

**FIRST AMENDING AGREEMENT**

**THIS FIRST AMENDING AGREEMENT** is made effective as of August 31, 2022,

**BETWEEN:**

**BADGER INFRASTRUCTURE SOLUTIONS LTD., and  
BADGER DAYLIGHTING LIMITED PARTNERSHIP**  
collectively as the Canadian Borrower

- and -

**BADGER DAYLIGHTING CORP.,**  
as the US Borrower

- and -

**THE TORONTO-DOMINION BANK,**  
and those other banks and financial institutions party to the Credit Agreements,  
as Lenders

- and -

**THE TORONTO-DOMINION BANK,**  
as Canadian Administrative Agent

- and -

**TORONTO DOMINION (TEXAS) LLC,**  
as US Administrative Agent

- and -

**THE TORONTO-DOMINION BANK,**  
as Collateral Agent

**PREAMBLE:**

- A. Pursuant to the third amended and restated credit agreement dated October 7, 2021 (the “**Credit Agreement**”) between the Borrowers (as defined therein), the Lenders party thereto, the Administrative Agents and the Collateral Agent, the Lenders made the Credit Facilities available to the Borrowers.
- B. The Parties wish to amend the Credit Agreement to (i) add Badger Daylighting Limited Partnership as a new Canadian Borrower, (ii) add TD Bank, N.A. (the “**New Lender**”) as a Lender, and (iii) make such further amendments set forth herein, in each case on the terms and conditions herein provided.

**AGREEMENT:**

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which his hereby acknowledged, the parties hereto (the “**Parties**”) agree as follows:

1. **Definitions.** Capitalized terms used in this First Amending Agreement will, unless otherwise defined herein, have the meanings attributed to such terms in the Credit Agreement, as amended

by this First Amending Agreement (the “**Amended Credit Agreement**”). “**Effective Date**” has the meaning ascribed thereto in Section 2(e)(x) of this First Amending Agreement.

2. **Amendments.** As of the Effective Date, the Parties agree as follows:

- (a) TD, Bank, N.A. shall hereinafter be the US Swingline Lender and all references in any Credit Document to “US Swingline Lender” shall be deemed to be references to TD, Bank, N.A. in such capacity.
- (b) Badger Daylighting Limited Partnership shall hereinafter be a Canadian Borrower and all references to “Canadian Borrower” in any Credit Document, including in Section 1.1 of the Credit Agreement, shall be deemed to include a reference to each of Badger Infrastructure Solutions Ltd. and Badger Daylighting Limited Partnership, or both of them, as the context requires.
- (c) Each of the following is hereby amended by deleting each reference therein to “LIBOR Advance” or “LIBOR Advances”, as applicable, and replacing each such reference with a reference to “SOFR Advance” or “SOFR Advances”, as applicable:
  - (i) the definitions of “Advance”, “Outstanding Principal” and “Rollover”, in Section 1.1 of the Credit Agreement; and
  - (ii) Sections 1.9, 2.4(b), 2.6(b), 2.11(d), 2.15 (including the heading thereof), 2.16, 2.18 (including the heading thereof), 2.19 (including the heading thereof), 2.20 (including the heading thereof), 2.38(f)(i), 3.1, 3.2, 3.3, 12.6, and 12.7.
- (d) Each of the following is hereby amended by deleting each reference therein to “LIBOR Interest Period” or “LIBOR Interest Periods Advances”, as applicable, and replacing each such reference with a reference to “SOFR Interest Period” or “SOFR Interest Periods”, as applicable:
  - (i) Sections 2.16 (including the heading thereof).
- (e) Section 1.1 of the Credit Agreement is hereby amended by:
  - (i) adding each of the following thereto as new definitions, in each case, in correct alphabetical order:

“**Adjusted Daily Simple SOFR**” means an interest rate per annum equal to the sum of (i) Daily Simple SOFR and (ii) 0.10% (10.0 basis points), provided that, if Adjusted Daily Simple SOFR so determined is less than the Floor, then Adjusted Daily Simple SOFR will be deemed to be the Floor.

“**Adjusted Term SOFR**” means an interest rate per annum equal to the sum of Term SOFR and the SOFR Credit Spread Adjustment provided that, if Adjusted Term SOFR so determined is less than the Floor, then the Adjusted Term SOFR for such period will be deemed to be the Floor.

“**Daily Simple SOFR**” means, for any day, a rate per annum equal to SOFR for the day, with the conventions for this rate (which will include a lookback) being established by the Administrative Agents in accordance with the conventions for

this rate recommended by the SOFR Relevant Governmental Body for determining “Daily Simple SOFR” for syndicated business loans; provided, that if the Administrative Agents decide that any such convention is not administratively feasible for the Administrative Agents, then the Administrative Agents may establish another convention in its reasonable discretion.

“**First Amendment Date**” means August 31, 2022.

“**Floor**” means zero per annum.

“**Permitted Sale and Leasebacks**” means the sale by a Borrower or Restricted Subsidiary of real property in Alberta and/or Indiana to a Person and the subsequent lease of the same property back from such Person, provided that (a) the fair market value of all such transactions shall not at any time exceed US\$20,000,000; and (b) no Default or Event of Default exists at the time of such sale or could reasonably be expected to result therefrom.

“**Receivables Financing Agreement**” means the receivables purchase agreement dated August 31, 2022 among Canadian Imperial Bank of Commerce, as purchaser, Badger Infrastructure Solutions Ltd., Badger Daylighting Limited Partnership and Badger Daylighting Corp., as initial sellers, and each other Person which is from time to time a seller thereon, as amended, restated, supplemented or otherwise modified from time to time.

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

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

“**SOFR Advance**” means an Advance in US Dollars bearing interest in accordance with Section 4.4.

“**SOFR Available Tenor**” means, as of any date of determination and with respect to the then-current SOFR Benchmark, as applicable, (x) if such SOFR Benchmark is a term rate (including Adjusted Term SOFR), any tenor for such SOFR Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such SOFR Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such SOFR Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such SOFR Benchmark that is then-removed from the definition of “SOFR Interest Period” pursuant to Section 12.21(d).

“**SOFR Benchmark**” means, initially, the Term SOFR Reference Rate; provided that if a SOFR Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current SOFR Benchmark, then “SOFR Benchmark” means the applicable SOFR Benchmark Replacement to the extent that such SOFR Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 12.21(a).

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

- (a) Adjusted Daily Simple SOFR; or
- (b) the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agents and the US 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 SOFR Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current SOFR Benchmark for US Dollar-denominated syndicated credit facilities at such time and (ii) the related SOFR Benchmark Replacement Adjustment.

If the SOFR Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the SOFR Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Credit Documents.

**“SOFR Benchmark Replacement Adjustment”** means, with respect to any replacement of the then-current SOFR Benchmark with an Unadjusted SOFR 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 Agents and the Borrowers 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 SOFR Benchmark with the applicable Unadjusted SOFR Benchmark Replacement by the SOFR Relevant Governmental Body 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 SOFR Benchmark with the applicable Unadjusted SOFR Benchmark Replacement for US Dollar-denominated syndicated credit facilities at such time.

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

- (a) in the case of clause (a) or (b) of the definition of “SOFR 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 SOFR Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all SOFR Available Tenors of such SOFR Benchmark (or such component thereof); or
- (b) in the case of clause (c) of the definition of “SOFR Benchmark Transition Event,” the first date on which such SOFR Benchmark (or the published

component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such SOFR 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) and even if any SOFR Available Tenor of such SOFR Benchmark (or such component thereof) continues to be provided on such date.

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

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

- (a) a public statement or publication of information by or on behalf of the administrator of such SOFR Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all SOFR Available Tenors of such SOFR Benchmark (or such component thereof), in each case, permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any SOFR Available Tenor of such SOFR Benchmark (or such component thereof);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such SOFR Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, the Term SOFR Administrator, an insolvency official with jurisdiction over the administrator for such SOFR Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such SOFR Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such SOFR Benchmark (or such component), which states that the administrator of such SOFR Benchmark (or such component) has ceased or will cease to provide all SOFR Available Tenors of such SOFR 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 any SOFR Available Tenor of such SOFR Benchmark (or such component thereof); or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of such SOFR Benchmark (or the published component used in the calculation thereof) announcing that all SOFR Available Tenors of such SOFR Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a “SOFR Benchmark Transition Event” will be deemed to have occurred with respect to any SOFR Benchmark if a public

statement or publication of information set forth above has occurred with respect to each then-current SOFR Available Tenor of such SOFR Benchmark (or the published component used in the calculation thereof).

**“SOFR Benchmark Unavailability Period”** means, the period (if any) (a) beginning at the time that a SOFR Benchmark Replacement Date has occurred if, at such time, no SOFR Benchmark Replacement has replaced the then-current SOFR Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 12.21 and (b) ending at the time that a SOFR Benchmark Replacement has replaced the then-current SOFR Benchmark for all purposes hereunder and under any Credit Document in accordance with Section 12.21.

**“SOFR Conforming Changes”** means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any SOFR Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “US Base Rate,” the definition of “Business Day,” the definition of “U.S. Government Securities Business Day,” the definition of “SOFR Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods and other technical, administrative or operational matters) that the Administrative Agents decide may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agents in a manner substantially consistent with market practice (or, if the Administrative Agents decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agents determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Credit Documents).

**“SOFR Credit Spread Adjustment”** means: [PERCENTAGE REDACTED] per annum.

**“SOFR Interest Period”** means, as to any SOFR Advance, the period commencing on the date of such SOFR Advance and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (in each case, subject to the availability thereof), or such shorter or longer period as may be agreed by all of the Lenders, as specified in the applicable Drawdown Notice or Rollover Notice Rollover or Conversion Notice, as applicable; provided that (i) the last day of each SOFR Interest Period shall be also the first day of the next SOFR Interest Period whether with respect to the same or another SOFR Advance, (ii) the last day of each SOFR Interest Period shall be a Business Day and, if the last day of a SOFR Interest Period selected by the relevant Borrower is not a Business Day, such Borrower shall be deemed to have selected a SOFR Interest Period the last day of which is the Business Day next following the last day of the SOFR Interest Period selected unless such next following Business Day falls in the next calendar month in which event such Borrower shall be deemed to have selected a SOFR Interest Period the last day of which is the Business Day immediately preceding the last day of the SOFR Interest Period selected by such

Borrower, (iii) any SOFR Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such SOFR Interest Period) shall end on the last Business Day of the last calendar month of such SOFR Interest Period, (iv) no SOFR Interest Period shall extend beyond the Maturity Date and (v) no tenor that has been removed from this definition pursuant to Section 12.21(d) shall be available for specification in such Drawdown Notice or Rollover Notice or Conversion Notice, as applicable (except for as may be agreed by all of the Lenders).

“**Term SOFR**” means,

- (a) for any calculation with respect to a SOFR Advance, the Term SOFR Reference Rate for a tenor comparable to the applicable SOFR Interest Period on the day (such day, the “**Periodic Term SOFR Determination Day**”) that is two (2) US Government Securities Banking Days prior to the first day of such SOFR 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 SOFR 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 US Government Securities Banking Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding US Government Securities Banking Day is not more than three (3) US Government Securities Banking Days prior to such Periodic Term SOFR Determination Day, and
- (b) for any calculation with respect to an US Base Rate Advance on any day, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the “**US Base Rate Term SOFR Determination Day**”) that is two (2) US Government Securities Banking 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 US 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 SOFR 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 US Government Securities Banking Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding US Government Securities Banking Day is not more than three (3) US Government Securities Banking Days prior to such US 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 Administrator”** means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agents in their reasonable discretion).

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

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

**“US Government Securities Banking 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.

- (ii) the definition of “Applicable Margin” is hereby amended by:
  - (I) replacing each reference therein to “LIBOR” with a reference to “Adjusted Term SOFR”; and
  - (II) replacing reference therein to “LIBOR Advances” with a reference to “SOFR Advances”.
- (iii) the definition of “Business Day” is hereby deleted in its entirety and replaced with the following:

**“Business Day”** means a day other than a Saturday, Sunday or statutory holiday on which banking institutions are open for business in Calgary, Alberta and Toronto, Ontario, and in respect of any payments made hereunder in US Dollars, a day on which banking institutions are also open for business in New York, NY, provided that in relation to a SOFR Advance or any other calculation or determination involving SOFR (or any derivative thereof), such day is also a US Government Securities Banking Day.
- (iv) the definition of Canadian Swingline Limit is hereby amended by deleting the reference therein to “Cdn\$20,000,000” and replacing it with a reference to “Cdn\$40,000,000”.
- (v) the definition of Debt is hereby amended by adding the following to the end thereof: “and (vii) obligations and liabilities under the Receivables Financing Agreement, or related to the receivables and assets sold thereunder, provided that such obligations and liabilities do not exceed, in the aggregate, US\$45,000,000, provided that and as long as no such obligations are classified as indebtedness (or any similar term) under IFRS”.
- (vi) deleting the definition of Financial Instrument Obligations in Section 1.1. of the Credit Agreement in its entirety and replacing it with the following:

**“Financial Instrument Obligations”** means all indebtedness, liabilities or obligations (including negative mark-to-market on Financial Instruments) arising under Financial Instruments entered into by the applicable Credit Party to the extent of the net amount due or accruing due by the applicable Credit Party thereunder.

(vii) The definition of Maturity Date is hereby amended by deleting the reference therein to “October 7, 2026” and replacing it with “the fifth anniversary of the First Amendment Date”.

(viii) the definition of Permitted Disposition is hereby amended by adding the following thereto as new clauses (b.1) and (b.2):

“(b.1) the sale of “Purchased Receivables” (as defined in the Receivables Financing Agreement as in effect on the First Amendment Date) in accordance with the terms of such Receivables Financing Agreement;

(b.2) Permitted Sale and Leasebacks;”.

(ix) the definition of Permitted Encumbrances is hereby amended by:

(I) replacing the reference in clause (e) thereof to “seven and one-half percent (7.5%)” with a reference to “ten percent (10%)”;

(II) adding the following thereto as new clauses (k.1), (k.2) and (k.3):

“(k.1) Security Interests securing indemnity obligations in respect of surety/performance bonds in the ordinary course of business, provided that: (i) the aggregate principal amount of all obligations secured under this clause (k.1) does not exceed, in aggregate, \$15,000,000 for all Credit Parties at the time such Security Interests are created, incurred or assumed; and (ii) no Default or Event of Default exists at the time such Security Interests are created, incurred or assumed;

(k.2) Security Interests arising from Permitted Sale and Leasebacks;

(k.3) Security Interests on accounts receivable, payables or securitization assets and any related assets created or incurred in connection with the Receivables Financing Agreement; provided that no such Security Interests shall extend to any other assets of the Borrowers or the Restricted Subsidiaries;”.

(x) the definition of Permitted Indebtedness is hereby amended by deleting clause (b) in its entirety and replacing it with the following:

- “(b) all Debt of the Credit Parties incurred pursuant to or in connection with Permitted Sale and Leasebacks;”.
- (xi) the definition of US LC Limit is hereby deleted in its entirety and replacing it with the following:  
“**US LC Limit**” means US\$10,000,000 (or the Equivalent Amount in Canadian Dollars).”.
- (xii) the definition of US Swingline Lender is hereby deleted in its entirety and replacing it with the following:  
“**US Swingline Lender**” means TD Bank, N.A. in respect of Advances made by it to the US Borrower under the US Swingline Facility, and its successors in such capacity.
- (xiii) the definition of US Swingline Limit is hereby deleted in its entirety and replacing it with the following:  
“**US Swingline Limit**” means US\$10,000,000 (or the Equivalent Amount in Canadian Dollars).
- (xiv) deleting each of the following definitions in their entirety:
- (I) “LIBOR”;
  - (II) “LIBOR Advance”; and
  - (III) “LIBOR Interest Period”.
- (f) Section 2.17 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:  
“**2.17 Inability to Determine Rates – SOFR Advances**  
Subject to Section 12.21, if, on or prior to the first day of any SOFR Interest Period for any SOFR Advance:
- (a) the Administrative Agents determine (which determination shall be conclusive and binding absent manifest error) that “Adjusted Term SOFR” cannot be determined pursuant to the definition thereof, or
  - (b) the Majority Lenders determine that for any reason in connection with any Drawdown Notice or Rollover Notice or Conversion Notice that Adjusted Term SOFR for any requested SOFR Interest Period with respect to such proposed SOFR Advance does not adequately and fairly reflect the cost to such Lenders of making and maintaining such SOFR Advance, and the Majority Lenders have provided notice of such determination to the Administrative Agents,
- the Administrative Agents will promptly so notify the Borrowers and each Lender.

Upon notice thereof by the Administrative Agents to the Borrowers, any obligation of the Lenders to make SOFR Advances shall be suspended (to the extent of the affected SOFR Advances or affected SOFR Interest Periods) until the Administrative Agents (with respect to clause (b) above, at the instruction of the Majority Lenders) revokes such notice. Upon receipt of such notice, (i) the Borrowers may revoke any pending Drawdown Notice or Rollover Notice or Conversion Notice, as applicable (to the extent of the affected SOFR Advances or affected SOFR Interest Periods) or, failing that, the Borrowers will be deemed to have converted any such request into a request for a US Base Rate Advance in the amount specified therein and (ii) any outstanding affected SOFR Advance will be deemed to have been converted into US Base Rate Advance at the end of the applicable SOFR Interest Period. Upon any such Conversion, the Borrowers shall also pay accrued interest on the amount so converted, together with any applicable breakage costs.”

- (g) Section 2.24 of the Credit Agreement is hereby amended by adding the following as a new paragraph at the end thereof:

“The parties acknowledge that on May 16, 2022, Refinitiv Benchmark Services (UK) Limited (“**RBSL**”), the administrator of the CDOR Rate, announced in a public statement that the calculation and publication of all tenors of the CDOR Rate will permanently cease immediately following a final publication on Friday, June 28, 2024 (the “**CDOR Cessation Date**”). The parties hereto hereby agree to amend this Agreement after the First Amendment Date but prior to the CDOR Cessation Date in order to implement an appropriate alternative rate (the “**Alternative Rate**”) for the CDOR Rate (which Alternative Rate may include the Canadian Overnight Repo Rate Average (“**CORRA**”), and, in particular, a term CORRA rate, to the extent available) together with any such consequential adjustments to such Alternative Rate and the spread thereon (including to the Business Day convention, payment dates and related provisions and definitions), that are consistent with accepted market practice or applicable regulatory or legislative action or guidance for the use of such Alternative Rate for comparable senior debt obligations.”

- (h) Section 4.4 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

**“4.4 Interest on SOFR Advances**

The applicable Borrower shall pay to the applicable Administrative Agent (on behalf of each applicable Lender in the case of SOFR Advances under the applicable Syndicated Facility) or to the applicable Swingline Lender (in the case of SOFR Advances under the applicable Swingline Facility) interest on each SOFR Advance in US Dollars at a rate per 360 day period equal to Adjusted Term SOFR plus the Applicable Margin. Such interest is payable on the last day of the applicable SOFR Interest Period and, if the SOFR Interest Period is longer than three months, then interest is payable every three months thereafter. All interest shall accrue from day to day and shall be payable in arrears for the actual number of days elapsed from and including the date of the SOFR Advance or the previous date on which interest was payable, as the case may be, to but excluding the date on which interest is payable or the last day of the SOFR Interest Period, as the case may be, both before and after maturity, demand, default and judgment, with interest on overdue principal and interest at the same rate payable on demand. Interest calculated with reference to a SOFR Advance shall be calculated on the basis of a year of 360 days and for a term equal to the applicable SOFR Interest Period or, if a SOFR Interest Period is longer than three months, every three months and at the end of the SOFR Interest Period. In this Agreement,

each rate of interest which is calculated with reference to a period (the “deemed interest period”) that is less than the actual number of days in the calendar year of calculation is, for the purposes of the *Interest Act* (Canada), equivalent to a rate based on a calendar year calculated by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing by the number of days in the deemed interest period.”

- (i) Section 5.8 of the Credit Agreement is hereby amended by adding the following to the end thereof:

“The parties acknowledge and agree that, with respect to subparagraph (b.1) of the definition of “Permitted Dispositions” only, the Security Interests provided under the applicable Loan Documents shall be automatically released by the Collateral Agent at the time of the sale of the “Purchased Receivables” (as defined in the Receivables Financing Agreement as in effect on the First Amendment Date) without any further action by any of the parties hereto. The Borrowers shall be authorized to provide to a purchaser under the Receivables Financing Agreement a copy of this clause, of sub-paragraph (b.1) of the definition of Permitted Dispositions and of the definition of “Receivables Financing Agreement”, and the purchaser shall be entitled to rely on such provisions, which shall not be amended without the consent of such purchaser. For certainty, any assets repurchased under Article 10 of the Receivables Financing Agreement shall after such re-purchase become subject to the Security Interests provided under the applicable Loan Documents.”

- (j) Section 8.10(c) of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“(c) the Borrowers shall not use any Advances under the Credit Facilities to make any payment in respect of any interest, fees, principal or other amounts payable under or in respect of any Unsecured Bonds, Permitted Secured Notes, Permitted Subordinated Debentures or any Permitted Sale and Leasebacks.”

- (k) Section 8.11 of the Credit Agreement is hereby deleted in its entirety and replaced with the following:

“So long as any Credit Obligations remain outstanding or any Commitment remains in effect, without the prior written consent of the Administrative Agents acting on the instructions of the Majority Lenders (acting reasonably), the Borrowers shall not and shall not permit any other Credit Party to effect any modification to any principal document relating to (a) any Unsecured Bonds or Permitted Subordinated Debentures if such modification would cause such agreement to no longer conform to the definitions of Unsecured Bonds or Permitted Subordinated Debentures, respectively, or (b) the Receivables Financing Agreement if such modification would (A) cause the amount being sold financed thereunder to exceed US\$45,000,000, or the maximum aggregate invoice value of receivables and other assets sold (but not yet collected) thereunder to exceed such threshold, or (B) require the proceeds of any sale thereunder to trigger a mandatory prepayment of any Credit Obligations under any Credit Facility.”

- (l) Section 8.11 of the Credit Agreement is hereby amended by adding the words “and the Permitted Receivables Agreement” to the end of the title thereto

- (m) Section 12.21 of the Credit Agreement is hereby deleted in its entirety and replaced with the provisions set forth Exhibit “1” attached hereto.

- (n) Schedule “A” to the Credit Agreement is hereby deleted in its entirety and replaced with Exhibit “2” attached hereto.
3. **Acknowledgement re: 2014 Senior Secured Notes.** Each of the Parties hereby acknowledges that the 2014 Senior Secured Notes have been repaid in full and the Credit Agreement and all other Credit Documents shall be read accordingly, without giving effect to references to the 2014 Senior Secured Noteholders, 2014 Senior Secured Notes, 2014 Senior Secured Note Documents, 2014 Senior Secured Note Guaranty, 2014 Senior Secured Note Indemnity Agreement and 2014 Senior Secured Note Purchase Agreement, with all necessary adjustments having been deemed to be made. The Parties agree that the Credit Agreement will hereinafter be interpreted accordingly notwithstanding any terms of the Credit Documents to the contrary.
4. **Conditions Precedent.** This First Amending Agreement shall become effective at such time on such date (the “**Effective Date**”) as the following conditions precedent shall have been satisfied:
- (a) the Administrative Agents shall have received, each in full force and effect and in form and substance satisfactory to the Lenders, the following:
    - (i) this First Amending Agreement duly executed and delivered by the Borrowers;
    - (ii) a confirmation and acknowledgement of guarantees and security from each of the Credit Parties; and
    - (iii) a certificate of status or equivalent in respect of each Borrower;
  - (b) the Administrative Agents and the Lenders shall have received satisfactory *pro forma* financial projections in respect of the Credit Parties for the next following 5-year period;
  - (c) the Administrative Agents shall have received a certified copy of the Receivables Financing Agreement, which shall be on terms and conditions satisfactory to the Lenders; and
  - (d) the Borrowers shall have paid all fees and expenses then due in respect of this First Amending Agreement.
5. **New Lender.**
- (a) **Addition of New Lender.** The Parties hereby confirm and agree that, from and after the date hereof, the New Lender shall be a Lender for all purposes of the Amended Credit Agreement and the other Credit Documents, having the Commitment described in Exhibit “3” hereto. All references herein or in the Amended Credit Agreement and the other Credit Documents to “Lenders” or a “Lender” shall be deemed to include the New Lender. The New Lender hereby agrees that it will be bound by the Amended Credit Agreement and the other Credit Documents as a Lender to the extent of its Commitment.
  - (b) **The Administrative Agents.** Without in any way limiting the other provisions hereof, the New Lender irrevocably appoints and authorizes the Administrative Agents to take such action as agent on its behalf and to exercise such powers under the Amended Credit Agreement and the other Credit Documents as are delegated to the Administrative Agents by the terms thereof, together with such powers as are reasonably incidental thereto, all in accordance with the provisions of the Amended Credit Agreement.

- (c) **Independent Credit Decision.** The New Lender acknowledges to the Administrative Agents that such New Lender 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 Borrowers and their Subsidiaries, all of the matters and transactions contemplated herein and in the Amended Credit Agreement and other Credit Documents and all other matters incidental to the Amended Credit Agreement and the other Credit Documents. The New Lender confirms with the Administrative Agents that it does not rely, and it will not hereafter rely, on the Administrative Agents: (i) to check or inquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Borrowers, their Subsidiaries or any other person under or in connection with the Amended Credit Agreement and other Credit Documents or the transactions therein contemplated (whether or not such information has been or is hereafter distributed to it by the Administrative Agents); or (ii) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Credit Parties.

The New Lender acknowledges to the Administrative Agents that a copy of the Amended Credit Agreement (including a copy of the Schedules annexed thereto) has been made available to it for review and further acknowledges and agrees that it has received copies of such other Credit Documents and such other information that it has requested for the purposes of its investigation and analysis of all matters related to this Agreement, the Amended Credit Agreement, the other Credit Documents and the transactions contemplated hereby and thereby. The New Lender acknowledges to the Administrative Agents that it is satisfied with the form and substance of the Amended Credit Agreement (as amended and supplemented hereby) and the other Credit Documents.

6. **New Canadian Borrower.** Each of the Canadian Borrowers agree and confirm to the Administrative Agents and the Lenders that the liabilities and obligations of the Canadian Borrowers under the Credit Agreement and the other Credit Documents to which the Canadian Borrowers are a party are joint and several as between each Canadian Borrower and all consents, waivers, notices and other action required, made, given or received by the Canadian Borrower under the Credit Agreement or any of the other Credit Documents will be deemed to be required, made, given or received by all of the Canadian Borrowers if required, made, given or received by one or more of the Canadian Borrowers. The Parties agree that the Credit Agreement will hereinafter be interpreted accordingly notwithstanding any terms of the Credit Agreement to the contrary.
7. **Outstanding Advances.** Notwithstanding the amendments to the Existing Credit Agreement pursuant to this Agreement, all LIBOR Advances (as defined in the Credit Agreement, unamended by this Agreement) which are outstanding immediately before giving effect hereto (collectively, the “**Continuing LIBOR Based Advances**”) will remain unchanged until the maturity date thereof and shall be, and are hereby deemed to be, governed by the provisions governing LIBOR Advances as set forth in the Credit Agreement (for certainty, unamended by this Agreement). From and after First Amendment Date, any Rollover of any Continuing LIBOR Based Advance shall be deemed to be a Conversion of such Continuing LIBOR Based Advance into a SOFR Advance under the terms of the Amended Credit Agreement. For certainty, LIBOR Based Advances (as defined in the Existing Credit Agreement, unamended by this Agreement) shall cease to be available for Drawdown on the Effective Date.
8. **Representations and Warranties.** To confirm each Lender’s understanding concerning the Borrowers and each other Credit Party and their businesses, properties and obligations, and to

induce the Administrative Agents and each Lender to enter into this First Amending Agreement, the Borrowers hereby reaffirm to the Administrative Agents and each Lender that, as of Effective Date, its representations and warranties contained in Section 7.1 of the Amended Credit Agreement, and except to the extent such representations and warranties relate solely to an earlier date, are true and correct in all material respects and additionally represents and warrants as follows on the Effective Date:

- (a) the execution and delivery of this First Amending Agreement and the performance by it of its obligations under the Amended Credit Agreement (i) are within its powers, (ii) have been duly authorized by all necessary action, (iii) have received all necessary governmental approvals (if any required), and (iv) do not and will not contravene or conflict with any provision of Applicable Law or of its constating documents or by-laws;
  - (b) the Amended Credit Agreement is a legal, valid and binding obligation of it, enforceable in accordance with its terms except as such enforcement may be limited by applicable bankruptcy, insolvency, reorganization, winding-up, moratorium or similar laws relating to the enforcement of creditors' rights generally and by general principles of equity; and
  - (c) no Default or Event of Default has occurred and is continuing.
9. **Continuing Effect.** Each party hereto acknowledges and agrees that the Amended Credit Agreement, the Credit Documents and all other documents entered into in connection therewith, will be and continue in full force and effect and are hereby confirmed and the rights and obligations of all parties thereunder will not be affected or prejudiced in any manner except as specifically provided herein.
10. **Further Assurances.** The Borrowers will from time to time forthwith at the Administrative Agents' request and at the Borrowers' own cost and expense make, execute and deliver, or cause to be done, made, executed and delivered, all such further documents, financing statements, assignments, acts, matters and things which may be reasonably required by the Administrative Agents and as are consistent with the intention of the Parties as evidenced herein, with respect to all matters arising under this First Amending Agreement.
11. **Expenses.** The Borrowers will pay or reimburse the Administrative Agent and the Lenders, as applicable, for the 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 Agents and the Lenders, as applicable, in connection with the negotiation, preparation, execution and maintenance of this First Amending Agreement and the Amended Credit Agreement.
12. **Counterparts/Electronic Execution.** This First Amending Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which when executed and delivered will be deemed to be an original, but all of which when taken together constitutes one and the same instrument. Any party hereto may execute this First Amending Agreement by signing any counterpart. The words "execution", "execute", "executed", "signed", "signature" and words of like import in this First Amending Agreement or in or related to any document to be signed in connection with this First Amending 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* (British Columbia), 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 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 each Party agrees to promptly provide any such required signature page); 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.

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

**BADGER INFRASTRUCTURE SOLUTIONS LTD.**

By: [signed: Darren Yaworsky]  
Darren Yaworsky  
Senior Vice President, Finance  
& Chief Financial Officer

**BADGER DAYLIGHTING LIMITED  
PARTNERSHIP by its general partner BADGER  
INFRASTRUCTURE SOLUTIONS LTD.**

By: [signed: Darren Yaworsky]  
Darren Yaworsky  
Senior Vice President, Finance  
& Chief Financial Officer

**BADGER DAYLIGHTING CORP., as US Borrower**

By: [signed: Darren Yaworsky]  
Darren Yaworsky  
Senior Vice President, Finance  
& Chief Financial Officer

**THE TORONTO-DOMINION BANK**, as  
Canadian Administrative Agent on behalf of  
the Lenders

By: [signed: Neda Heidapour]  
Name: Neda Heidapour  
Title: Vice President, Loan Syndications - Agency

**TORONTO-DOMINION (TEXAS) LLC**,  
as US Administrative Agent on behalf of the  
Lenders

By: [signed: John McPherson]  
Name: John McPherson  
Title: Authorized Signatory

**THE TORONTO-DOMINION BANK,  
NEW YORK BRANCH**, as a Lender

By: *[signed: John McPherson]*

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Name: John McPherson

Title: Authorized Signatory

**THE TORONTO-DOMINION BANK**, as a  
Lender

By: *[signed: Derek Wride]*

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Name: Derek Wride

Title: Director

By: *[signed: Megan Deis]*

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Name: Megan Deis

Title: Sr Manager, Commercial Credit

**CANADIAN IMPERIAL BANK OF  
COMMERCE**, as a Lender

By: *[signed: Martin Danaj]*

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Name: Martin Danaj

Title: Executive Director

By: *[signed: Stephen Redding]*

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Name: Stephen Redding

Title: Managing Director

**THE BANK OF NOVA SCOTIA**, as a  
Lender

By: *[signed: Kevin McConnell]*

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Name: Kevin McConnell

Title: Director, National Accounts

By: *[signed: Ngan Thai]*

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Name: Ngan Thai

Title: Director, Execution, National Accounts

**BANK OF MONTREAL**, as a Lender

By: *[e-signed: Duc Nguyen]*

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Name: Duc Nguyen

Title: Director

By: *[e-signed: David O'Hara]*

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Name: David O'Hara

Title: Managing Director

**BANK OF MONTREAL, CHICAGO  
BRANCH**, as a Lender

By: *[signed: Jeff Danielsen]*

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Name: Jeffrey S. Danielsen

Title: US Field Manager

**BANK OF AMERICA, N.A., CANADA  
BRANCH**, as a Lender

By: *[signed: David Rafferty]*

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Name: David Rafferty

Title: Senior Vice President

**CITIBANK N.A., CANADIAN BRANCH,**  
as a Lender

By: *[signed: Casey Coates]*

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Name: Casey Coates

Title: Country Head – Canada Citi  
Commercial Bank

By: *[signed: Casey Coates]*

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Name: Casey Coates

Title: Director

**TD BANK, N.A.**, as a Lender

By: [signed: *Richard Limmerman*]

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Name: Richard A. Limmerman

Title: Managing Director

**THE TORONTO-DOMINION BANK**, as  
Collateral Agent

By: *[signed: Neda Heidarpour]*

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Name: Neda Heidarpour

Title: Vice President, Loan Syndications - Agency

**EXHIBIT “1”  
TO THE FIRST AMENDING AGREEMENT**

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**“12.21 SOFR Benchmark Replacement Setting**

(a) SOFR Benchmark Replacement. Notwithstanding anything to the contrary herein or in any other Credit Document, if a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred prior to any setting of the then-current SOFR Benchmark, then (x) if a SOFR Benchmark Replacement is determined in accordance with clause (a) of the definition of “SOFR Benchmark Replacement” for such SOFR Benchmark Replacement Date, such SOFR Benchmark Replacement will replace such SOFR Benchmark for all purposes hereunder and under any other Credit Document in respect of such SOFR Benchmark setting and subsequent SOFR Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Credit Document and (y) if a SOFR Benchmark Replacement is determined in accordance with clause (b) of the definition of “SOFR Benchmark Replacement” for such SOFR Benchmark Replacement Date, such SOFR Benchmark Replacement will replace such SOFR Benchmark for all purposes hereunder and under any Credit Document in respect of any SOFR Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such SOFR 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 Credit Document so long as the Administrative Agents have not received, by such time, written notice of objection to such SOFR Benchmark Replacement from Lenders comprising the Majority Lenders. If the SOFR Benchmark Replacement is Adjusted Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(b) SOFR Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a SOFR Benchmark Replacement, the Administrative Agents will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Credit 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 Credit Document.

(c) Notices; Standards for Decisions and Determinations. The Administrative Agents will promptly notify the Borrowers and the Lenders of (i) the implementation of any SOFR Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a SOFR Benchmark Replacement. The Administrative Agents will notify the Borrowers of (x) the removal or reinstatement of any tenor of a SOFR Benchmark pursuant to Section 12.21(d) and (y) the commencement of any SOFR Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agents or, if applicable, any Lender (or group of Lenders) pursuant to this Section 12.21, 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 Credit Document, except, in each case, as expressly required pursuant to this Section 12.21.

(d) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Credit Document, at any time (including in connection with the implementation of a SOFR Benchmark Replacement), (i) if the then-current SOFR Benchmark is a term rate (including the Term SOFR Reference Rate or Adjusted Term SOFR) and either (A) any tenor for such SOFR

Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agents in their reasonable discretion or (B) the regulatory supervisor for the administrator of such SOFR Benchmark has provided a public statement or publication of information announcing that any tenor for such SOFR Benchmark is not or will not be representative, then the Administrative Agents may modify the definition of “SOFR Interest Period” (or any similar or analogous definition) for any SOFR 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 SOFR Benchmark (including a SOFR 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 SOFR Benchmark (including a SOFR Benchmark Replacement), then the Administrative Agents may modify the definition of “SOFR Interest Period” (or any similar or analogous definition) for all SOFR Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) SOFR Benchmark Unavailability Period. Upon the Borrowers’ receipt of notice of the commencement of a SOFR Benchmark Unavailability Period, the Borrowers may revoke any pending request for a SOFR Advance to be made (by way of Drawdown, Conversion or Rollover) during any SOFR Benchmark Unavailability Period and, failing that, the Borrowers will be deemed to have converted any such request into a request for an Advance of a SOFR Advance to an Advance of a US Base Rate Advance.

(f) Illegality. If any Lender determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable lending office to make, maintain or fund Advances whose interest is determined by reference to SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR, then, upon notice thereof by such Lender to the Borrowers (through the Administrative Agents) (such notice, an “**Illegality Notice**”), (a) any obligation of the Lenders to make SOFR Advances, and any right of the Borrower to Rollover SOFR Advances or to convert US Base Rate Advances to SOFR Advances, shall be suspended, and (b) the interest rate on which US Base Rate Advances shall, if necessary to avoid such illegality, be determined by the Administrative Agents without reference to Adjusted Term SOFR, in each case until each affected Lender notifies the Administrative Agents and the Borrowers that the circumstances giving rise to such determination no longer exist. Upon receipt of an Illegality Notice, the Borrowers shall, if necessary to avoid such illegality, upon demand from any Lender (with a copy to the Administrative Agents), prepay or, if applicable, convert all SOFR Advances to US Base Rate Advances (the interest rate on which US Base Rate Advances shall, if necessary to avoid such illegality, be determined by the Administrative Agents without reference to Adjusted Term SOFR) on the last day of the SOFR Interest Period therefor, if all affected Lenders may lawfully continue to maintain such SOFR Advances to such day, or immediately, if any Lender may not lawfully continue to maintain such SOFR Advances to such day, in each case until the Administrative Agents are advised in writing by each affected Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR or Term SOFR. Upon any such prepayment or conversion, the Borrowers shall also pay accrued interest on the amount so prepaid or converted, together with any applicable breakage fees.”

**EXHIBIT "2"**  
**TO THE FIRST AMENDING AGREEMENT**

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**SCHEDULE C**  
**CREDIT FACILITIES**

**CANADIAN FACILITIES:**

| <b>Name of Lender</b>                   | <b>Canadian Swingline<br/>Facility Commitment</b> | <b>Canadian Syndicated<br/>Facility Commitment</b> |
|---|---|--|
| The Toronto-Dominion Bank               | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]             | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]              |
| Canadian Imperial Bank of<br>Commerce   | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]             | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]              |
| The Bank of Nova Scotia                 | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]             | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]              |
| Bank of Montreal                        | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]             | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]              |
| Bank of America, N.A.,<br>Canada Branch | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]             | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]              |
| Citibank N.A.,<br>Canadian Branch.      | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]             | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]              |
| <b>Total</b>                            | <b>Cdn.\$40,000,000</b>                           | <b>Cdn.\$295,000,000</b>                           |

**US FACILITIES:**

| <b>Name of Lender</b>  | <b>US Swingline Facility<br/>Commitment</b> | <b>US Syndicated Facility<br/>Commitment</b> |
|--|---|--|
| TD Bank, N.A.  | US\$[ ] [DOLLAR<br>AMOUNT REDACTED]         | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]        |
| The Toronto-Dominion<br>Bank, New York Branch TD<br>Bank, N.A. | US\$[ ] [DOLLAR<br>AMOUNT REDACTED]         | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]        |
| Canadian Imperial Bank of<br>Commerce                          | US\$[ ] [DOLLAR<br>AMOUNT REDACTED]         | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]        |
| The Bank of Nova Scotia  | US\$[ ] [DOLLAR<br>AMOUNT REDACTED]         | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]        |
| Bank of Montreal, Chicago<br>Branch                            | US\$[ ] [DOLLAR<br>AMOUNT REDACTED]         | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED]        |

|   |                                     |                                       |
|---|-------------------------------------|---------------------------------------|
| Bank of America, N.A.,<br>Canada Branch | US\$[ ] [DOLLAR<br>AMOUNT REDACTED] | Cdn.\$[ ] DOLLAR AMOUNT<br>REDACTED   |
| Citibank N.A.,<br>Canadian branch.      | US\$[ ] [DOLLAR<br>AMOUNT REDACTED] | Cdn.\$[ ] [DOLLAR<br>AMOUNT REDACTED] |
| <b>Total</b>                            | <b>US\$10,000,000</b>               | <b>Cdn.\$52,000,000</b>               |

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