

**CLARIFICATION AMENDING AGREEMENT**

**THIS AGREEMENT** is made effective as of March 19, 2025,

**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,  
as Canadian Administrative Agent**

- and -

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

**PREAMBLE:**

- A. Pursuant to the sixth amended and restated credit agreement dated December 12, 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. Pursuant to Section 10.6(g) of the Credit Agreement, any provision of the Credit Agreement or any other Credit Document may be amended by an agreement in writing entered into by the Borrowers and the Administrative Agents to (a) cure any ambiguity, omission, mistake, defect or inconsistency (as reasonably determined by the Administrative Agent and the Borrowers) or (b) effect administrative changes of a technical or immaterial nature and such amendment shall be deemed approved by the Lenders if the Lenders shall have received at least five (5) Business Days’ prior written notice of such change and the Administrative Agents shall not have received, within five (5) Business Days of the date of such notice to the Lenders, a written notice from the Majority Lenders stating that the Majority Lenders object to such amendment (collectively, the “**Agent Authorized Amendments**”).
- C. The Administrative Agents and the Borrowers have determined that it is reasonable and appropriate to enter into this Agreement as an Agent Authorized Amendment.
- D. Notice of this Agreement was posted to the Lenders on March 11, 2025 and the Majority Lenders did not object to this Agreement with five (5) Business Days.

**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 Agreement will, unless otherwise defined herein, have the meanings attributed to such terms in the Credit Agreement, as amended by this Agreement (the “**Amended Credit Agreement**”). “**Effective Date**” has the meaning ascribed thereto in Section 3 of this Agreement.
2. **Amendments.** As of the Effective Date, the definition of “Applicable Margin” is hereby amended by adding “shall be applied from and after the third Business Day following the receipt by the Administrative Agents of the Borrowers’ Compliance Certificate” immediately after “The Lenders shall be entitled to rely on such calculation, and the Applicable Margin so determined” and before “; provided that (i) in the event that the Borrowers should fail”.
3. **Conditions Precedent.** This Agreement shall become effective at such time on such date (the “**Effective Date**”) as the Administrative Agents shall have received this Agreement duly executed and delivered by the Borrowers.
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 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 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 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 Agreement and the Amended Credit Agreement.
  
8. **Counterparts/Electronic Execution.** This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which when executed and delivered will be deemed to be an original, but all of which when taken together constitutes one and the same instrument. Any party 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* (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 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,**  
in its capacity as Canadian Administrative  
Agent, for and on behalf of itself and the  
Lenders in respect of the Canadian  
Syndicated Facilities pursuant to Section  
10.6(g) of the Credit Agreement

By: [Signed]  
Name:  
Title:

**TORONTO DOMINION (TEXAS)  
LLC**, in its capacity as US Administrative  
Agent, for and on behalf of itself and the  
Lenders in respect of the US Syndicated  
Facilities pursuant to Section 10.6(g) of the  
Credit Agreement

By: [Signed]  
Name:  
Title: