

FIRST AMENDING AGREEMENT

THIS FIRST AMENDING AGREEMENT is made effective as of September 27, 2024,

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 Agreement,
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 fifth amended and restated credit agreement dated May 31, 2024 (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 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 3 of this First Amending Agreement.
2. **Amendments.** As of the Effective Date, the Parties agree that the definition of “Maturity Date” is

hereby amended by deleting the reference therein to “September 29, 2028” and replacing it with “September 29, 2029”.

3. **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; and
 - (ii) a confirmation and acknowledgement of guarantees and security from each of the Credit Parties; and
 - (b) the Borrowers shall have paid all fees and expenses then due in respect of this First Amending Agreement.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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., as Canadian Borrower

By: [Signed]
Name:
Title:

**BADGER DAYLIGHTING LIMITED
PARTNERSHIP by its general partner
BADGER INFRASTRUCTURE SOLUTIONS
LTD., as Canadian Borrower**

By: [Signed]
Name:
Title:

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

By: [Signed]
Name:
Title:

THE TORONTO-DOMINION BANK,
as Canadian Administrative Agent

By: [Signed]
Name:
Title:

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

By: [Signed]
Name:
Title:

THE TORONTO-DOMINION BANK,
as Collateral Agent

By: [Signed]
Name:
Title:

THE TORONTO-DOMINION BANK,
as a Lender

By: [Signed]
Name:
Title:

By: [Signed]
Name:
Title:

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

By: [Signed]
Name:
Title:

By: [Signed]
Name:
Title:

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

By: [Signed]
Name:
Title:

By: [Signed]
Name:
Title:

BANK OF MONTREAL, as a Lender

By: [Signed]
Name:
Title:

By: [Signed]
Name:
Title:

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

By: [Signed]
Name:
Title:

By: _____
Name:
Title:

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

By: [Signed]
Name:
Title:

By: _____
Name:
Title:

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

By: [Signed]
Name:
Title:

By: [Signed]
Name:
Title:

TD BANK, N.A., as a Lender

By: [Signed]
Name:
Title:

By: _____
Name:
Title: