Section 11.4 (m) Calculation of Capital Expenditures

Capital Expenditures is calculated as follows:

The aggregate of all expenditures and other obligations for the period of measurement which should be capitalized under GAAP less, in each case, to the extent otherwise included:

(a) Net Proceeds from Dispositions

(b) all cash insurance proceeds and condemnation awards received on account of any Event of Loss to the extent any such amounts are actually applied to replace, repair or reconstruct the damaged Property or Property affected by the condemnation or taking in connection with such Event of Loss

Capital Expenditures (result of A minus sum of (a)-(b) above)

Capital Expenditure Limitation per Section 11.4(m)

In Compliance

EXHIBIT 3

NET SYNDICATED FUNDED DEBT TO EBITDA RATIO

Applicable to the Fiscal Quarter Ending _____

Calculation of Net Syndicated Funded Debt to EBITDA Ratio

Consolidated Net Syndicated Funded Debt is calculated as follows:

A. Funded Debt:

- (1) outstanding principal balance of Syndicated Facility
- (2) plus outstanding principal balance of the Term Loan Facility
- (3) plus outstanding principal balance of the Operating Facility
- (4) plus principal portion of Capital Lease Obligations and Indebtedness secured by purchase money Liens
- (5) plus, without duplication, all other Funded Indebtedness of Borrower and its Subsidiaries including letters of credit/guarantees
- (6) plus outstanding principal balance of Subordinated Debt
- (7) plus principal amounts outstanding under the BDC Co-Lending Facility and BDC Working Capital Facility

Total Funded Debt: _____

B. Net Syndicated Funded Debt:

- (1) Total Funded Debt
- (2) less Subordinated Debt
- (3) less Unrestricted Cash up to a maximum of [REDACTED]
- (4) less amounts outstanding under the BDC Co-Lending Facility and BDC Working Capital Facility

Total Net Syndicated Funded Debt: _____

C. EBITDA (adjusted for the twelve month period ending on the date of measurement) _____

Net Syndicated Funded Debt to EBITDA Ratio (result of B divided by C above) _____

Permitted maximum Net Syndicated Funded Debt to EBITDA Ratio 3.25

In Compliance

SCHEDULE E
FORM OF NOTICE OF BORROWING

TO: Royal Bank Canada (“RBC”), as Administrative Agent

AND TO: The Lenders

RE: Second Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) dated as of June 28, 2024 among Vertex Resource Group Ltd. (the “**Borrower**”), RBC and those other financial institutions which are or hereafter become lenders thereunder (the “**Lenders**”), and RBC, as administrative agent for the Lenders (the “**Agent**”)

DATE: ■

1. The drawdown date is the ____ day of _____, ____.
2. Pursuant to Section 5.2 of the Credit Agreement, the undersigned hereby irrevocably requests that the following Advances be made available:

FACILITY: _____

<u>Type of Advance</u>	<u>Principal Amount</u>	<u>Term</u>
Canadian Prime Rate Loan	_____	N/A
U.S. Base Rate Loan	_____	N/A
Daily Compounded CORRA Loan	_____	_____
Term CORRA Loan	_____	_____
SOFR Loan	_____	_____
Letter of Credit [indicate Cdn. \$ or U.S. \$]	_____	_____

3. As of the date of this Notice of Borrowing, no Default or Event of Default has occurred and is continuing and each of the representations and warranties of the Borrower set forth in the Documents deemed to be made on each Drawdown is true and correct as of the date of the requested Drawdown.
4. Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

SCHEDULE F
FORM OF NOTICE OF ROLLOVER OR NOTICE OF CONVERSION
OR NOTICE OF REPAYMENT

TO: Royal Bank Canada (“**RBC**”), as Administrative Agent

AND TO: The Lenders

RE: Second Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) dated as of June 28, 2024 among Vertex Resource Group Ltd. (the “**Borrower**”), RBC and those other financial institutions which are or hereafter become lenders thereunder (the “**Lenders**”), and RBC, as administrative agent for the Lenders (the “**Agent**”)

DATE: ■

Capitalized terms used herein and not otherwise defined herein have the meanings given to them by the Credit Agreement.

1. Pursuant to Section 5.4 of the Credit Agreement, the undersigned hereby irrevocably notifies the Administrative Agent that it will be:

(a) *Rolling over part or all of the Accommodation described as:*

Type of Accommodation: _____

*Principal Amount: _____

Date of Maturity: _____

into the same Accommodation described as:

Date of Maturity: _____

* if only part of maturing Advance is Rolled over, please indicate.

or;

(b) ***Converting part or all of the Accommodation described as:***

Type of Accommodation: _____

*Principal Amount: _____

Date of Maturity: _____

into the same Accommodation described as:

* if only part of maturing Advance is Converted, please indicate.

Type of Accommodation: _____

*Principal Amount: _____

Date of Maturity: _____

effective the ____ day of _____, ____.

or;

(c) ***Repaying part or all of the Advance described as:***

Type of Accommodation: _____

*Principal Amount: _____

Date of Maturity: _____

* if only part of maturing Advance is being repaid, please indicate the applicable amount being repaid including the details provided above in respect thereof and whether the balance will be Rolled over or Converted.

(d) This Notice is irrevocable.

(e) No Default or Event of Default has occurred and is continuing.

[Remainder of Page Intentionally Left Blank]

DATED at _____, Alberta effective the date and year first above written.

VERTEX RESOURCE GROUP LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULE G
LIST OF LOAN PARTIES AND DISCLOSURE INFORMATION

1. **Vertex Resource Group Ltd.**
Jurisdiction of Formation: Alberta, Canada
Location of Business and Assets: 161, 2055 Premier Way, Sherwood Park, Alberta T8H 0G2
Jurisdiction(s) of Operation/Assets: Alberta, Canada
Trade Name(s): Nil.
Assumed Name(s): Nil.
Issued and Outstanding Voting Securities: N/A – Registrar and Transfer Agent – TSX Trust Company

2. **Dominion Leasing Inc.**
Jurisdiction of Formation: Alberta, Canada
Location of Business and Assets: 161, 2055 Premier Way, Sherwood Park, Alberta T8H 0G2
Jurisdiction(s) of Operation/Assets: Alberta, British Columbia, Manitoba and Saskatchewan, Canada
Trade Name(s): Nil.
Assumed Name(s): Nil.
Issued and Outstanding Voting Securities: Vertex Resource Group Ltd. – 100 Class “A” Common

3. **Vertex Resource Services Inc.**
Jurisdiction of Formation: Nevada, USA
Location of Business and Assets: 2001 Timberloch Place, Suite 500, Houston, TX 77380
Jurisdiction(s) of Operation/Assets: Alberta, British Columbia and Saskatchewan, Canada
Montana, North Dakota, Arizona, Texas, Oklahoma, New Mexico, Louisiana, South Dakota and Minnesota, USA
Trade Name(s): Nil.
Assumed Name(s): Vertex Professional Resource Services Inc. (Texas)
Issued and Outstanding Voting Securities: Vertex USA Ltd. – 500 Common

4. **Vertex Resource Services Ltd.**
Jurisdiction of Formation: Alberta, Canada
Location of Business and Assets: 161, 2055 Premier Way, Sherwood Park, Alberta T8H 0G2
Jurisdiction(s) of Operation/Assets: Alberta, British Columbia, Manitoba and Saskatchewan, Canada
Trade Name(s): TSL Industries (Manitoba)
Assumed Name(s): 1757177 Alberta Ltd. (British Columbia)
Issued and Outstanding Voting Securities: Vertex Resource Group Ltd. – 100 Class “A” Common

5. **Vertex Professional Services Ltd.**
Jurisdiction of Formation: Alberta, Canada
Location of Business and Assets: 161, 2055 Premier Way, Sherwood Park, Alberta T8H 0G2
Jurisdiction(s) of Operation/Assets: Alberta, British Columbia, Manitoba, Ontario and Saskatchewan, Canada
Trade Name(s): Nil.
Assumed Name(s): Nil.
Issued and Outstanding Voting Securities: Vertex Resource Group Ltd. – 100 Class A

6. **Barlon Asset Management Ltd.**
Jurisdiction of Formation: Alberta, Canada
Location of Business and Assets: 161, 2055 Premier Way, Sherwood Park, Alberta T8H 0G2
Jurisdiction(s) of Operation/Assets: Alberta, British Columbia and Saskatchewan, Canada

Trade Name(s): Nil.
Assumed Name(s): Nil.
Issued and Outstanding Voting Securities: Vertex Resource Group Ltd. – 75 Class “B” Common and 75 Class “C” Preferred

7. Vertex USA Ltd.

Jurisdiction of Formation: Nevada, USA
Location of Business and/or Assets: 2001 Timberloch Place, Suite 500, Houston, TX 77380
Jurisdiction(s) of Operation/Assets: Alberta, Canada
Idaho, USA
Trade Name(s): Nil.
Assumed Name(s): Nil.
Issued and Outstanding Voting Securities: Vertex Resource Group Ltd. – 100 Common Stock

8. Westland Rentals Ltd.

Jurisdiction of Formation: Alberta, Canada
Location of Business and Assets: 161, 2055 Premier Way, Sherwood Park, Alberta T8H 0G2
Jurisdiction(s) of Operation/Assets: Alberta, Canada
Trade Name(s): Nil.
Assumed Name(s): Nil.
Issued and Outstanding Voting Securities: Vertex Resource Group Ltd. – 51 Class “A” Common Voting

SCHEDULE H
FORM OF ASSIGNMENT

TO: Royal Bank Canada (“RBC”), as Administrative Agent

AND TO: The Lenders

AND TO: The Borrower

RE: Second Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) dated as of June 28, 2024 among Vertex Resource Group Ltd. (the “**Borrower**”), RBC and those other financial institutions which are or hereafter become lenders thereunder (the “**Lenders**”), and RBC, as administrative agent for the Lenders (the “**Agent**”)

DATE: ■ (the “**Effective Date**”)

Unless otherwise indicated, capitalized terms defined in the Credit Agreement have the same meanings when used herein.

1. [Name of assignee lender] (the “**Assignee**”) acknowledges that its proper officers have received and reviewed a copy of the Credit Agreement and the other Documents and further acknowledges the provisions of the Credit Agreement and the other Documents.
2. The Assignee desires to become a Lender under the Credit Agreement. Effective on the Effective Date, [Name of assigning lender] (the “**Assignor**”) has agreed to and does hereby sell, assign and transfer to the Assignee, and the Assignee hereby irrevocably purchases and assumes, an interest in the Credit Facilities, the Assignee assumes the obligations of the Assignor in respect of the Assignor’s Individual Commitment Amount under the Credit Facilities to the extent of Cdn. \$■ of such commitment (the “**Assigned Commitment**”), and a share of the rights of the Assignor as a Lender under the Credit Agreement to the extent of the Assigned Commitment, including without limitation, a share (the “**Pro Rata Share**”) of the rights of the Assignor with respect to the Aggregate Principal Amount owing to the Assignor under the Credit Facilities equal to the proportion that the amount of the Assigned Commitment bears to Cdn. \$■ (being the amount of the Individual Commitment Amount of the Assignor on the Effective Date prior to the assignment and transfer under this Assignment) (the Assigned Commitment and such *Pro Rata Share* are referred to herein as the “**Assigned Interest**”); and, accordingly, the Assignee has agreed to execute this Assignment and deliver an original of it to the Administrative Agent.
3. The Assignee, by its execution and delivery of this Assignment, agrees that from and after the date hereof it will be a Lender under the Credit Agreement to the extent of the Assigned Commitment and the Rateable Portion and agrees to be bound by and to perform, where

required, all of the terms, conditions and covenants of the Credit Agreement and the other Documents applicable to a Lender; but its liability to make Advances will be limited to its share of such Advances based upon its Individual Commitment Amount identified in paragraph 4 below, subject to the provisions of the Credit Agreement.

4. The Assignee confirms that its Individual Commitment Amount under the Credit Facilities will be as follows:

[State amount in Canadian Dollars.]

5. The Assignee agrees to assume all liabilities and obligations of the Assignor as a Lender under the Credit Agreement and the other Documents to the extent of the Assigned Interest as provided for herein and the Assignor is hereby released and discharged from such obligations and liabilities to the same extent but only in respect of such obligations and liabilities arising from and after the Effective Date.
6. The Assignor: (a) represents and warrants that: (i) it is the legal and beneficial owner of the Assigned Interest; (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim; and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to: (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Document; (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Documents; (iii) the financial condition of any of the Loan Parties or any other Person obligated in respect of any Document; or (iv) the performance or observance by any of the Loan Parties or any other Person of any of their respective obligations under any Document.
7. The Assignee: (a) represents and warrants that: (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement; and (ii) it has received a copy of the Credit Agreement, copies of the most recent financial statements of the Borrower delivered pursuant to the Credit Agreement and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender; and (b) agrees that: (i) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder; (ii) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Documents; and (iii) it will perform in accordance with their terms all of the obligations which by the terms of the Documents are required to be performed by it as a Lender.

8. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to, on or after the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.
9. Notices will be given to the Assignee in the manner provided for in the Credit Agreement at the following address:
 -

Attention: ■
Facsimile: ■.
10. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Assignment. This Assignment shall be governed by, and construed in accordance with, the Laws in force in the Province of Alberta from time to time.

[Remainder of Page Intentionally Left Blank]

DATED at _____, _____ effective the date and year first above written.

[NAME OF ASSIGNEE]

By: _____

Name:

Title:

* * *

The Assignor hereby acknowledges the above Assignment and agrees that its Individual Commitment Amount is reduced by an amount equal to the commitment assigned to the assignee hereby.

DATED at _____, Alberta effective the date and year first above written.

[NAME OF ASSIGNOR]

By: _____

Name:

Title:

Consented to and acknowledged effective the date and year first above written by:

**VERTEX RESOURCE GROUP LTD.
[while no Default or Event of Default
exists]**

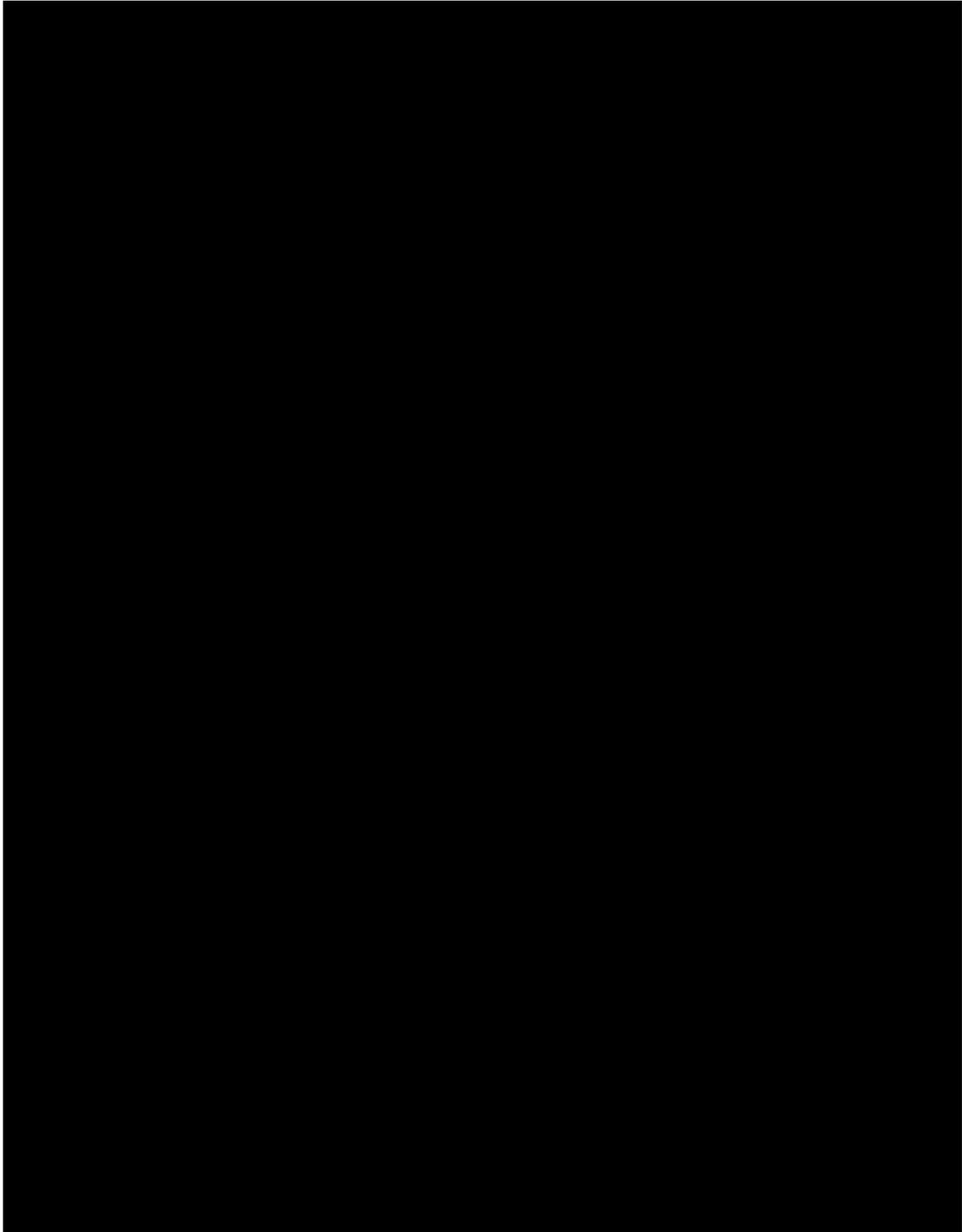
By: _____

Name:

Title:

**SCHEDULE I
LEASED PROPERTIES**

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.
- 22.



23.

24.

25.

26.



SCHEDULE J
FORM OF REQUEST FOR OFFER OF EXTENSION

TO: Royal Bank Canada (“RBC”), as Administrative Agent

DATE: ■

Dear Sirs/Mesdames:

Vertex Resource Group Ltd. (the “**Borrower**”), RBC and those other financial institutions which are or hereafter become lenders thereunder (the “**Lenders**”), and RBC, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Agent**”) are parties to a second amended and restated credit agreement dated June 28, 2024 (such credit agreement, as it may be amended, supplemented or otherwise modified or restated from time to time, the “**Credit Agreement**”).

We hereby give notice of our request for an offer of extension of the Termination Date to ■ pursuant to Section 3.4 of the Credit Agreement.

As of the date hereof, there exists no Default or Event of Default, except those set out below which have been expressly disclosed to and waived or agreed to by the Lenders.

DATED at _____, Alberta effective the date and year first above written.

Yours very truly,

VERTEX RESOURCE GROUP LTD.

Per: _____

