Redated Version

FOURTH AMENDING AGREEMENT

THIS FOURTH AMENDING AGREEMENT (the “**Amendment**”) is dated as of March 20, 2026 and is entered into between AG Growth International Inc. and Westfield Distributing (North Dakota) Inc., as borrowers (the “**Borrowers**”), each of the lenders party hereto, Canadian Imperial Bank of Commerce, as Canadian administrative agent (the “**Canadian Agent**”) and Canadian Imperial Bank of Commerce, as U.S. agent (the “**U.S. Agent**”);

WHEREAS the Borrowers, the lenders from time to time party thereto (the “**Lenders**”), the Canadian Agent and U.S. Agent are parties to a Third Amended and Restated Credit Agreement dated as of March 11, 2024, as amended by the first amending agreement dated as of July 3, 2024, the second amending agreement dated as of December 16, 2024 and by the third amending agreement dated as of February 27, 2025 (the “**Credit Agreement**”);

AND WHEREAS pursuant to Section 2.7(a) of the Credit Agreement, the Borrowers have delivered an Extension Request to extend the Final Maturity Date to March 20, 2030 (the “**Extension**”);

AND WHEREAS the Majority Lenders have agreed to the Extension;

AND WHEREAS in compliance with Section 8.2(e) of the Credit Agreement, on December 31, 2025, Danmare, Inc., a Full Guarantor, merged with and into Westfield Distributing (North Dakota) Inc. ("**Westfield ND**"), a Full Guarantor, with Westfield ND remaining as the surviving corporation;

AND WHEREAS the parties hereto wish to enter into this Amendment to document the Extension and to make certain changes on the terms and subject to the conditions herein provided;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

ARTICLE 1
INTERPRETATION

Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement.

ARTICLE 2
EXTENSION OF CREDIT FACILITIES

2.1 Effective as of the Effective Date (as defined below), the parties hereto agree that, in accordance with Section 2.7 of the Credit Agreement, the Final Maturity Date for all the Lenders’ Commitments (other than Bank of Montreal) of the Credit Facilities is hereby extended until March 20, 2030. The Final Maturity Date of the Bank of Montreal’s Individual Commitment of the Credit Facilities shall remain July 3, 2028.

ARTICLE 3
AMENDMENTS TO CREDIT AGREEMENT

3.1 Effective as of the Effective Date (as defined below), the Credit Agreement is hereby amended by (a) inserting all double underlined text (indicated textually in the same manner in the following example: **underlined text**) and (b) deleting all stricken text (indicated textually in the same manner as the following example: ~~stricken text~~), in each case in the place where such term appears on Schedule A hereto.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

Each of the Borrowers represents and warrants that the representations and warranties contained in Section 7.1 of the Credit Agreement continue to be true and correct as if made on and as of the date hereof, except for those representations and warranties (x) expressly stated to be made as of an earlier date and (y) as to the information disclosed in the schedules described in Section 8.1(a)(v) of the Credit Agreement (as amended pursuant to each Compliance Certificate delivered since the Restatement Date) which were true and correct on and as of September 30, 2025 (being the last date of the Period as defined in the most recent Compliance Certificate delivered on January 13, 2026). Each of the Borrowers further represents and warrants that:

(a) no Default or Event of Default has occurred and is continuing or would exist after giving effect to the Amendment;

(b) it has all requisite corporate power and authority to enter into and perform its obligations under this Amendment; and

(c) the execution, delivery and performance of this Amendment has been duly authorized by all corporate actions required and this Amendment has been duly executed and delivered by it, and constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, subject only to any limitations under Laws relating to (i) bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally; and (ii) general equitable principles including the discretion that a court may exercise in granting of equitable remedies.

ARTICLE 5
CONDITIONS

This Agreement shall become effective on the date (the "**Effective Date**") upon which the following conditions precedent are satisfied (which conditions are for the sole and exclusive benefit of the Lenders and may be waived by the Agents):

(a) the Agents shall have received a copy of this Amendment duly executed by all parties hereto;

(b) the Agents shall have received an officer's certificate of each Borrower certifying: (i) the constitutional documents of such Borrower; (ii) a certificate of incumbency of such Borrower; (iii) the resolutions or other documentation evidencing that all necessary action, corporate or otherwise, has been taken by such Borrower to authorize the execution, delivery and performance of the Amendment or other Loan Documents to which it is a party; and (iv) the matters set out in paragraph (d) and (e) below;

(c) the Agents shall have received a certificate of status, compliance, good standing or like certificate with respect to the Borrowers and each of the Guarantors issued by appropriate government officials of the jurisdiction of its incorporation or establishment;

(d) no Default or Event of Default shall have occurred and be continuing or will result from giving effect to this Amendment;

(e) the representations and warranties of each of the Borrowers contained in Article 4 of this Amendment shall be true and correct;

(f) the Agents shall have received evidence of amendments to existing registrations as reasonably requested by the Agents in order to preserve or protect the Liens created by the Security Documents in connection with the extension of the Final Maturity Date;

(g) the Agents shall have received legal opinions of counsel to each of the Borrowers opining on the due authorization, execution, validity and enforceability of this Amendment, the validity and registration of the Security Documents and such other matters as counsel to the Agents and the Lenders may require;

(h) the Agents shall have received a copy of a confirmation of guarantees and security duly executed by each Guarantor;

(i) the Agents shall have received payment of an upfront fee in respect to the Commitments under the Credit Facilities, to the Canadian Agent, for the benefit of the Lenders, in an amount equal to [**Redacted – Amount**] bps per annum on the amount of the Credit Facilities for the period of the extension of the Final Maturity Date.

ARTICLE 6
MISCELLANEOUS

6.1 This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6.2 As of and from the effective date of this Amendment, each reference to the "Credit Agreement" in any of the Loan Documents (including the Credit Agreement) shall be deemed to be a reference to the Credit Agreement, as amended by this Amendment.

6.3 The parties hereto shall from time to time do all such further acts and things and execute and deliver all such documents as are required in order to effect the full intent of and fully perform and carry out the terms of this Amendment.

6.4 This Amendment and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

6.5 This Amendment shall be a Loan Document.

6.6 Except as expressly provided herein, all of the terms and provisions of the Credit Agreement are and shall remain in full force and effect and are hereby ratified and confirmed by the Borrowers.

6.7 This Amendment may be executed in any number of counterparts, including by facsimile or portable document format, each of which shall be deemed to be an original.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date first above written.

BORROWER

AG GROWTH INTERNATIONAL INC.

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

BORROWER

WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

CANADIAN AGENT

CANADIAN IMPERIAL BANK OF COMMERCE, as Canadian Agent

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

U.S. AGENT

CANADIAN IMPERIAL BANK OF COMMERCE, as U.S. Agent

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

CANADIAN LENDER

CANADIAN IMPERIAL BANK OF COMMERCE

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

CANADIAN LENDER **THE TORONTO-DOMINION BANK**

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

CANADIAN LENDER

NATIONAL BANK OF CANADA

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

CANADIAN LENDER **THE BANK OF NOVA SCOTIA**

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

CANADIAN LENDER

ROYAL BANK OF CANADA

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

CANADIAN LENDER

FARM CREDIT CANADA

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

CANADIAN LENDER

BANK OF AMERICA, N.A., CANADA BRANCH

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

CANADIAN LENDER

WELLS FARGO BANK, N.A., CANADIAN BRANCH

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

CANADIAN LENDER

ATB FINANCIAL

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

CANADIAN LENDER

BANK OF MONTREAL

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

CANADIAN LENDER

COÖPERATIEVE RABOBANK U.A., CANADA BRANCH, CARRYING ON BUSINESS AS RABOBANK CANADA

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

U.S. LENDER

CANADIAN IMPERIAL BANK OF COMMERCE

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

U.S. LENDER

THE TORONTO-DOMINION BANK

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

U.S. LENDER **NATIONAL BANK OF CANADA**

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

U.S. LENDER

THE BANK OF NOVA SCOTIA

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

U.S. LENDER **ROYAL BANK OF CANADA**

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

U.S. LENDER

FARM CREDIT CANADA

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

U.S. LENDER

BANK OF AMERICA, N.A., CANADA BRANCH

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

U.S. LENDER

WELLS FARGO BANK, N.A., CANADIAN BRANCH

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

U.S. LENDER **ATB FINANCIAL**

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

U.S. LENDER	**BANK OF MONTREAL**
	By: *(Signed)* Name: Title:
	By: *(Signed)* Name: Title:

U.S. LENDER

COÖPERATIEVE RABOBANK U.A., CANADA BRANCH, CARRYING ON BUSINESS AS RABOBANK CANADA

By: *(Signed)*
Name:
Title:

By: *(Signed)*
Name:
Title:

Schedule A

EXECUTION COPY

THIRD AMENDED AND RESTATED CREDIT AGREEMENT[1]

Dated March 11, 2024

AMONG

AG GROWTH INTERNATIONAL INC.,
WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.,
as Borrowers

- and -

CANADIAN IMPERIAL BANK OF COMMERCE,
as Co-Lead Arranger, Sole Bookrunner and Canadian Agent

- and –

TD SECURITIES,
as Co-Lead Arranger

- and -

CANADIAN IMPERIAL BANK OF COMMERCE,
as U.S. Agent

- and -

NATIONAL BANK OF CANADA
as Syndication Agent

- and -

CANADIAN IMPERIAL BANK OF COMMERCE,
THE TORONTO-DOMINION BANK,
NATIONAL BANK OF CANADA, THE BANK OF NOVA SCOTIA, ROYAL BANK OF CANADA, FARM CREDIT CANADA, BANK OF MONTREAL, ATB FINANCIAL, WELLS FARGO BANK, N.A., CANADIAN BRANCH, BANK OF AMERICA, N.A., CANADA BRANCH, COÖPERATIEVE RABOBANK U.A., CANADA BRANCH, CARRYING ON BUSINESS AS RABOBANK CANADA
and any other lender or lenders who become Canadian Lenders from time to time,
as Canadian Lenders

- and -

CANADIAN IMPERIAL BANK OF COMMERCE,
THE TORONTO-DOMINION BANK,
NATIONAL BANK OF CANADA, THE BANK OF NOVA SCOTIA, ROYAL BANK OF

[1] Conformed version reflects the First Amending Agreement dated as of July 3, 2024, the Second Amending Agreement dated as of December 16, 2024 ~~and~~, the Third Amending Agreement dated as of February 27, 2025 **and the Fourth Amending Agreement dated as of March 20, 2026**.

CANADA, FARM CREDIT CANADA, BANK OF MONTREAL, ATB FINANCIAL, WELLS FARGO BANK, N.A., CANADIAN BRANCH, BANK OF AMERICA, N.A., CANADA BRANCH, COÖPERATIEVE RABOBANK U.A., CANADA BRANCH, CARRYING ON BUSINESS AS RABOBANK CANADA

and any other lender or lenders who become U.S. Lenders from time to time, as U.S. Lenders

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THIS THIRD AMENDED AND RESTATED CREDIT AGREEMENT dated March 11, 2024.

AMONG:

AG GROWTH INTERNATIONAL INC., and **WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.**,

(individually a "**Borrower**" and collectively the "**Borrowers**"),

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, **THE TORONTO-DOMINION BANK**, **NATIONAL BANK OF CANADA, THE BANK OF NOVA SCOTIA, ROYAL BANK OF CANADA, FARM CREDIT CANADA, BANK OF MONTREAL, ATB FINANCIAL, WELLS FARGO BANK, N.A., CANADIAN BRANCH, BANK OF AMERICA, N.A., CANADA BRANCH, COÖPERATIEVE RABOBANK U.A., CANADA BRANCH, CARRYING ON BUSINESS AS RABOBANK CANADA** and any other lender or lenders who become Canadian Lenders from time to time,

(individually a "**Canadian Lender**" and collectively the "**Canadian Lenders**"),

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, **THE TORONTO-DOMINION BANK**, **NATIONAL BANK OF CANADA, THE BANK OF NOVA SCOTIA, ROYAL BANK OF CANADA, FARM CREDIT CANADA, BANK OF MONTREAL, ATB FINANCIAL, WELLS FARGO BANK, N.A., CANADIAN BRANCH, BANK OF AMERICA, N.A., CANADA BRANCH** and any other lender or lenders who become U.S. Lenders from time to time,

(individually a "**U.S. Lender**" and collectively the "**U.S. Lenders**")

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, as Canadian Agent

("**Canadian Agent**")

- and -

CANADIAN IMPERIAL BANK OF COMMERCE, as U.S. Agent

("**U.S. Agent**")

WHEREAS the Borrowers, the Canadian Agent, the U.S. Agent and the lenders party thereto, among others, entered into a second amended and restated credit agreement dated as of May 9, 2022 (the "**Existing Credit Agreement**");

AND WHEREAS the Borrowers and the Lenders have agreed to amend and restate the Existing Credit Agreement to make certain amendments to the Existing Credit Agreement, on the terms and conditions set forth herein;

NOW THEREFORE this Agreement witnesses that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

In this Agreement, defined terms used herein shall have the following meanings:

"**Accommodation**" means: (a) an Advance made by the Lenders or any one or more of them on the occasion of any Borrowing; (b) the issue of a Letter of Credit by an Issuing Lender on the occasion of any Issue; and (c) a Canadian Swing Line Loan and a U.S. Swing Line Loan made by a Swing Line Lender.

"**Accommodation Notice**" means a Borrowing Notice or an Issue Notice.

"**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) [redacted] basis points); provided that if Adjusted Daily Compounded CORRA as so determined shall ever be less than the Floor, then Adjusted Daily Compounded CORRA shall be deemed to be the Floor for purposes of this Agreement.

"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) [redacted] basis points); provided that if Adjusted Daily Simple SOFR as so determined shall ever be less than the Floor, then Adjusted Daily Simple SOFR shall be deemed to be the Floor for purposes of this Agreement.

"**Adjusted Term CORRA**" means, for purposes of any calculation, the rate per annum equal to (i) Term CORRA for such calculation plus (ii) [redacted] basis points) per annum for an Available Tenor of one-month's duration, and [redacted] basis points) per annum for an Available Tenor of three-months' duration; provided that if Adjusted Term CORRA as so determined shall ever be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor for purposes of this Agreement.

"**Adjusted Term SOFR**" means with respect to any tenor, the per annum rate equal to the sum of (i) Term SOFR plus (ii) [redacted] basis points); provided that if Adjusted Term

SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor for purposes of this Agreement.

"**Advances**" means advances made by the Lenders or any one or more of them under this Agreement and Advance means any one of such Advances. Advances may be denominated in Canadian Dollars (a "**Canadian Dollar Advance**"), in U.S. Dollars (a "**U.S. Dollar Advance**") or in Euros (a "**Euro Advance**"). A Canadian Dollar Advance may be designated a "**Daily Compounded CORRA Advance**", a "**Term CORRA Advance**" or a "**Prime Rate Advance**"; a U.S. Dollar Advance may be designated a "**SOFR Advance**", a "**U.S. Prime Rate Advance**" or a "**U.S. Base Rate Advance**"; and a Euro Advance may be designated as a "**EURIBOR Advance**". Each of a Daily Compounded CORRA Advance, a Term CORRA Advance, a SOFR Advance, a Prime Rate Advance, a U.S. Prime Rate Advance, a U.S. Base Rate Advance and a EURIBOR Advance is a "**Type**" of Advance.

"**Affected Financial Institution**" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"**Affected Properties**" has the meaning specified in Section 7.1(s)(i).

"**Affiliate**" means, in respect of any Person, any other Person which, directly or indirectly, Controls or is Controlled by or is under common Control with such Person.

"**Agent**" means the Canadian Agent and/or the U.S. Agent as the context requires.

"**AGHC**" means Ag Growth Holdings Corp., a corporation existing under the federal laws of Canada, and its successors and permitted assigns.

"**AGI**" means Ag Growth International Inc., a corporation existing under the federal laws of Canada, and its successors and permitted assigns.

"**AGI Alpha**" means AGI Alpha Holdings Corp., a corporation existing under the federal laws of Canada, and its successors and permitted assigns.

"**AGI Bravo**" means AGI Bravo Holdings Corp., a corporation existing under the federal laws of Canada, and its successors and permitted assigns.

"**AGI Brazil**" means AGI Brasil Indústria e Comércio S.A., a corporation existing under the laws of Brazil, and its successors and permitted assigns.

"**AGI Common Shares**" means the issued and outstanding common shares in the Capital Stock of AGI.

"**Agreement**" means this third amended and restated credit agreement and all schedules and instruments in amendment, supplement or confirmation of it; "hereof", "hereto" and "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other subdivision; "Article", "Section" or other subdivision of this Agreement followed by a number refers to the specified Article, Section or other subdivision of this Agreement.

"**Airlanco**" means Airlanco, Inc., a corporation formed under the laws of the State of Nebraska, and its successors and permitted assigns.

"**Anti-Corruption Laws**" has the meaning specified in Section 7.1(jj).

"**Anti-Terrorism Laws**" has the meaning specified in Section 7.1(ii).

"**Applicable Margin**" means, in respect of any Accommodation, subject to Section 2.10(c), the applicable percentage per annum as set forth below: (a) for CORRA Advances, SOFR Advances, EURIBOR Advances and Letters of Credit, in the line "CORRA, SOFR, EURIBOR and LCs" below, (b) for Prime Rate Advances, U.S. Prime Rate Advances and U.S. Base Rate Advances, in the line "CDN$ Prime, U.S. $ Prime and USBR" below, and (c) for the Commitment Fee, in the line "Commitment Fee" below, in each case based on the Leverage Ratio at the end of AGI's most recently completed Financial Quarter for which a Compliance Certificate has been delivered pursuant to Section 8.1(a)(iv). The Applicable Margin shall change, if required, only once per Financial Quarter, as more particularly specified in Section 2.10(b).

Leverage Ratio	[redacted]
Level	[redacted]
CORRA, SOFR, EURIBOR and LCs	[redacted]
CDN$ Prime, U.S. $ Prime and USBR	[redacted]
Commitment Fee	[redacted]

If an Event of Default shall have occurred and is continuing, the Applicable Margin otherwise applicable (other than in respect of the Commitment Fee) during the continuation of any such Event of Default shall be automatically increased by [redacted] basis points. The Applicable Margin for Performance Letters of Credit shall be [redacted]% of the Applicable Margin set out in the line "CORRA, SOFR, EURIBOR and LCs" above.

"**Approved Fund**" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender, or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"**Assigned Interests**" has the meaning specified in Section 2.7(e).

"**Assignee**" has the meaning specified in Section 12.8(b).

"**Assignment Agreement**" means an Assignment Agreement referred to in Section 12.8(b), substantially in the form as set out in Schedule "I".

"**Available Tenor**" means, as of any date of determination and with respect to any then-current Benchmark, as applicable, (x) 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, or (y) 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, 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 2.15(d).

"**Bail-In Action**" means the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

"**Bail-In Legislation**" (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

"**Benchmark**" means, initially, Adjusted Daily Compounded CORRA, Adjusted Term CORRA or Adjusted Term SOFR, as the case may be; provided that if a Benchmark Transition Event has occurred with respect to Adjusted Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Term SOFR or any other 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 2.15(d).

"Benchmark Replacement" means, either of the following to the extent selected by the Agents in their unilateral discretion:

(a) where a Benchmark Transition Event has occurred with respect to Adjusted Term CORRA, Adjusted Daily Compounded CORRA;

(b) where a Benchmark Transition Event has occurred with respect to Adjusted Term SOFR, Adjusted Daily Simple SOFR; and

(c) where a Benchmark Transition Event has occurred with respect to a Benchmark other than Adjusted Term CORRA or Adjusted Term SOFR, the sum of: (i) the alternate benchmark rate that has been selected by the Agents and the Borrowers 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 such then-current Benchmark for Canadian Dollar or U.S. Dollar-denominated syndicated credit facilities, as applicable, and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to the above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

"**Benchmark Replacement Adjustment**" means, with respect to any replacement of a 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 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 Benchmark with the applicable Unadjusted Benchmark Replacement by the 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 Benchmark with the applicable Unadjusted Benchmark Replacement for Canadian Dollar or U.S. Dollar-denominated (as applicable) syndicated credit facilities.

"**Benchmark Replacement Date**" means, with respect to any then-current Benchmark, the earliest to occur of the following events with respect to such 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 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 determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative or not to comply or align with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided, that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if 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) above 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, with respect to any then-current Benchmark, the occurrence of one or more of the following events with respect to such 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 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 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 Bank of Canada, the Federal Reserve Board, the Federal Reserve Bank of New York or the Term SOFR Administrator, as applicable, 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 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 any Available Tenor of such Benchmark (or such component thereof); or

(c) 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) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that 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 or do not, or as a specified future date will not, comply with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

For the avoidance of doubt, 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 such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 2.15 and (b) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 2.15.

"**Beneficial Ownership Regulation**" means 31 C.F.R. § 1010.230.

"**Beneficiary**" means, in respect of any Letter of Credit, the beneficiary named in such Letter of Credit.

"**Borrower**" means AGI or Westfield ND, as applicable to the context which it is used herein, and "**Borrowers**" means the Borrowers collectively unless expressly otherwise indicated in this Agreement.

"**Borrower's Canadian Dollar Account**" means the Canadian Dollar account maintained by AGI with a Lender for the purpose of receiving amounts advanced by the Lenders hereunder from time to time, the particulars of which shall have been notified by AGI to the Canadian Agent.

"**Borrower's Euro Account**" means the Euro account maintained by AGI with a Lender for the purpose of receiving amounts advanced by the Lenders hereunder from time to time, the particulars of which shall have been notified by AGI to the Canadian Agent.

"**Borrower's U.S. Dollar Account**" means the U.S. Dollar account maintained by AGI or by Westfield ND, as applicable, with a Lender for the purpose of receiving amounts advanced by the Lenders hereunder from time to time, the particulars of which shall have been notified by the applicable Borrower to the applicable Agent.

"**Borrowing**" means a borrowing consisting of one or more Advances.

"**Borrowing Notice**" has the meaning specified in Section 3.2(a) and is in the form attached hereto as Schedule "B".

"**Business**" means (a) the businesses of engineering, design, project management, planning, supply, manufacturing, operating, installation and sale of equipment, systems and other solutions for the agriculture and food industries (for greater certainty including industries related to grain, fertilizer, food processing, feed and seed), and (b) any businesses related, incidental or ancillary thereto (for greater certainty, including digital technology solutions and fuel storage).

"**Business Day**" means (a) for all purposes other than in respect of a SOFR Advance, CORRA Advance, a EURIBOR Advance or an Advance to Westfield ND, a day on which banks are generally open for business and on which dealings in foreign currency and exchange between banks may be carried on in Toronto, Ontario, and Winnipeg, Manitoba; (b) in respect of an Advance to Westfield ND, a day on which banks are generally open for business and on which dealings in foreign currency and exchange between banks may be carried on in New York, New York; (c) in respect of a SOFR Advance or any other calculation or determination involving SOFR, any day that is also a U.S. Government Securities Business Day; (d) in respect of a CORRA Advance or any other calculation or determination involving CORRA, any day that commercial banks in Toronto are generally open for business; and (e) in respect of a EURIBOR Advance or any calculation or determination involving EURIBOR, any day that is also a TARGET Day; but in any event in all such cases, "**Business Day**" shall not include a Saturday, Sunday or statutory or legal holiday in the Province of Ontario or the Province of Manitoba.

“**Business Plan**” means a business plan for AGI, prepared on a consolidated basis, including projected balance sheets, projected income statements, projected statement of cash flows, and projected statement of changes in financial position on an annual basis, for each year covered thereby, together with projected financial covenant compliance calculations for each year covered thereby, all in form consistent with the Business Plan provided as of the Existing Credit Agreement Date or otherwise in form satisfactory to the Canadian Agent, acting reasonably.

“**Canadian Agent**” means Canadian Imperial Bank of Commerce in its capacity as Canadian administrative agent for the Lenders, and its successors and permitted assigns.

“**Canadian Agent’s Account**” means collectively the Canadian Dollar, U.S. Dollar and Euro accounts maintained by the Canadian Agent in Toronto, Canada, in respect of AGI, as the Canadian Agent from time to time notifies AGI.

“**Canadian Dollars**”, “**Cdn $**” and “**$**” each means lawful money of Canada.

“**Canadian Lenders**” means Canadian Imperial Bank of Commerce, The Toronto-Dominion Bank, National Bank of Canada, The Bank of Nova Scotia, Royal Bank of Canada, Farm Credit Canada, Bank of Montreal, ATB Financial, Wells Fargo Bank, N.A., Canadian Branch, Bank of America, N.A., Canada Branch, Coöperatieve Rabobank U.A., Canada Branch, carrying on business as Rabobank Canada and any one or more Assignees, their respective successors and permitted assigns as may become a party hereto in their capacities as Lenders under the Canadian Revolver Facility Commitment, and “Canadian Lender” means any one of the Canadian Lenders. A Canadian Lender that has a (i) Tranche A Canadian Revolver Commitment is sometimes referred to herein as a “**Tranche A Revolver Lender**”, and (ii) Tranche B Canadian Revolver Commitment is sometimes referred to herein as a “**Tranche B Revolver Lender**”.

“**Canadian Revolver Facility**” means the revolving extendable credit facility in the amount set out in Schedule “A” under the heading “Canadian Revolver Facility” to be made available to AGI and consisting of the Tranche A Canadian Revolver and the Tranche B Canadian Revolver.

“**Canadian Revolver Facility Commitment**” means the Tranche A Canadian Revolver Commitment and/or the Tranche B Canadian Revolver Commitment, as the context may require.

“**Canadian Revolver Facility Commitment Fee**” has the meaning specified in Section 2.9.

“**Canadian Swing Line**” means the revolving swing line made available by the Canadian Swing Line Lender to AGI pursuant to Section 3.6.

“**Canadian Swing Line Lender**” means Canadian Imperial Bank of Commerce.

“**Canadian Swing Line Loan**” means an Advance made by the Canadian Swing Line Lender under the Canadian Swing Line pursuant to Section 3.6.

"**Canadian Swing Line Sub-limit**" means C$50,000,000.

"**Capital Expenditures**" means, for any period with respect to any Person, the aggregate expenditures paid or payable during such period by such Person for the acquisition or improvement of fixed assets which extend the life or increase the productivity of such assets and which expenditures will be capitalized and depreciated over the estimated useful life of such assets, determined in accordance with IFRS; provided that "Capital Expenditures" shall not include routine, day-to-day maintenance of fixed assets including the replacement of worn out parts.

"**Capital Stock**" means, with respect to any Person, any and all shares, interests, participation or other equivalents of or interests in (however designated) the equity interest (including common shares, preferred shares, trust units and partnership interests) of such Person and any rights (other than debt securities convertible into an equity interest), warrants or options to subscribe for or acquire an equity interest in such Person.

"**Capitalized Lease Liabilities**" of any Person means all monetary obligations of such Person relating to any leasing or similar arrangement which have been (or, in accordance with IFRS, should be) classified as capitalized leases, and the amount of such obligations shall be the capitalized amount thereof, determined in accordance with IFRS, and the stated maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a premium or a penalty; provided that any premises lease and any other present or future lease that would have been treated as an operating lease under IFRS as in effect on June 30, 2018 shall be deemed to be an operating lease for all purposes of this Agreement.

"**Cash Interest Paid**" means, for any period with respect to any Person, cash payments on account of interest made during such period by such Person.

"**Cash Management Agreement**" means any agreement to provide cash management services, including day-light treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements.

"**Cash Management Bank**" means any Person that, at the time it enters into a Cash Management Agreement with a Loan Party, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Cash Management Agreement.

"**Cash Taxes Paid**" means, for any period with respect to any Person, cash payments on account of income taxes made during such period by such Person.

"**Change in Law**" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Entity or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Entity; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "Change in Law", regardless of the date enacted, adopted or issued.

"**Change of Control**" means (a) the occurrence of any transaction or event whereby (i) any Person individually, or acting in concert with a group of other Persons or another Person, shall purchase or acquire, directly or indirectly, legally or beneficially, Capital Stock of AGI having the ordinary power to elect a majority of the board of directors or persons performing similar functions; (ii) the aggregate amount of the voting Capital Stock in the capital of AGI owned and Controlled by any Person individually, or acting in concert with a group of other persons or another person, would be at least 50.1% of the total amount of all such Capital Stock of AGI which are issued and outstanding; or (iii) Westfield ND or (except pursuant to a Permitted Disposition) any of the other Full Guarantors ceases to be, directly or indirectly, 100% owned by AGI, or (b) the occurrence of a Change of Control (however designated) under any of the Material Debt Agreements.

"**Claim**" means any claim of any nature whatsoever, including any demand, dispute, liability, obligation, debt, action, cause of action, suit, proceeding, litigation, arbitration, judgment, order, award, assessment and reassessment.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Collateral**" means the Property of any Loan Party or any other person in respect of which the Lenders have or will have or are intended to have a Lien pursuant to the Security Documents.

"**Collateral Agent**" means Canadian Imperial Bank of Commerce in its capacity as Collateral Agent under this Agreement.

"**Commitment**" means one of the Canadian Revolver Facility Commitment or the U.S. Revolver Facility Commitment, as the context requires, and "**Commitments**" means all of them.

"**Commitment Fee**" has the meaning specified in Section 2.9.

"**Commodity Agreement**" means any agreement for the making or taking of delivery of any commodity (including petroleum substances), any commodity swap agreement, floor, cap or collar agreement or commodity future or option or other similar agreements or arrangements, or any combination thereof, entered into by a Borrower or another Loan Party where the subject matter of the same is any commodity or the price, value or amount payable thereunder is dependent or based upon the price of any commodity or fluctuations in the price of any commodity.

"**Commodity Exchange Act**" means the Commodity Exchange Act (7 U.S.C. Section 1 *et seq*.).

"**Commodity Hedging Transaction**" means a transaction pursuant to a Commodity Agreement.

"**Compliance Certificate**" means a certificate in the form of Schedule "G".

"**Conforming Changes**" means with respect to either the use or administration of a Benchmark or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Prime Rate", the definition of "U.S. Base Rate," the definition of "Business Day," the definition of "Interest Period," the definition of "U.S. Government Securities Business Day", the timing and frequency of determining rates and making payments of interest, the timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the 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 Agents in a manner substantially consistent with market practice (or, if the Agents decide that adoption of any portion of such market practice is not administratively feasible or if the Agents determine that no market practice for the administration of any such rate exists, in such other manner of administration as the Agents decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"**Consolidated Depreciation and Amortization Expense**" means, for any period, with respect to any Person, depreciation, amortization and depletion charged or credited to the income statement of such Person and its Consolidated Subsidiaries for such period, determined in accordance with IFRS on a consolidated basis.

"**Consolidated EBITDA**" means, for any period, with respect to AGI, Consolidated Net Income:

(a) increased (to the extent such items are deducted in calculating Consolidated Net Income) by the sum of:

(i) Consolidated Interest Charges;

(ii) Consolidated Income Tax Expense; and

(iii) Consolidated Depreciation and Amortization Expense, and

(b) adjusted to exclude the effect of:

(i) non cash gains or losses related to foreign exchange;

(ii) expenses related to "share-based compensation" or any stock-based compensation plans;

(iii) non-cash gains or losses related to Hedging Transactions;

(iv) transaction and restructuring expenses related to Permitted Acquisitions and, for greater certainty, debt or equity financing costs that are treated as an expense in accordance with IFRS;

(v) any gain or loss arising from the disposition of capital assets or investments held for sale, as determined in accordance with IFRS;

(vi) non-cash gains or losses related to the fair value adjustment of contingent earn-outs for Permitted Acquisitions;

(vii) non-cash expenses related to the accounting calculation of inventory net realizable value on Permitted Acquisitions;

(viii) any write up or write down of Property (including write-downs of goodwill or intangibles), as determined in accordance with IFRS;

(ix) payments related to the purchase price of Permitted Acquisitions that are categorized as an expense in accordance with IFRS;

(x) non-cash expenses or income that result from an adjustment to the purchase price allocation of a Permitted Acquisition, in accordance with IFRS;

(xi) extraordinary or non-recurring items attributable to the collapse in September, 2020 of a grain storage bin manufactured by AGI (including settlement and/or defense of claims in respect thereof) and disclosed to the Lenders; ~~and~~

(xii) one-time development costs related to the Borrowers' company-wide initiative to migrate to a common enterprise resource planning system (the "ERP Project"), provided that the aggregate amount of this paragraph (xii) does not exceed C$30,000,000 for any period of four Financial Quarters and C$70,000,000 in aggregate for the entire ERP Project, and provided further that the amount added back to Consolidated EBITDA pursuant to this paragraph (xii) shall exclude any operating expenses associated with the use of such enterprise resource planning system; and

(xiii) extraordinary or non-recurring items, provided that the aggregate amount of this paragraph (xiii) (excluding the amounts in paragraphs (xi) and (xii) above) in any measurement period of four Financial Quarters shall not exceed 20% of Consolidated EBITDA for such measurement period of four Financial Quarters (calculated prior to giving effect to such capped exclusion, but after giving effect to all other add backs and exclusions).

"**Consolidated Income Tax Expense**" means, for any period, with respect to any Person, the aggregate of all Taxes (including deferred Taxes) based on income of such Person and its Consolidated Subsidiaries for such period, determined in accordance with IFRS on a consolidated basis.

"**Consolidated Interest Charges**" means, for any period, with respect to any Person, the total of all items properly classified as interest expense for such Person and its Consolidated Subsidiaries for such period, determined in accordance with IFRS on a consolidated basis.

"**Consolidated Net Income**" means, for any period, with respect to any Person, the net income (loss) of such Person and its Consolidated Subsidiaries for such period, determined in accordance with IFRS on a consolidated basis.

"**Consolidated Subsidiaries**" means, in respect of any Person, Subsidiaries of such Person which are included in such Person's consolidated financial statements, determined in accordance with IFRS.

"**Consolidated Total Debt**" means, in respect of any Person at any time, all Debt of such Person and its Consolidated Subsidiaries, determined on a consolidated basis at such time.

"**Contingent Liability**" means an agreement, undertaking or arrangement by which any Person guarantees, endorses or otherwise becomes or is contingently liable for (by direct or indirect agreement, contingent or otherwise, to provide funds for payment, to supply funds to, or otherwise to invest in, a debtor, or otherwise to assure a creditor against loss) the Debt of any other Person (other than by endorsements of instruments in the course of collection), or guarantees the payment of dividends or other distributions upon the shares of any other Person. The amount of any Person's obligations under any Contingent Liability shall (subject to any limitation set forth therein) be deemed to be the maximum potential amount of the Debt, obligation or other liability guaranteed thereby.

"**Contributing Lender**" has the meaning specified in Section 3.1(d).

"**Control**", "**Controls**", "**Controlled**" and "**Controlling**" when used with respect to any Person, other than an individual, means the possession, directly and indirectly, of the power to direct, or cause the direction of, the management and policies of such Person, whether through the ability to exercise voting powers, by contract or otherwise.

"**Convertible Debenture Debt**" means (i) 5.00% convertible unsecured subordinated debenture debt in the aggregate principal amount outstanding as of the Restatement Date of $114,995,000, issued under a trust indenture dated as of October 27, 2009 between AGI and Computershare Trust Company of Canada, as supplemented pursuant to the first, second, third, fourth, fifth, sixth and seventh supplemental indentures dated as of December 17, 2013, December 1, 2014, April 15, 2015, September 29, 2015, April 25, 2017, January 3, 2018 and November 3, 2021, respectively, between AGI and Computershare Trust Company of Canada; (ii) 5.20% convertible unsecured subordinated debenture debt in the aggregate principal amount outstanding as of the Restatement Date of $103,900,000, issued under a trust indenture dated as of October 27, 2009 between AGI and Computershare Trust Company of Canada, as supplemented pursuant to the first, second, third, fourth, fifth, sixth, seventh and eight supplemental indentures dated as of December 17, 2013, December 1, 2014, April 15, 2015, September 29, 2015, April 25, 2017, January 3, 2018, November 3, 2021 and April 19, 2022, respectively, between AGI and Computershare Trust Company of Canada;; and (iii) additional convertible unsecured subordinated debentures issued after the Restatement Date (for purposes of refinancing the foregoing or otherwise) provided in each case that the terms and conditions of such debentures include: (a) a scheduled maturity date (at the date of issuance) after the Final Maturity Date; (b) no scheduled principal or sinking fund payments prior to maturity; (c) no guarantees by any Subsidiary of AGI; (d) conversion into AGI Common Shares at the option of the holder; (e) no obligation on AGI to redeem such debentures prior to maturity, except in customary circumstances related to change of control of AGI; (f) provided that no event of default under the indenture or agreement governing such debentures has occurred and is continuing (i) being repayable at maturity at the option of AGI with AGI Common Shares, and (ii) having interest payments which may be satisfied by AGI on customary terms through the proceeds of the sale of AGI Common Shares; and (g) subordination provisions providing for (A) a prohibition on payments or the making of a demand or the institution of proceedings at any time when a Default or Event of Default has occurred under this Agreement and is continuing under this Agreement or would occur as a result of any such payment; (B) a prohibition on receipt of any payment or distribution in the event of any insolvency, bankruptcy, receivership, liquidation, reorganization or similar proceedings relative to AGI or voluntary liquidation, dissolution or other winding-up of AGI until payment in full of the Secured Obligations; and (C) direct confirmation by the trustee thereunder to the Agents that the Secured Obligations constitute "Senior Indebtedness" thereunder.

"**Corporate Distributions**" means, in respect of any Person, whether or not a corporation, any form of distribution of its profits, including in each case any: (a) declaration or payment of any dividend or other direct or indirect distribution on its Capital Stock; (b) payment to purchase, redeem, retire or acquire or reduce the stated capital of any of its Capital Stock or payment to purchase, redeem, retire or acquire any option, warrant or other right to acquire any such Capital Stock, or any application or setting apart of any of its Property therefor; (c) payment of any management fees or bonuses to any shareholder, director, officer, agent or employee of such Person, any relative thereof, or any Affiliate of any one or more of such Persons, other than the payment of management fees and bonuses by a Borrower in the ordinary course; (d) payment on account of Permitted Intercompany Debt or Subordinated Debt, or any payment to purchase, redeem, retire, or acquire any Convertible Debenture Debt or Senior Subordinated Unsecured Debentures or payment to purchase, redeem, retire, or acquire any option, warrant or other right to acquire any Convertible Debenture Debt or Senior Subordinated Unsecured Debentures or any application or setting apart of any of its Property therefor; and (e) loans made by such Person to any shareholder, director, officer, agent or employee of such Person, any relative thereof, or any Affiliate of such Person or any of its Subsidiaries.

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

"**CORRA Advances**" means Term CORRA Advances and Daily Compounded CORRA Advances.

"**Credit Facilities**" means the Canadian Revolver Facility and the U.S. Revolver Facility, and a "**Credit Facility**" means any one of them, as the context requires.

"**Credit Facility Increase Date**" has the meaning specified in Section 2.11(c).

"**CTTA**" at any time means total assets of AGI in accordance with IFRS on a consolidated basis as shown on the financial statements of AGI, less goodwill and the value of other intangible assets, for the most recently completed Financial Year or Financial Quarter (as applicable) for which a Compliance Certificate has been delivered to the Lenders pursuant to Section 8.1(a)(iv).

"**Cure Period**" has the meaning specified in Section 10.1(e).

"**Currency Exchange Protection Agreement**" means any forward exchange agreement, currency swap, currency option or other similar financial agreement or arrangement designed to protect a Borrower or any of its Subsidiaries against, or manage exposure to fluctuations in, foreign currency exchange rates.

"**Currency Hedging Transaction**" means a transaction pursuant to a Currency Exchange Protection Agreement.

"**Daily Compounded CORRA**" means, for any day (a "**Daily Compounded CORRA Rate Day**"), a rate per annum equal to CORRA for the day (such day, the "**Daily Compounded CORRA Determination Day**"), that is five (5) Business Days prior to (a) if such Daily Compounded CORRA Rate Day is a Business Day, such Daily Compounded CORRA Rate Day, or (b) if such Daily Compounded CORRA Rate Day is not a Business Day, the Business Day immediately preceding such Daily Compounded CORRA Rate Day, in each case, as CORRA is published by the administrator; provided, however, that if as of 5:00 p.m. (Toronto time) on any Daily Compounded CORRA Determination Day, CORRA for the applicable tenor has not been published by the administrator and a Benchmark Replacement Date with respect to Daily Compounded CORRA has not occurred, then Daily Compounded CORRA will be CORRA as published by the administrator on the first preceding Business Day for which CORRA was published by the administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Daily Compounded CORRA Determination Day.

"**Daily Compounded CORRA Advance**" means an Advance denominated in Canadian Dollars bearing interest at a rate based on Adjusted Daily Compounded CORRA.

"Daily Simple SOFR" means, for any day (a "**SOFR Rate Day**"), a rate per annum equal to SOFR for the day that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrowers.

~~**"Danmare USA"** means Danmare, Inc., a corporation existing under the laws of the State of Delaware, and its successors and permitted assigns.~~

"**Debt**" means, with respect to any Person, without duplication, the aggregate of the following amounts at the date of determination:

(a) the principal amount of all indebtedness of such Person for borrowed money;

(b) the principal amount of all obligations of such person for the deferred purchase price of Property or services where such purchase price is deferred for six months or longer;

(c) the principal amount of all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments;

(d) the principal amount of all obligations of such Person created or arising under any conditional sale or other title retention agreement with respect to Property acquired by such Person (including Purchase Money Debt but excluding operating leases) (whether or not the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property);

(e) Capitalized Leases Liabilities, determined as the capitalized amount thereof;

(f) all reimbursement obligations, contingent or otherwise, of such Person under acceptance, financial letter of credit and similar facilities;

(g) all obligations of such Person to purchase, redeem, retire, defease or otherwise acquire for value any shareholder or partnership or other equity interests of such Person, provided all conditions to such obligations have been met;

(h) the mark-to-market value of all Hedging Transactions in respect of which the mark-to-market value is negative from such person's perspective (that is, the person is "out of the money"), net of amounts for which the market-to-market value is positive from such person's perspective (that is, the person is "in the money"), to the extent there is a contractual netting of such positive amounts;

(i) all indebtedness referred to above secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) a Lien on Property owned or being acquired by such Person, even though such Person has not assumed or become liable for the payment of such indebtedness, limited to the fair market value of such Property;

(j) the principal amount of any other obligations arising under arrangements or agreements that, in substance, constitute indebtedness for borrowed money of such Person; and

(k) all Contingent Liabilities of such Person in respect of any of the foregoing items.

For all purposes of this Agreement, the Debt of any Person shall: (a) include, without duplication, the Debt of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Debt provide that such Person is not liable therefor; and (b) exclude trade-related accounts payable, future tax liabilities and accrued liabilities incurred, in each case, in the ordinary course of business.

"**Debtor Relief Laws**" means the *Bankruptcy Code* of the United States, the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada) and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States, Canada, or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.

"**Default**" means an event, condition or circumstance which, with the giving of notice or passage of time, or both (whether or not such notice has been given), would constitute an Event of Default.

"**Defaulting Lender**" means any Lender or, in the case of paragraph (e) below, a Lender's parent (being any Person that directly or indirectly Controls a Lender):

(a) that has failed to fund any payment or its portion of any Accommodations required to be made by it hereunder within two (2) Business Days;

(b) that has failed to pay over to an Agent, any Issuing Lender or any other Lender any other amount required to be paid by it hereunder within two (2) Business Days of the date when due, unless subject to a good faith dispute;

(c) that has notified an Agent or a 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 (3) Business Days after request by an Agent or a Borrower, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Accommodations;

(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 general in default of its obligations under other existing credit or loan documentation under which it has commitments to extend credit.

"**Defined Benefit Plan**" has the meaning specified in Section 7.1(w).

"**Designated Jurisdiction**" means any country or territory that is the target of comprehensive territorial Sanctions.

"**Disposition**" means any direct or indirect sale, lease, transfer, exchange, conveyance, release, abandonment, expropriation, seizure, condemnation, forfeiture, actual or constructive total loss or agreed or compromised loss or other disposition, including by means of a Sale-Leaseback Transaction, reorganization, consolidation, amalgamation or merger (including by division or series) or the granting of options, warrants or other rights in Property, to any other Person in a single transaction or series of transactions; and "**Dispose**" and "**Disposed**" shall have meanings correlative thereto; provided that the granting of options or warrants by AGI in the ordinary course of the Business shall not constitute a "**Disposition**".

"**EDC Letters of Credit**" means a letter or letters of credit issued by a Lender on behalf of AGI (other than pursuant to this Agreement), in respect of which the obligations of AGI to a Lender are guaranteed by Export Development Canada but are otherwise unsecured.

"**EEA Financial Institution**" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"**EEA Member Country**" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"**EEA Resolution Authority**" means any public administrative authority or any person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"**Election Date**" has the meaning specified in Section 2.7(b).

"**Election Notice**" has the meaning specified in Section 3.4(b) and is in the form attached hereto as Schedule "E".

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

"**Environmental Laws**" means any and all federal, provincial, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licences, agreements or governmental restrictions relating to pollution and the protection of the Environment or the release of any materials into the Environment, Hazardous Materials, air emissions and discharges to waste or public systems, and including the following: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C.

Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Emergency Planning and Community Right to Know Act, 42 U.S.C. Section 1101 et seq., the Canadian Environmental Protection Act (Canada), the Hazardous Products Act (Canada), the Canada Shipping Act (Canada) and the Canada Wildlife Act (Canada).

"**Environmental Liabilities and Costs**" means all Losses and Claims, whether known or unknown, current or potential, past, present or future, imposed by, under or pursuant to Environmental Laws, including all Losses and Claims related to Remedial Actions and all reasonable fees, disbursements and expenses of counsel, experts, personnel and consultants, where such Losses and Claims are based on, arise out of or are otherwise in respect of: (a) the ownership or operation of the Business or any Affected Property; (b) the conditions on, under, above or about any Affected Property; (c) expenditures necessary to cause the operations of the Business or any Affected Property, to comply with any and all requirements, including expenditures necessary to effect the closure, decommissioning or rehabilitation of any of the operations of the Business or Affected Property; (d) the use, generation, manufacture, refining, treatment, transportation, storage, handling, recycling, disposal, depositing, transferring, producing or processing of Hazardous Material; (e) liability for personal injury or property damage, including damages assessed for the maintenance of a public or private nuisance; and (f) any other matter affecting the Affected Properties within the jurisdiction of any Governmental Entity administering any Environmental Law.

"**Environmental Notice**" means any written claim, citation, directive, request for information, statement of claim, notice of investigation, letter or other communication from any Person given in connection with any Environmental Law.

"**Environmental Permits**" means all permits, certificates, approvals, registrations and licences issued by any Governmental Entity to a Loan Party or to the Business pursuant to Environmental Laws and relating to or required for the operation of the Business or ownership of the Owned Real Estate, Leasehold Real Estate or other Property of a Loan Party.

"**Equity Hedging Agreement**" means any agreement constituting an eligible financial contract under the regulations issued under the *Bankruptcy and Insolvency Act* (Canada) in connection with AGI Common Shares or any equity securities plan hedging agreement, floor, cap or collar agreement, future or option or other similar agreement or arrangement, or any combination thereof, entered into by any Loan Party, where the subject matter of the same is AGI Common Shares or the price, value or amount payable thereunder is dependent or based upon the price of AGI Common Shares or fluctuations in the price thereof.

"**Equity Hedging Transaction**" means a transaction pursuant to an Equity Hedging Agreement.

"**Equivalent Amount**" means with respect to any two currencies, the amount obtained in one such currency when an amount in the other currency is converted into the first currency using the spot rate of exchange for such conversion as quoted by the Bank of Canada at the close of business on the Business Day that such conversion is to be made (or, if such conversion is to be made before close of business on such Business Day, then at approximately close of business on the immediately preceding Business Day) and, in either case, if no such rate is quoted, the spot rate of exchange quoted for wholesale transactions by the Canadian Agent in Toronto, Ontario on the Business Day such conversion is to be made in accordance with its normal practice.

"**ERISA**" means the *Employment Retirement Income Security Act of 1974*, as amended, and any successor statute thereto of similar import, together with the rules and regulations thereunder, in each case as in effect from time to time. Reference to sections of ERISA also refer to any successor sections thereto.

"**ERISA Affiliate**" means any trade or business (whether or not incorporated) that is a single employer with any of the Borrowers under Section 414 of the Code or Title IV of ERISA.

"**Erroneous Payment**" has the meaning specified in Section 13.28.

"**EU Bail-In Legislation Schedule**" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"**EURIBOR**" means, in relation to any EURIBOR Advance: (a) the applicable Screen Rate as of the Specified Time for Euros and for a period equal in length to the Interest Period of that EURIBOR Advance; or (b) as otherwise determined pursuant to Section 2.16; provided, that if EURIBOR determined as so provided shall ever be less than the Floor, then EURIBOR shall be deemed to be the Floor.

"**EURIBOR Advance**" means any Advance in Euros bearing interest based on EURIBOR.

"**Euro**" and "**€**" each means the lawful currency of the European Union.

"**Event of Default**" has the meaning specified in Section 10.1.

"**Excluded Swap Obligation**" means, with respect to any Guarantor, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor of, or the grant under a Security Document by such Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act (determined after giving effect to Section 12.15 of this Agreement and any and all Guarantees of such Guarantor's Swap Obligations by other Loan Parties) at the time the Guarantee of such Guarantor, or grant by such Guarantor of a security interest, becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one Hedging Transaction, such exclusion shall apply to only the portion of such Swap Obligation that is attributable to Hedging Transactions for which such Guarantee or security interest is or becomes illegal.

"**Excluded Taxes**" shall mean, with respect to the recipient (the "**Recipient**") of any payment to be made by or on account of any obligation of a Loan Party hereunder or under any other Loan Document: (a) Taxes imposed on or measured by its net income (however denominated), net worth, net profits, franchise Taxes, capital Taxes, and branch profits Taxes, in such case, imposed as a result of (i) the Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office, in the jurisdiction imposing such Tax (or any political subdivision thereof), or (ii) a present or former connection between the Recipient and the jurisdiction imposing such Tax or any political subdivision or taxing authority thereof or therein (other than any such connection arising solely from the Recipient having executed, delivered or performed its obligations or received a payment under, or enforced this Agreement or any other Loan Document), (b) Taxes imposed on amounts payable to a Lender at the time such Lender becomes a party to this Agreement or changes its lending office, except to the extent that such Taxes were not considered Excluded Taxes with respect to such Lender's immediate assignor, (c) any U.S. federal withholding Taxes imposed under FATCA, (d) Taxes attributable to the Recipient's failure to comply with Section 11.8(f), and (e) withholding Taxes under Part XIII of the *Income Tax Act* (Canada) imposed on amounts payable to or for the account of a Recipient as a consequence of the Recipient not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) with an Loan Party.

"**Existing Credit Agreement**" has the meaning specified in the Recitals.

"**Existing Credit Agreement Date**" means May 9, 2022.

"**Extending Lenders**" has the meaning specified in Section 2.7(b).

"**Extension Request**" has the meaning specified in Section 2.7(a).

"**Face Amount**" means, in respect of a Letter of Credit, the maximum amount payable to the Beneficiary thereunder.

"**FATCA**" means Sections 1471 through 1474 of the Code as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any intergovernmental agreements or any laws, rules or practices implementing such intergovernmental agreements.

"**Federal Funds Effective Rate**" means, for any day, an annual rate of interest, expressed on the basis of a year of 360 days, equal to the weighted average of the rates on overnight United States federal funds transactions with members of the Federal Reserve System arranged by United States federal funds brokers, as published by the Federal Reserve Bank of New York on the Business Day next succeeding such day; provided that (a) if such day is not a Business Day, the Federal Funds Effective Rate for such day will be such rate on such transactions on the next preceding Business Day as so published on the next succeeding Business Day, and (b) if no such rate is so published on such next succeeding Business Day, the Federal Funds Effective Rate for such day will be the average of the quotations for such day for such transactions received by the U.S. Agent from three United States federal funds brokers of recognized standing selected by it.

"**Fee Letter**" means the fee letter dated May 9, 2022 between the Borrowers and Canadian Imperial Bank of Commerce, as amended, restated or replaced from time to time.

"**Fees**" means any and all fees payable by a Borrower pursuant to this Agreement or any other Loan Document.

"**Final Maturity Date**" means **(i) for Bank of Montreal's Individual Commitment of the Credit Facilities,** July 3, 2028 **and (ii) for the Commitment of all Lenders (other than Bank of Montreal) of the Credit Facilities, March 20, 2030**, as such date may be extended in accordance with Section 2.7.

"**Financial Quarter**" means, in relation to each Borrower and their respective Consolidated Subsidiaries, each fiscal quarter of such person for financial reporting purposes, which fiscal quarters end on March 31, June 30, September 30 and December 31 of each calendar year.

"**Financial Year**" means, in relation to each Borrower and their respective Consolidated Subsidiaries, the financial year commencing on January 1 of each calendar year and ending on December 31 of the same calendar year.

"**Flood Hazard Property**" means any Mortgaged U.S. Property that is in an area designated by the Federal Emergency Management Agency as having special flood or mudslide hazards.

"**Flood Insurance Laws**" means, collectively, (a) National Flood Insurance Reform Act of 1994 (which comprehensively revised the National Flood Insurance Act of 1968 and the Flood Disaster Protection Act of 1973) as now or hereafter in effect or any successor statute thereto, (b) the Flood Insurance Reform Act of 2004 as now or hereafter in effect or any successor statute thereto and (c) the Biggert–Waters Flood Insurance Reform Act of 2012 as now or hereafter in effect or any successor statute thereto.

"Floor" means the rate per annum of interest equal to [redacted]%.

"Fourth Amendment Date" means March 20, 2026.

"**Full Guarantors**" mean as at the date hereof, collectively, AGHC, AGI, AGI Alpha, AGI Bravo, Airlanco, ~~Danmare USA,~~ Global, Hansen, Westfield ND, Yargus, Mitchell Mill, Suretrack and any other direct or indirect Subsidiary of a Borrower who from time to time provides a Guarantee in respect of the Secured Obligations in accordance with Section 9.4, together with their respective successors and assigns, and "**Guarantor**" means any one of the Guarantors; provided that (i) Limited Guarantors shall not be Full Guarantors, and (ii) any such Guarantor that is undesignated as a Guarantor in accordance with Section 9.4(d) shall cease to be a Guarantor as provided therein.

"**Fund**" means any Person (other than a natural person), including without limitation a mutual fund, pooled fund or pension fund, that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"**Global**" means Global Industries, Inc., a corporation existing under the laws of the State of Nebraska, and its successors and permitted assigns.

"**Governmental Entity**" means any: (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, including any supranational bodies such as the European Union or the European Central Bank; (b) any subdivision, agent, commission, board, or authority of any of the foregoing; or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

"**Guarantee**" means an unconditional, irrevocable, continuing joint and several guarantee executed by each Guarantor in favour of Canadian Imperial Bank of Commerce as agent for the Lenders, of the payment and performance of all Secured Obligations and otherwise on terms and conditions acceptable to the Canadian Agent and the U.S. Agent in their sole discretion. The Guarantees provided on or before the Restatement Date are described in Schedule "H".

"**Guarantors**" means, collectively, the Full Guarantors and Limited Guarantors.

"**Hansen**" means Hansen Manufacturing Corp., a corporation formed under the laws of the State of South Dakota, and its successors and permitted assigns.

"**Hazardous Material**" means any and all pollutants, toxic or hazardous wastes or any other Substance that might pose a hazard to health or safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage, or filtration of which is or shall be restricted, prohibited or penalized by any Environmental Law (including oil, petroleum products, asbestos, urea formaldehyde foam insulation and polychlorinated biphenyls).

"**Hedge Bank**" means any Person that, at the time it enters into any Secured Hedging Transaction permitted hereunder, is a Lender or an Affiliate of a Lender, in its capacity as a party to such Secured Hedging Transaction.

"**Hedging Transactions**" means, collectively, Interest Rate Hedging Transactions, Currency Hedging Transactions, Commodity Hedging Transactions and Equity Hedging Transactions.

"**Hostile Take-Over**" means a take-over bid or other acquisition which has not been approved by the board of directors of the Person to be acquired at the time such acquisition is commenced.

"IFRS" means international financial reporting standards as adopted in Canada from time to time.

"**Impermissible Qualification**" means, relative to: (a) the financial statements or notes thereto of any Person; or (b) the opinion or report of any independent auditors as to any financial statement or notes thereto, any qualification or exception to such financial statements, notes, opinion or report, as the case may be, which (i) is of a "going concern" or similar nature, or (ii) related to any limited scope of examination of material matters relevant to such financial statement, if such limitation results from the refusal or failure of the Person to grant access to necessary information therefor.

"**Indemnified Taxes**" means Taxes other than Excluded Taxes.

"**Individual Commitment**" means, at any time with respect to: (a) a Lender, the amount set forth in Schedule "A" as the individual commitment of such Lender under the Canadian Revolver Facility and U.S. Revolver Facility or one of them, as the context requires; (b) the Canadian Swing Line Lender, the amount set forth in Schedule "A" as the commitment of the Canadian Swing Line Lender to provide Canadian Swing Line Loans up to the Canadian Swing Line Sub-limit; and (c) the U.S. Swing Line Lender, the amounts set forth in Schedule "A" as the commitment of the U.S. Swing Line Lender to provide U.S. Swing Line Loans up to the U.S. Swing Line Sub-limit.

"**Information**" has the meaning specified in Section 12.17.

"**Insurance Proceeds**" means any amounts received by any Loan Party under any policy of insurance with respect to any loss, theft, damage or destruction of any Property subject to any Security Document.

"**Intellectual Property**" means any and all issued patents and patent applications, industrial design registrations, trade marks, registrations and applications therefor, trade names and styles, logos, copyright registrations and applications therefor, all of the foregoing owned by or licenced to a Loan Party and used in or necessary to the operation of its respective businesses.

"**Interest Payment Date**" means, as to any CORRA Advance, SOFR Advance or EURIBOR Advance, the last day of each Interest Period therefor and, in the case of any Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at three month intervals after the first day of such Interest Period, and on the Final Maturity Date; provided that, as to any such CORRA Advance, SOFR Advance or EURIBOR Advance, (i) if any such date would be a day other than a Business Day, such date shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such date shall be the next preceding Business Day and (ii) the Interest Payment Date with respect to any Advance that occurs on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in any applicable calendar month) shall be the last Business Day of any such succeeding applicable calendar month.

"**Interest Period**" means:

(a) with respect to any Term CORRA Advance, the period commencing on the date such Term CORRA Advance is advanced, continued, or created by conversion and ending on the numerically corresponding day that is one or three months thereafter, as specified in the applicable Borrowing Notice or Election Notice;

(b) with respect to any Daily Compounded CORRA Advance, the period commencing on the date such Daily Compounded CORRA Advance is advanced, continued, or created by conversion and ending on the numerically corresponding day that is one month thereafter;

(c) with respect to any SOFR Advance, the period commencing on the date such SOFR Advance is advanced, continued, or created by conversion and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as specified in the applicable Borrowing Notice or Election Notice; and

(d) with respect to any EURIBOR Advance, the period commencing on the date such EURIBOR Advance is advanced, continued, or created by conversion and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter, as specified in the applicable Borrowing Notice;

provided in each case that: (i) no Interest Period shall extend beyond the Final Maturity Date; (ii) whenever the last day of any Interest Period would otherwise be a day that is not a Business Day, the last day of such Interest Period shall be extended to the next succeeding Business Day, provided that, if such extension would cause the last day of an Interest Period to occur in the following calendar month, the last day of such Interest Period shall be the immediately preceding Business Day; and (iii) for purposes of determining an Interest Period, a month means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month; provided, that if there is no numerically corresponding day in the month in which such an Interest Period is to end or if such an Interest Period begins on the last Business Day of a calendar month, then such Interest Period shall end on the last Business Day of the calendar month in which such Interest Period is to end; and (iv) no tenor that has been removed from this definition pursuant to Section 2.15(d) shall be available for specification in such Borrowing Notice or Election Notice.

"**Interest Rate Hedging Transaction**" means a transaction pursuant to an Interest Rate Protection Agreement.

"**Interest Rate Protection Agreement"** means any interest rate swap agreement, interest rate cap, collar or floor agreement or other similar financial agreement or arrangement designed to protect against or manage exposure to fluctuations in interest rates.

"**Investment**" means, with respect to any Person: (a) any direct or indirect investment by such Person in another Person in the form of: (i) a loan, advance or other extension of credit (including by way of guarantee, but excluding the extension of trade credit in the ordinary course of business), (ii) a capital contribution to such Person (including by means of transfers of cash or other Property to any Person), (iii) the purchase or acquisition of any Capital Stock, Debt or any other similar instruments issued by such Person; or (iv) the incurrence of any Contingent

Liability in respect of such Person; or (b) the purchase or acquisition by such Person from another Person of Property constituting a business or undertaking as a going concern.

"**Issue**" means an issue of a Letter of Credit by an Issuing Lender pursuant to Article 5.

"**Issue Date**" has the meaning specified in Section 5.2(a).

"**Issue Notice**" has the meaning specified in Section 5.2(a) and is in the form attached hereto as Schedule "D".

"**Issuing Lender**" has the meaning specified in Section 5.1.

"**Judicial Order**" has the meaning specified in Section 5.7(a).

"**Laws**" means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, guidelines, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which such word is used and "**Law**" means any one of such Laws.

"**LC Sub-limit**" means C$50,000,000.

"**Leasehold Real Estate**" means the real estate of any of the Loan Parties held under a lease, agreement to lease or other right of occupation.

"**Lenders**" means, collectively, the Canadian Lenders and the U.S. Lenders, including any such Lender in its capacity as an Issuing Lender or Swing Line Lender if the context requires, and any one or more Assignees, successors and permitted assigns thereof, and "**Lender**" means any one of them, as the context may require.

"**Letter of Credit**" means a letter of credit or letter of guarantee (each of which is a "Type" of Letter of Credit) issued or to be issued by an Issuing Lender, in each case pursuant to Article 5 and in such form as the Issuing Lender may from time to time approve.

"**Letter of Credit Fee**" means, with respect to each Letter of Credit issued hereunder, an amount equal to the Applicable Margin applicable to Letters of Credit on the Face Amount of such Letter of Credit for the period during which such Letter of Credit is outstanding, and payable in accordance with Section 5.5.

"**Leverage Ratio**" means, at any time, the ratio of:

(a) Consolidated Total Debt of AGI at such time, less (i) (A) for the purposes of determining the Leverage Ratio for Applicable Margin purposes only, unencumbered cash of AGI and its Consolidated Subsidiaries (provided that the amount of all such cash held with financial institutions other than Lenders or their affiliates deducted pursuant to this clause (A) shall be capped at Cdn. $25,000,000), and (B) for all other purposes, unencumbered cash of AGI and its

Consolidated Subsidiaries (subject to a cap of Cdn. $35,000,000), (ii) the face amount of EDC Letters of Credit (to the extent undrawn), (iii) the principal amount of Convertible Debenture Debt and Senior Subordinated Unsecured Debentures, (iv) the negative mark-to-market value of Hedging Transactions included in the calculation of Debt pursuant to clause (h) of the definition thereof, and (v) Permitted Brazilian Debt,

to

(b) Consolidated EBITDA for the four most recently completed Financial Quarters, determined based on the consolidated financial statements of AGI most recently delivered pursuant to Section 8.1(a) and calculated as set out in Section 8.3.

"**Lien**" means, with respect to any Property, any charge, mortgage, pledge, hypothecation, security interest, lien, conditional sale (or other title retention agreement or lease in the nature thereof), lease, assignment, adverse claim, defect of title, trust or other encumbrance of any kind in respect of such Property (including any Lien accounted for as Capitalized Lease Liabilities for purposes of a balance sheet prepared in accordance with IFRS), whether or not filed, recorded or otherwise perfected under applicable Law.

"**Limited Guarantor**" means a Subsidiary of AGI that either (i) has granted a Guarantee that is subject to limitations under local law that impair in any material respect the benefit thereof, or (ii) is governed by the laws of a jurisdiction under which (x) the ability of the Agent and the Lenders to enforce rights and remedies in respect of the Guarantee and any Security Documents granted by such Subsidiary, or to recover amounts owing by such Subsidiary pursuant to any such enforcement or under local Debtor Relief Laws, could be restricted by local law in a manner that could deprive the Lenders of the full benefit thereof, or (y) political risk could otherwise affect the ability of the Agent and the Lenders to realize the full benefit of such Guarantees and Security Documents, in each of the foregoing cases as determined by the Majority Lenders in their reasonable discretion, it being understood and agreed that (A) neither of the Borrowers, nor any Subsidiary that is established pursuant to the laws of Canada, the United States, the United Kingdom, Australia or New Zealand and becomes a Loan Party, shall be a Limited Guarantor, (B) except as may be otherwise determined by the Majority Lenders in their reasonable discretion, each Subsidiary that is established pursuant to the laws of Brazil and becomes a Loan Party shall be a Limited Guarantor, and (C) no Subsidiary shall become a Limited Guarantor unless in the determination of the Majority Lenders, acting reasonably, there is material value to the Guarantee and Security Documents delivered by such Subsidiary; provided that, any such Guarantor that is undesignated as a Guarantor in accordance with Section 9.4(d) shall cease to be a Guarantor as provided therein.

"**Loan Documents**" means, collectively, this Agreement, the Guarantees, the Security Documents, the Fee Letter and all other agreements, certificates and instruments delivered or given or confirmed by a Loan Party in favour of an Agent, the Lenders or the Collateral Agent pursuant to or in connection with this Agreement, and "**Loan Document**" means any one of such Loan Documents and, other than for the purposes of Section 6.2, the lead-in paragraphs in Sections 8.1, 8.2 and 8.3, Section 10.1(c) and Section 13.14, the agreements relating to Secured Hedging Transactions and Secured Cash Management Agreements.

"**Loan Parties**" means, collectively, the Borrowers and the Guarantors, and "**Loan Party**" means any one of them.

"**Loss**" means any loss whatsoever, whether direct or indirect, including expenses, costs, damages, judgments, penalties, fines, charges, claims, demands, liabilities, loss of profits, debts, interest and any and all legal fees and disbursements, on a solicitor and own client basis.

"**Majority Lenders**" means, if there are one or two Lenders, all Lenders and, if there are three or more Lenders, means at any particular time: (a) prior to termination of the Commitments, such group of Lenders whose Individual Commitments under the Credit Facilities, or a particular Credit Facility as the context requires, at such time aggregate more than two-thirds of the aggregate of the Individual Commitments of all the Lenders under such Credit Facilities at such time; and (b) after termination of the Commitments, such group of Lenders whose Outstandings at such time aggregate more than two-thirds of the Total Outstandings at such time. For the purpose of this definition a Canadian Lender and its United States Affiliate or branch shall count as a single Lender.

"**Material Acquisition**" means a Permitted Acquisition in respect of which the aggregate consideration (in the form of cash, assumed debt, or otherwise but excluding any earn-out or other contingent future payments) is $75,000,000 or greater.

"**Material Adverse Effect**" means (i) a material adverse effect on the business, operations, properties, assets, or financial condition of the Loan Parties, taken as a whole, (ii) a material adverse effect on the ability of the Loan Parties, taken as a whole, to pay or perform their debts, liabilities or obligations under the Loan Documents, or (iii) an adverse effect on the right, entitlement or ability of the Agent or the Lenders to enforce their material rights or remedies under the Loan Documents.

"**Material Agreements**" means, collectively (i) the Material Debt Agreements, and (ii) any other agreements to which any Loan Party is a party, the breach, termination, non-renewal or cancellation of which could reasonably be expected to have a Material Adverse Effect.

"**Material Debt Agreements**" means, collectively, the indentures governing any Convertible Debenture Debt and the indentures or other agreements governing any Senior Subordinated Unsecured Debentures in effect from time to time.

"**Material Permit**" means any Permit issued to a Loan Party that, if cancelled, revoked, terminated or not renewed, would reasonably be expected to materially impair the ability of the Loan Parties as a whole to carry on the Business in the ordinary course or otherwise have a Material Adverse Effect.

"**Milltec Debt**" means Debt of Milltec Machinery Private Limited in an aggregate principal amount not to exceed the Equivalent Amount of U.S.$35,000,000.

"**Mitchell Mill**" means Mitchell Mill Systems USA, Inc., a corporation existing under the laws of the State of Missouri, and its successors and permitted assigns.

"**Modification Period" means the period from and including December 31, 2025 to the earlier of (i) December 31, 2026 (including for certainty, such date) and (ii) the date specified in the notice contemplated in Section 8.3(e).**

"**Mortgaged U.S. Property**" means any Owned Real Estate located in the U.S. specifically mortgaged under the Security Documents.

"**Multiemployer Plan**" means any "multiemployer plan" (as such term is defined in Section 3(37) or 4001(a)(3) of ERISA).

"**Net Debt Proceeds**" means with respect to the sale or issuance by any Loan Party to any Person of any Debt or options to purchase any such Debt, or the exercise of any such options, the excess of the gross cash proceeds received by such Loan Party from such sale, exercise or issuance, over all reasonable and customary underwriting commissions and legal, investment banking, brokerage and accounting and other professional fees, sales commissions and disbursements actually incurred by such Loan Party in connection with such sale, issuance or exercise.

"**Net Equity Proceeds**" means with respect to the sale or issuance by AGI to any Person of any AGI Capital Stock, Convertible Debenture Debt, Senior Subordinated Unsecured Debentures, any other type of equity security or Debt instrument convertible into equity securities, warrants or options to purchase the foregoing, or the exercise of any such warrants or options, the excess of the gross cash proceeds received by AGI from such sale, exercise or issuance, over all reasonable and customary underwriting commissions and legal, investment banking, brokerage and accounting and other professional fees, sales commissions and disbursements actually incurred by AGI in connection with such sale, issuance or exercise.

"**Non-Extending Lender**" has the meaning specified in Section 2.7(c).

"**Note Agreement**" means the Third Amended and Restated Note Purchase and Private Shelf Agreement, dated as of November 14, 2018 made among, inter alia, PGIM, Inc. (formerly Prudential Investment Management, Inc.), the Borrowers and Hansen, as co-obligors, and the purchasers of Notes named therein, as amended.

"**Notes**" means the senior secured notes issued by the Borrowers and Hansen, as co-obligors, pursuant to the Note Agreement, the obligations under which were repaid in full as of the Existing Credit Agreement Date.

"**Notice**" means any notice, citation, directive, request for information, writ, summons, statement of claim or other communication from any Person.

"**Obligations**" means (a) in respect of the Borrowers, all indebtedness, liabilities and other obligations of the Borrowers to the Agents, the Lenders or any of them arising hereunder and under any other Loan Document to which they are a party, and (b) in respect of any other Loan Party, all indebtedness, liabilities and other obligations of such Loan Party under the Guarantees or any other Loan Document to which such Loan Party is a party, in each case, direct or indirect, matured or not.

"**Original Credit Agreement**" means the credit agreement dated as of November 14, 2018 between the Borrowers, the Lenders and the Agents, as amended by the first amending agreement dated as of March 20, 2020.

"**Original Closing Date**" means November 14, 2018.

"**Original Currency**" has the meaning specified in Section 11.12.

"**Other Currency**" has the meaning specified in Section 11.12.

"**Outstandings**" means, with respect to any Lender at any time, an amount calculated in Canadian Dollars (using the Equivalent Amount for amounts outstanding denominated in U.S. Dollars or Euros or, in the case of Letters of Credit, other applicable currencies) at such time equal to the sum of: (a) the aggregate principal amount of all outstanding Advances (other than Swing Line Loans) by such Lender; (b) such Lender's Pro Rata Share of the aggregate principal amount of all Canadian Swing Line Loans and U.S. Swing Line Loans outstanding at such time; and (c) such Lender's Pro Rata Share of the aggregate Face Amount of all Letters of Credit issued and outstanding at such time.

"**Owned Real Estate**" means the real estate of any of the Loan Parties held in fee simple or an interest analogous to a fee simple interest as absolute owner.

"**Participant**" has the meaning specified in Section 12.8(e).

"Payment Recipient" has the meaning specified in Section 13.28.

"**PBGC**" means Pension Benefit Guaranty Corporation.

"**Pension Plan**" means any plan, program, arrangement or understanding that is a pension plan for the purposes of any applicable pension benefits or tax laws of Canada or a province or territory thereof (for greater certainty not including the Canada Pension Plan maintained by the Government of Canada or the Quebec Pension Plan maintained by the Province of Quebec) or of any other jurisdiction other than the United States, which is maintained, administered or contributed to by (or to which there is or may be an obligation to contribute by) any of the Loan Parties in respect of any Person's employment in Canada or a province or territory thereof or any other such jurisdiction, all related funding agreements and all related agreements, arrangements and understandings in respect of, or related to, any benefits to be provided thereunder.

"**Performance Letter of Credit**" means a Letter of Credit, the payment of which is contingent on the default of one or more enumerated performance obligations by one or more Loan Parties, with such characterization to be determined by the Canadian Agent (such determination to be conclusive) based on applicable capital adequacy guidelines.

"**Permits**" means all governmental licences, authorizations, consents, registrations, exemptions, permits and other approvals that are necessary or desirable for the operation of the Business.

"**Permitted Acquisition**" means an acquisition by a Borrower or any Subsidiary thereof of Property constituting a business or undertaking as a going concern or of Capital Stock of a Person such that it becomes a Subsidiary of AGI, provided that:

(a) the Person or business being acquired (the "**Acquiree**") carries on the Business;

(b) either (i) the *pro forma* Leverage Ratio after giving effect to such acquisition is <3.25:1.00, or (ii) if the *pro forma* Leverage Ratio is ≥ 3.25:1.00, the Majority Lenders have provided prior written consent to such acquisition; provided further that no such consent shall be required if (A) the consideration to be paid (whether by cash, assumed debt or otherwise but excluding any earn-outs or other contingent future payments) for such acquisition is less than C$100 million (or the Equivalent Amount in Canadian Dollars for acquisitions in respect of which the purchase price is paid in another currency) and (B) the consideration paid (whether by cash, assumed debt or otherwise but excluding any earn-outs or other contingent future payments) for such acquisition and all other acquisitions in the applicable Financial Year is not in excess of US$200 million (or the Equivalent Amount in U.S. Dollars for acquisitions in respect of which the purchase price was paid in another currency);

(c) within forty five (45) days of the date of completion of such acquisition, the Collateral Agent on behalf of the Secured Parties is provided with Security Documents effecting Liens over all the Property being acquired and, if such acquisition is an acquisition of Capital Stock of any Person, a valid and unlimited Guarantee from such Person together with security interests in favour of the Collateral Agent on behalf of the Secured Parties over the Property of such Person so as to constitute such Person as a Full Guarantor, all subject to and in accordance with Section 9.4 (unless such Person is designated to be an Unencumbered Subsidiary in accordance with the provisions thereof);

(d) no Default or Event of Default has occurred or is continuing at the time of the applicable Loan Party or Loan Parties entering into a legally binding commitment in respect of the acquisition;

(e) the Acquiree is not resident or located in a Designated Jurisdiction;

(f) after giving effect to such acquisition, all representations and warranties contained in Section 7.1 of this Agreement will be true and correct as of the date of such acquisition with the same force and effect as if such representations and warranties had been made on and as of such date (unless they were made as of a specific date) and each Borrower will be in compliance with all covenants (including the financial covenants set out in Section 8.3) contained in this Agreement; and

(g) in the case of any Material Acquisition, the Borrowers shall have provided to the Agents a copy of the purchase agreement, historical financial statements of the Acquiree for the last three completed financial years (to the extent available) and an officer's certificate as to compliance with the foregoing (including calculations in reasonable detail of *pro forma* covenant compliance, including, if applicable, calculations provided for in clause (b) above).

"**Permitted Brazilian Debt**" means (i) debt relating to a receivable financing with recourse to, or a securitization by, AGI Brazil or one or more of its other Subsidiaries located in Brazil of long term receivables owing by customers in Brazil, or (ii) obligations (by way of guarantee or otherwise) of AGI Brazil or any such other Subsidiaries to local banks in Brazil in respect of the financing by such banks of payments by customers to AGI Brazil or any such other Subsidiaries; provided that the aggregate principal amount of all Permitted Brazilian Debt and the outstanding amount of all Permitted Brazilian Investments shall not at any time exceed the Equivalent Amount thereof of US$50,000,000.

"**Permitted Brazilian Investment**" means an Investment by AGI Brazil or one or more of its other Subsidiaries located in Brazil in a Fundo de Investimento em Direitos Creditórios (FIDC) established solely for the purpose of financing long term receivables owing by customers of AGI Brazil or one or more of its Subsidiaries, provided that the aggregate principal amount of all Permitted Brazilian Debt and the outstanding amount of all Permitted Brazilian Investments shall not at any time exceed the Equivalent Amount thereof of US$50,000,000.

"**Permitted Brazilian SPE Debt**" means obligations of any SPE to a financial institution in respect of the financing by such financial institution to such SPE; provided that the obligations thereunder are non-recourse to any Loan Party (but which for certainty may include, recourse to the shares or other ownership interests or investments of a Loan Party in such SPE) and the aggregate principal amount of all Permitted Brazilian SPE Debt shall not at any time exceed the Equivalent Amount thereof of US$35,000,000.

"**Permitted Debt**" means:

(a) Debt under the Credit Facilities;

(b) Debt in respect of Cash Management Agreements and Hedging Transactions permitted by this Agreement with Lenders or their Affiliates;

(c) Purchase Money Debt in an aggregate amount not to exceed the greater of (i) C$50,000,000 and (ii) 4.5% of CTTA;

(d) Convertible Debenture Debt and Senior Subordinated Unsecured Debentures outstanding as of the Restatement Date, and Subordinated Debt, Convertible Debenture Debt and Senior Subordinated Unsecured Debentures issued after the Restatement Date, and in each case Permitted Refinancings thereof;

(e) Debt under EDC Letters of Credit in an aggregate amount not to exceed the greater of (i) C$50,000,000 and (ii) 4.5% of CTTA;

(f) Permitted Intercompany Debt;

(g) guarantees of any Debt (other than Convertible Debenture Debt, Senior Subordinated Unsecured Debentures and Subordinated Debt) of Full Guarantors otherwise permitted hereunder;

(h) Permitted Brazilian Debt;

(i) other Debt of Loan Parties or their Subsidiaries in an aggregate amount at any time not to exceed the greater of (i) C$50 million and (ii) 4.5% of CTTA;

(j) such other Debt of a Borrower or any Subsidiary thereof that is approved and consented to from time to time in advance in writing by the Agents, upon direction from the Majority Lenders, in their sole discretion;

(k) Milltec Debt and any guarantees of any Loan Party in respect thereof;

(l) other Debt of Limited Guarantors in an aggregate amount at any time not to exceed the greater of (i) C$50 million and (ii) 4.5% of CTTA;

(m) loans by Full Guarantors to Limited Guarantors, and guarantees by Full Guarantors of Debt of Limited Guarantors, constituting Investments made pursuant to clauses (c) and (g) of the definition of Permitted Investments;

(n) any letters of credit, performance guarantees and other similar instruments of Unencumbered Subsidiaries in an aggregate amount at any time not to exceed U.S.$25,000,000, provided that the obligations thereunder are non-recourse to any Loan Party; and

(o) Permitted Brazilian SPE Debt.

"**Permitted Dispositions**" means

(a) Dispositions of inventory in the ordinary course of business;

(b) Dispositions among Full Guarantors;

(c) Dispositions among Limited Guarantors;

(d) Dispositions from Limited Guarantors to Full Guarantors;

(e) Dispositions from Full Guarantors to Limited Guarantors constituting Investments made pursuant to clauses (c) and (g) of the definition of Permitted Investments;

(f) Dispositions of Property that is obsolete, worn out, no longer useful or being replaced;

(g) Dispositions of accounts receivable on a "true sale" non-recourse basis in an aggregate amount of up to $50,000,000 at any time outstanding;

(h) Dispositions of receivables sold pursuant to a receivable financing transaction contemplated in clause (i) of the definition of Permitted Brazilian Debt;

(i) Dispositions of Investments in SPEs; and

(j) other Dispositions for an aggregate consideration (by way of cash, assumed debt or otherwise) not in excess of the greater of (A) C$75 million and (B) 7.0% of CTTA in any Financial Year.

"**Permitted Financial Investments**" means: (a) negotiable instruments or securities in bearer or registered form which evidence (i) obligations of or unconditionally guaranteed by the Government of Canada or the Government of the United States or any agency or instrumentality of either of them, (ii) obligations of or unconditionally guaranteed by a province of Canada or any State of the United States, so long as they have the Permitted Rating, (iii) deposits issued or accepted by any Schedule "I" Canadian chartered bank, or any other commercial bank organized under the laws of Canada or the United States so long as it has the Permitted Rating, (iv) commercial paper of Canadian or United States corporations or Canadian or United States issuers so long as it has the Permitted Rating, (v) other similar negotiable instruments or securities which are issued or guaranteed by Persons which have the Permitted Rating; and (vi) bank deposit certificates issued or accepted by any commercial bank organized under the laws of Brazil so long as it has a Permitted National Rating; (b) demand deposits with an Agent, or (c) other investments approved in advance by the Agents, upon direction from the Majority Lenders, in their sole discretion.

"**Permitted Intercompany Debt**" means (a) any unsecured intercompany Debt between any of the Full Guarantors, (b) any unsecured intercompany Debt between any of the Limited Guarantors, and (c) unsecured loans by Limited Guarantors to Full Guarantors, and guarantees by Limited Guarantors of the Debt of Full Guarantors.

"**Permitted Investments**" means:

(a) Permitted Financial Investments;

(b) Investments in Full Guarantors;

(c) provided no Event of Default has occurred and is continuing at the time such Investment is made, Investments in Limited Guarantors, Subsidiaries which are not Loan Parties, and in other Persons in a maximum aggregate amount after the Original Closing Date not to exceed the greater of (i) US$125,000,000 and (ii) 10.0% of CTTA, net of the proceeds of any such Investments Disposed of or otherwise returned (by way of liquidating dividend, winding-up or otherwise) to a Loan Party after the Original Closing Date and net of any such Investments in a Subsidiary that, at the time of such Investment, was not a Loan Party, but is thereafter designated as and remains a Loan Party;

(d) Permitted Acquisitions;

(e) Permitted Intercompany Debt;

(f) guarantees of Permitted Debt of Loan Parties (other than Convertible Debenture Debt, Senior Subordinated Unsecured Debentures and Subordinated Debt);

(g) provided no Event of Default has occurred and is continuing at the time such Investment is made, other Investments in Limited Guarantors in a maximum aggregate amount after the Existing Credit Agreement Date not to exceed $40,000,000;

(h) the acquisition or ownership of Investments (including obligations evidencing Debt) received in connection with the settlement of accounts in the ordinary course of the Business or in connection with the bankruptcy or reorganization of suppliers or in settlement of delinquent obligations of, and other disputes with, suppliers arising in the ordinary course of business;

(i) loans and advances to officers and employees of the Loan Parties in the ordinary course of the Business;

(j) the Investment as of the Original Closing Date in Beretta Farms Inc. (formerly One Earth Farms Corporation);

(k) Permitted Brazilian Investments; and

(l) any other Investment which has been approved by the Agents, upon direction from the Majority Lenders, in their sole discretion.

"**Permitted Liens**" means, with respect to any Person, any one or more of the following:

(a) Liens against Property of the Person for Taxes, assessments or governmental charges or levies not at the time due and delinquent or, if due and delinquent, the validity of which is being contested at the time by the Person in good faith by proper legal proceedings, provided that adequate reserves with respect thereto are maintained on the books of such Person in accordance with IFRS and, in each case, such Liens will not interfere with use of any material Property by such Person or involve any immediate danger of the sale, forfeiture or loss of any material Property;

(b) Liens against Property of the Person resulting from any judgment rendered or Claim filed against such Person which such Person shall be contesting in good faith by proper legal proceedings provided that adequate reserves with respect thereto are maintained on the books of such Person in accordance with IFRS, and in each case, such Liens will not interfere with use of any material Property by such Person or involve any immediate danger of the sale, forfeiture or loss of any material Property;

(c) undetermined or inchoate Liens arising in the ordinary course of business which have not at such time been filed pursuant to Law against such Person or which relate to obligations not due and delinquent or, if due and delinquent, the validity of which is being contested at the time by the Person in good faith by proper legal proceedings, provided that adequate reserves with respect thereto are maintained on the books of such Person in accordance with IFRS and, in each case, such Liens will not involve any immediate danger of the sale, forfeiture or loss of any material Property;

(d) Liens affecting real property of such Person which are: (i) title defects, encroachments or irregularities of a minor nature; or (ii) restrictions, easements, rights-of-way, servitudes or other similar rights in land (including, without restriction, rights of way and servitudes for railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light and power and telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved by other Persons and, in each case, such Liens will not materially interfere with the use of such real property by such Person;

(e) the right reserved to or vested in any Governmental Entity by any statutory provision, or by the terms of any lease, licence, franchise, grant or permit of such Person, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition to the continuance thereof;

(f) any Lien resulting from the deposit of cash or securities in connection with contracts, tenders or expropriation proceedings, or to secure worker's compensation, surety or appeal bonds, costs of litigation when required by Law, and public and statutory obligations;

(g) any Lien resulting from security given to a public utility or Governmental Entity when required by such utility or Governmental Entity in connection with the operation of the business of such Person;

(h) the reservations, limitations, provisos and conditions, if any, expressed in any original grants of real property from the Crown;

(i) carriers', warehousemen's, mechanics', material-men's, repairmen's or other similar Liens against Property arising in the ordinary course of business which are not registered against title to the Collateral and are not overdue for a period of more than thirty (30) days or which are being contested at the time by the Person in good faith by proper legal proceedings, provided that adequate reserves with respect thereto are maintained on the consolidated books of such Person in accordance with IFRS, and in each case, such Liens will not interfere with use of any material Property by the Person or involve any immediate danger of the sale, forfeiture or loss of any material Property;

(j) any Lien, payment of which has been provided for by the depositing with the Agent of an amount in cash, or the obtaining of a surety bond satisfactory to the Agent, in its absolute discretion, sufficient in either case to pay or discharge such

Lien and which deposit or bond the Agent is authorized to use or draw upon for that purpose;

(k) zoning and building by-laws and ordinances, municipal by-laws, provincial laws, and regulations, which do not adversely affect in any material respect the use of real property concerned in the operation of the business conducted on such real property;

(l) covenants restricting or prohibiting access to or from lands abutting on controlled access highways, which do not adversely impair in any material respect the use of the real property concerned in the operation of the business conducted on such real property;

(m) Liens in respect of claims for unpaid wages, vacation pay, worker's compensation, unemployment insurance premiums, pension plan contributions, employee or non-resident withholding tax source deductions, realty taxes (including utility charges and business taxes which are collectable like realty taxes), unremitted goods and services taxes, provincial sales taxes, customs duties or similar statutory obligations secured by a Lien on any Loan Party's Property ranking prior to or *pari passu* with the Security, but only if the obligations secured by such Liens are paid before they become delinquent or they are being contested by the Person in good faith by proper legal proceedings, provided that adequate reserves with respect thereto are maintained on the consolidated books of such Person in accordance with IFRS;

(n) Liens securing permitted Purchase Money Debt; provided that: (i) such Liens shall extend only to the specific Property of the Loan Parties acquired with the proceeds of such Purchase Money Debt (and not any other portion of the Collateral); (ii) recourse in respect of such Liens shall be limited to such specific Property and the proceeds thereof; and (iii) the aggregate principal amount of the Purchase Money Debt secured thereby shall not exceed the amount permitted by clause (c) of the definition of Permitted Debt;

(o) Liens in favour of the Collateral Agent for the benefit of the Secured Parties created by the Security Documents;

(p) Liens securing Debt described in subparagraphs (i) and (l) of the definition of Permitted Debt;

(q) Liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of combination of accounts or similar rights in the ordinary course of conducting day-to-day banking business in relation to deposit accounts or other funds maintained with a financial institution;

(r) Liens or any right of distress reserved in or exercisable under any real property lease for rent or otherwise to effect compliance with the terms of such lease, in respect of which the rent or other obligations are not at the time overdue, or if overdue, the validity of which is being contested in good faith by proper legal proceedings, provided that adequate reserves with respect thereto are maintained on the consolidated books of such Person in accordance with IFRS;

(s) Liens in connection with any operating lease entered into in the ordinary course of business (which, for certainty shall not include any leases entered into in connection with any Sale-Leaseback Transaction);

(t) any Liens other than the Liens described in paragraphs (a) to (s) above existing on the date hereof and disclosed in Schedule 7.1(l), together with any extension or renewal thereof, but only to the extent that such Liens are not extended to any other Property and there is no increase in the amount secured thereby as of the date of this Agreement;

(u) Liens arising by operation of Law or in the ordinary course of the Business (and not to secure Debt for borrowed money) of Subsidiaries which carry on business outside of Canada and the United States;

(v) Liens arising under applicable requirements of Law in connection with the true sale of accounts receivable permitted by the Credit Agreement provided such Liens are limited solely to such accounts receivable and the proceeds therefrom;

(w) Liens over any deposit account established for the purpose of receiving, and the amounts in which will be limited solely to, amounts owing by debtors under sold accounts receivable reference in paragraph (v) above;

(x) Liens securing Permitted Brazilian SPE Debt;

(y) Liens securing receivable financings contemplated in paragraph (i) of Permitted Brazilian Debt provided such Liens are limited solely to accounts receivables and the proceeds therefrom; and

(z) other Liens as agreed to in writing by the Agents, at the direction of the Majority Lenders, in their sole discretion.

"**Permitted National Rating**" means, with respect to any commercial bank organized under the laws of Brazil, any of (i) a national rating for its long-term indebtedness of AA(bra) or better from Fitch Ratings, Inc. ("**Fitch**") and, if such commercial bank also has a short-term indebtedness national rating from Fitch, a national rating for its short-term indebtedness of F1+(bra) or better from Fitch, (ii) a national rating for its long-term indebtedness of AA.br or better from Moody's Investors Service, Inc. ("**Moody's**") and, if such commercial bank also has a short-term indebtedness national rating from Moody's, a national rating for its short-term indebtedness of ML A-1.br or better from Moody's, or (iii) a national rating for its long-term indebtedness of brAA. Br or better from Standard & Poor's Rating Services, a division of S&P Global Inc. ("**S&P**") and, if such commercial bank also has a short-term indebtedness national rating from S&P, a national rating for short-term indebtedness of brA-1+ or better from S&P.

"**Permitted Rating**" means, with respect to any Permitted Financial Investment, a rating for short-term indebtedness of A (High) or better from DBRS Limited or a rating for long-term indebtedness of A (High) or better from DBRS Limited or equivalent rating from Standard & Poor's Rating Services, a division of S&P Global Inc., or Moody's Investors Service, Inc.

"**Permitted Refinancing**" means, in respect of Subordinated Debt (other than Permitted Intercompany Debt), Convertible Debenture Debt or Senior Subordinated Unsecured Debentures outstanding from time to time, the issuance by AGI or any other Loan Party of Debt ("**Refinancing Debt**") in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund any such Debt; *provided* that:

(a) such Refinancing Debt constitutes Permitted Debt hereunder;

(b) the principal amount (or accreted value, if applicable) of such Refinancing Debt does not exceed the principal amount (or accreted value, if applicable) of the Debt extended, refinanced, renewed, replaced, defeased or refunded (plus all accrued interest on such Debt and the amount of all premiums and make-whole amounts associated therewith);

(c) the stated maturity of the such Refinancing Debt is (i) no earlier than the stated maturity of the Debt being extended, refinanced, renewed, replaced, defeased or refunded, and (ii) at least 91 days after the Final Maturity Date;

(d) such Refinancing Debt is not subject to a mandatory repayment or sinking fund obligations, contingent or otherwise, prior to the stated maturity thereof except, in the case of any Convertible Debenture Debt or Senior Subordinated Unsecured Debentures, in accordance with the definitions thereof; and

(e) such Refinancing Debt is incurred by the Person that was the obligor on the Debt being extended, refinanced, renewed, replaced, deferred or refunded and is guaranteed only by Persons who were obligors on the Debt being extended, refinanced, renewed, replaced, deferred or refunded or are otherwise permitted hereunder to guarantee such Debt.

"**Person**" means an individual, partnership (including limited partnership), corporation, limited liability company, association, trust, unincorporated association, syndicate, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

"**Prime Rate**" means, for any particular day, the variable rate of interest per annum, calculated on the basis of a year of three hundred and sixty-five (365) days, equal to the greater of: (a) the rate of interest per annum established by the Canadian Agent for such day as the variable rate of interest per annum for the determination of interest rates that the Canadian Agent charges to its customers of varying degrees of creditworthiness for Canadian Dollar loans made by it in Canada and which it refers to as its "Prime Rate"; and (b) Adjusted Term CORRA for an interest period of one (1) month in effect on such day plus [redacted] basis points per annum. In no event shall the Prime Rate be less than the Floor.

"**Prime Rate Advance**" means an Advance denominated in Canadian Dollars which bears interest based on the Prime Rate.

"**Prior Agreement**" has the meaning specified in Section 1.11(b).

"**Pro Rata Share**" means at any time, with respect to a Lender and a Credit Facility, the ratio of the Individual Commitment of such Lender with respect to such Credit Facility at such time to the aggregate of the Individual Commitments of all the Lenders with respect to such Credit Facility at such time (and, solely for the purposes of determining each Lender's Pro Rata Share of any Accommodations or payments of principal, interest or fees to be made hereunder, but not for any other purpose, (i) in the case of the Canadian Swing Line Lender, will be net of the Canadian Swing Line Sub-limit for purposes of determining such Canadian Lender's Pro Rata Share of the Tranche A Canadian Revolver, and (ii) in the case of the U.S. Swing Line Lender, will be net of the U.S. Swing Line Sub-limit for purposes of determining such U.S. Lender's Pro Rata Share of the U.S. Revolver Facility).

"**Property**" means, with respect to any Person, any interest of such Person in any property or asset of every kind, wherever situate, whether now owned or hereafter acquired, whether real or immovable, personal, movable or mixed, tangible or corporeal, intangible or incorporeal, including Capital Stock in any other Person.

"**Purchase Money Debt**" means, with respect to any Person, Capitalized Lease Liabilities and all obligations of such Person incurred to finance the acquisition of Property, which shall not include any improvement or addition to any existing Property, forming part of the Collateral.

"**Qualified ECP Guarantor**" means at any time each Loan Party with total assets exceeding $10,000,000 or that qualifies at such time as an "eligible contract participant" under the Commodity Exchange Act and can cause another Person to qualify as an "eligible contract participant" at such time under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Quoted Tenor**" means, in relation to the Screen Rate, any period for which that Screen Rate is customarily displayed on the relevant page or screen of an information service.

"**Receiver**" means a receiver, receiver and manager or other person having similar powers or authority appointed by an Agent or by a court at the instance of an Agent in respect of the Collateral or any part thereof.

"**Recipient**" has the meaning specified in the definition of "Excluded Taxes".

"**Related Parties**" means, with respect to any Person, such Person's Affiliates and the directors, officers, employees and agents of such Person and of such Person's Affiliates.

"**Release**" when used as a verb includes release, spill, leak, emit, deposit, discharge, leach, migrate, dump, issue, empty, place, seep, exhaust, abandon, bury, incinerate or dispose into the Environment and "**Release**" when used as a noun has a correlative meaning.

"**Relevant Governmental Body**" means, as applicable, (i) the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto, or (ii) the Board of Governors of the Federal Reserve System of the United States and/or the

Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System of the United States and/or the Federal Reserve Bank of New York, or any successor thereto.

"**Remedial Action**" means any action, whether voluntary or compelled, that is reasonably necessary to: (a) clean up, remove, treat or in any other way deal with Hazardous Material in the Environment; (b) prevent any Release of Hazardous Material where such Release would violate any Environmental Laws or would endanger or threaten to endanger public health or welfare or the Environment; or (c) perform remedial studies, investigations, restoration and post-remedial studies, investigations and monitoring on, about or in connection with the Business or any of the Owned Real Estate, Leasehold Real Estate or other Property (including the Collateral).

"**Repayment Notice**" has the meaning specified in Section 2.8(a) and is in the form attached as Schedule "F".

"**Replacement Lender**" has the meaning specified in Section 12.10.

"**Resolution Authority**" means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

"**Restatement Date**" means the date on which the conditions set forth in Section 6.2 have been fulfilled or performed to the satisfaction of the Canadian Agent, the U.S. Agent and the Majority Lenders.

"**Sale-Leaseback Transaction**" means, with respect to any Person, any direct or indirect arrangement pursuant to which such Person or a Subsidiary of such Person transfers or causes the transfer of Property to another Person and leases it back from such Person pursuant to a Capitalized Lease Liability.

"**Sanction(s)**" means any applicable international economic sanction administered or enforced by the Canadian Government, United States Government (including Office of Foreign Assets Control), the United Nations Security Council, the European Union, His Majesty's Treasury, or other sanctions authority having jurisdiction.

"**Screen Rate**" means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over the administration of that rate) for the relevant period displayed (before any correction, recalculation or republication by the administrator) on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate).

"**Second Amendment**" means the second amendment dated December 16, 2024 between the Borrowers, the Canadian Agent, the U.S. Agent and each of the lenders party thereto, as lenders, to the Prior Agreement.

"**Second Amendment Closing Date**" means the "Effective Date", as such term is defined in the Second Amendment.

"**Secured Cash Management Agreement**" means any Cash Management Agreement entered into by and between any Loan Party and any Cash Management Bank.

"**Secured Hedging Transactions**" means Hedging Transactions between any Loan Party and any one or more of the Hedge Banks.

"**Secured Obligations**" has the meaning specified in Section 9.1(a).

"**Secured Parties**" means, collectively the Collateral Agent, the Lenders, the Cash Management Banks party to any Secured Cash Management Agreements and the Hedge Banks party to any Secured Hedging Transactions;

"**Security**" means the Liens created by the Security Documents;

"**Security Documents**" means the Subordination Confirmation Agreement and those agreements and other documents in favour of the Collateral Agent for the benefit of the Secured Parties described in Schedule "H" as such documents may be amended, restated or supplemented from time to time, and any other agreement or instrument which may from time to time be held by the Collateral Agent for the benefit of the Secured Parties as security for all or any portion of the Secured Obligations.

"**Senior Subordinated Unsecured Debentures**" means (i) 5.40% unsecured subordinated debenture debt in the aggregate principal amount outstanding as of the Restatement Date of $86,250,000, issued under a trust indenture dated March 19, 2019, between AGI and Computershare Trust Company of Canada, (ii) 5.25% unsecured subordinated debenture debt in the aggregate principal amount outstanding as of the Restatement Date of $86,250,000, issued under a trust indenture dated March 19, 2019, as supplemented by a first supplemental indenture dated November 19, 2019, between AGI and Computershare Trust Company of Canada, (iii) 5.25% unsecured subordinated debenture debt in the aggregate principal amount outstanding as of the Restatement Date of $85,000,000, issued under a trust indenture dated March 19, 2019, as supplemented by a first supplemental indenture dated November 19, 2019, as supplemented under a second supplemental trust indenture dated March 5, 2020, between AGI and Computershare Trust Company of Canada, and (iv) additional unsecured subordinated debentures issued after the Restatement Date (for purposes of refinancing the foregoing or otherwise) provided in each case that the terms and conditions of such debentures include (a) a scheduled maturity (at the date of issuance) after the then-applicable Final Maturity Date; (b) no scheduled principal or sinking fund payments prior to maturity; (c) no guarantees by any Subsidiary of AGI; (d) no obligation on AGI to redeem such debentures prior to maturity, except in customary circumstances related to change of control of AGI; (e) subject to regulatory approval and so long as no event of default exists under such debentures, (i) being repayable at the option of AGI with AGI Common Shares and (ii) having interest payments which may be satisfied by AGI on customary terms through the proceeds of sales of AGI Common Shares; and (f) subordination provisions that provide that such debentures are subordinated by their terms to the Secured Obligations on terms and conditions which are substantially similar to the Convertible Debenture Debt or (as determined by the Agents) otherwise at least as favourable to the Lenders as the Convertible Debenture Debt.

"**Shareholders Equity**" at any time means the aggregate of the amount of shareholder's equity of AGI in accordance with IFRS as shown on the financial statements of AGI for the most recently completed Financial Year for which a Compliance Certificate has been delivered to the Lenders pursuant to Section 8.1(a)(iv).

"SOFR" means a rate per annum equal to the secured overnight financing rate as administered by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

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

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

"SOFR Advance" means an Advance bearing interest based on Adjusted Term SOFR, other than pursuant to clause (c) of the definition of "U.S. Base Rate".

"**SPE**" means a Subsidiary of AGI Brazil which may be jointly owned with minority shareholders from time to time and which is established for the main purpose of creating, constructing and developing assets, including grain storage and distribution facilities, to be sold by such SPE to customers.

"**Specified Time**" means approximately 11.00 a.m. (Brussels time) on the second TARGET Day prior to the first day of the applicable Interest Period for a EURIBOR Advance.

"**Subordinated Debt**" means any Debt (excluding the Convertible Debenture Debt and the Debt under the Senior Subordinated Unsecured Debentures) that is subordinated and postponed, to the satisfaction of the Agent and the Lenders in their sole discretion, to the Secured Obligations.

"**Subordination Confirmation Agreements**" means subordination confirmation agreements dated November 14, 2018 between Computershare Trust Company of Canada, as trustee, AGI, the Canadian Agent, and the U.S. Agent, under each of the trust indentures identified in clauses (i) and (ii) of the definition of Convertible Debenture Debt, and any further subordination confirmation agreements entered into pursuant to clause (iii) of such definition from time to time, as such subordination confirmation agreements may be amended, restated, or replaced from time to time.

"**Subsidiary**" means, at any time, as to any Person, any corporation or other Person, if at such time the first-mentioned Person owns, directly or indirectly, securities or other ownership interests in such corporation or other Person, having ordinary voting power to elect a majority of the board of directors or persons performing similar functions for such corporation or other Person or has the power to determine the policies and conduct of the management of such corporation or other Person and for greater certainty includes a Subsidiary of a Subsidiary.

"**Substance**" means any substance, waste, liquid, gaseous or solid matter, fuel, micro-organism, sound, vibration, ray, heat, odour, radiation, energy vector, plasma, and organic or inorganic matter.

"**Suretrack**" means AGI Suretrack LLC, a limited liability company formed under the laws of Missouri, and its successors and permitted assigns.

"**Swap Obligation**" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"**Swing Line Lender**" means Canadian Imperial Bank of Commerce, in its capacity as the Canadian Swing Line Lender, its successors and permitted assigns and/or Canadian Imperial Bank of Commerce, in its capacity as the U.S. Swing Line Lender, its successors and assigns, as applicable.

"**Swing Line Loans**" means collectively Canadian Swing Line Loans and U.S. Swing Line Loans, and a "**Swing Line Loan**" means any one of them, as the context requires.

"**TARGET2**" means the Trans-European Automated Real-time Gross Settlement Express Transfer payment system which utilizes a single shared platform and which was launched on November 19, 2007.

"**TARGET Day**" means any day on which TARGET2 is open for the settlement of payments in Euros.

"**Taxes**" means all taxes imposed by any Governmental Entity, including income, profits, real property, personal property, goods and services, sales, transfer, purchase, stumpage, registration, capital, excise, import duties, payroll, unemployment, disability, employee's income withholding, social security or withholding taxes.

"**Term CORRA**" means, for any calculation with respect to a Term CORRA Advance, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "**Periodic Term CORRA Determination Day**") that is two (2) Business 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 (or any Benchmark calculated with reference 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 Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day.

"**Term CORRA Administrator**" means Candeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

"**Term CORRA Advance**" means an Advance denominated in Canadian Dollars bearing interest at a rate based on Adjusted Term CORRA, other than pursuant to clause (b) of the definition of "Prime Rate".

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

"**Term SOFR**" means, for the applicable tenor, the Term SOFR Reference Rate (rounded upward to the nearest fifth decimal place, if necessary) on the day (such day, the "**Term SOFR Determination Day**") that is two (2) U.S. Government Securities Business Days prior to (a) in the case of SOFR Advances, the first day of such applicable Interest Period, or (b) with respect to U.S. Base Rate, such day of determination of the U.S. Base Rate, in each case 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 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 (or any Benchmark calculated with reference 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 Term SOFR Determination Day. If such first preceding U.S. Government Securities Business Day is more than three (3) U.S. Government Securities Business Days prior to such Term SOFR Determination Day, Section 2.14 will apply.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Agents in their reasonable discretion).

"**Term SOFR Reference Rate**" means the per annum forward-looking term rate based on SOFR.

"**Total Debt Service Coverage Ratio**" means, at any time, the ratio of (a) Consolidated EBITDA plus consolidated operating lease expenses less consolidated Unfunded Capital Expenditures less consolidated Cash Taxes Paid of AGI for the four most recently completed Financial Quarters, to (b) the sum of scheduled principal payments on Debt (including the principal component of payments on Capitalized Lease Liabilities) plus operating lease expenses plus Cash Interest Paid plus all funds paid by any Loan Party to any Hedge Bank pursuant to an Equity Hedging Transaction plus dividends paid in cash plus cash otherwise paid to employees in lieu of AGI Common Shares by AGI, in each case for the four most recently completed Financial Quarters, determined based on the consolidated financial statements of AGI most recently delivered to the Lenders pursuant to Section 8.1(a) and calculated as set out in Section 8.3.

"**Total Outstandings**" means, at any time:

(a) with respect to the Canadian Revolver Facility (or a Tranche thereof), the aggregate amount in Canadian Dollars of all Outstandings thereunder at such time (including all Canadian Swing Line Loans), calculated by reference to the Equivalent Amount in the case of Outstandings in U.S. Dollars or Euros or, in the case of Letters of Credit, other applicable currencies;

(b) with respect to the U.S. Revolver Facility, the aggregate amount in U.S. Dollars of all Outstandings thereunder at such time (including all U.S. Swing Line Loans);

(c) with respect to the Canadian Swing Line, means the aggregate amount in Canadian Dollars of all Canadian Swing Line Loans at such time, calculated by reference to the Equivalent Amount in the case of Outstandings in U.S. Dollars;

(d) with respect to the U.S. Swing Line, means the aggregate amount in U.S. Dollars of all U.S. Swing Line Loans at such time; and

(e) with respect to the Credit Facilities, the aggregate of the Total Outstandings under all Credit Facilities at such time (including all Swing Line Loans), calculated by reference to the Equivalent Amount in the case of any Outstandings in U.S. Dollars or Euros or, in the case of Letters of Credit, other applicable currencies.

"**Tranche**" means the Tranche A Canadian Revolver or the Tranche B Canadian Revolver, as the context requires, and "**Tranches**" means both of them.

"**Tranche A Canadian Revolver**" has the meaning specified in the definition of "Canadian Revolver Facility".

"**Tranche A Canadian Revolver Commitment**" means the sum of the Individual Commitments of the Tranche A Revolver Lenders set out in Schedule "A" hereto and made available to AGI.

"**Tranche A Revolver Lender**" has the meaning specified in the definition of "Canadian Lenders".

"**Tranche B Canadian Revolver**" has the meaning specified in the definition of "Canadian Revolver Facility".

"**Tranche B Canadian Revolver Commitment**" means the sum of the Individual Commitments of the Tranche B Revolver Lenders set out in Schedule "A" hereto and made available to AGI.

"**Tranche B Revolver Lender**" has the meaning specified in the definition of "Canadian Lenders".

"**UK Financial Institution**" means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

"**UK Resolution Authority**" means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

"**U.S. Agent**" means Canadian Imperial Bank of Commerce in its capacity as U.S. agent for the Lenders, and its successors and permitted assigns.

"**U.S. Agent's Account**" means the U.S. Dollar account maintained by the U.S. Agent at Toronto, Ontario, in respect of Westfield ND as the U.S. Agent from time to time notifies Westfield ND.

"**U.S. Base Rate**" means, for any day, the rate of interest per annum equal to the greatest of (a) the per annum rate of interest which the Canadian Agent quotes or establishes for such day as its reference rate of interest for loans in U.S. Dollars in Canada to its Canadian borrowers; (b) the Federal Funds Effective Rate plus [redacted]% per annum; and (c) Adjusted Term SOFR for an interest period of one (1) month in effect on such day, plus [redacted] basis points per annum, adjusted automatically with each quoted or established change in such rate, all without the necessity of any notice to the Borrowers or any other Person; provided that if U.S. Base Rate as determined above shall ever be less than the Floor, then U.S. Base Rate shall be deemed to be the Floor. Any change in the U.S. Base Rate due to a change in the prime rate, the quoted federal funds rates or Adjusted Term SOFR, as applicable, shall be effective from and including the effective date of the change in such rate.

"**U.S. Base Rate Advance**" means an Advance denominated in U.S. Dollars bearing interest based on the U.S. Base Rate.

"**U.S. Dollars**" and "**U.S. $**" each means lawful money of the United States of America.

"**U.S. Government Securities Business Day**" means any day except for (i) a Saturday, (ii) a Sunday or (iii) 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.

"**U.S. Lenders**" means Canadian Imperial Bank of Commerce, The Toronto-Dominion Bank, National Bank of Canada, The Bank of Nova Scotia, Royal Bank of Canada, Farm Credit Canada, Bank of Montreal, ATB Financial, Wells Fargo Bank, N.A., Canadian Branch, Bank of America, N.A., Canada Branch**, Coöperatieve Rabobank U.A., Canada Branch, carrying on business as Rabobank Canada** and any one or more Assignees and their respective successors and permitted assigns as may become a party hereto in their capacities as Lenders under the U.S. Revolver Facility, and "**U.S. Lender**" means any one of the U.S. Lenders.

"**U.S. Plan**" means an "employee benefit plan" (as defined in Section 3(3) of ERISA and determined without regard to whether such plan is covered by ERISA but limited to such a plan maintained in the United States and excluding any Multiemployer Plan) that is or, within the period during which the statute of limitations is open, has been established or maintained, or to which contributions are or, within the period during which the statute of limitations is open, have been made or required to be made, by Airlanco, ~~Danmare USA,~~ Global, Hansen, Westfield ND, Yargus, Mitchell Mill, Suretrack or any ERISA Affiliate or with respect to which Airlanco~~, Danmare USA~~, Global, Hansen, Westfield ND, Yargus, Mitchell Mill, Suretrack or any ERISA Affiliate may have any liability or obligation or any kind.

"**U.S. Prime Rate**" means, at any time, the greater of: (a) the rate of interest then most recently established by Canadian Imperial Bank of Commerce as its base rate for U.S. dollars loaned in the United States, (b) the sum of the Federal Funds Effective Rate plus [redacted]% per annum, and (c) Adjusted Term SOFR for an interest period of one (1) month in effect on such day, plus [redacted] basis points per annum. The U.S. Prime Rate is not necessarily intended to be the lowest rate of interest determined by the U.S. Agent in connection with extensions of credit. In no event shall the U.S. Prime Rate be less than the Floor.

"**U.S. Prime Rate Advance**" means an Advance denominated in U.S. Dollars bearing interest based on the U.S. Prime Rate.

"**U.S. Revolver Facility**" means the revolving extendable term credit facility in the amounts set out in Schedule "A" under the heading "U.S. Revolver Facility" to be made available to Westfield ND.

"**U.S. Revolver Facility Commitment**" means the sum of the Individual Commitments of the U.S. Lenders in respect of the U.S. Revolver Facility, as set out on Schedule "A" hereto.

"**U.S. Revolver Facility Commitment Fee**" has the meaning specified in Section 2.9(b).

"**U.S. Swing Line**" means the revolving swing line made available by the U.S. Swing Line Lender to Westfield ND pursuant to Section 3.7.

"**U.S. Swing Line Lender**" means Canadian Imperial Bank of Commerce.

"**U.S. Swing Line Loan**" means an advance made by the U.S. Swing Line Lender under the U.S. Swing Line pursuant to Section 3.7.

"**U.S. Swing Line Sub-limit**" means U.S.$10,000,000.

"**Unadjusted Benchmark Replacement**" means the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

"**Unencumbered Subsidiary**" means a direct or indirect Subsidiary of AGI which in accordance with this Agreement has not provided a Guarantee to Canadian Imperial Bank of Commerce as agent for the Lenders and Security Documents to the Collateral Agent.

"**Unfunded Capital Expenditures**" means, for any period with respect to any Person, the lesser of: (i) Capital Expenditures net of proceeds from Debt issuances, equity proceeds of the type described in the definition of Net Equity Proceeds and the aggregate amount of undrawn availability under the Credit Facilities; provided, however, that, on the date of any calculation of "Unfunded Capital Expenditures", the foregoing deduction of undrawn availability may be made on such date only to the extent that the Loan Parties would be in compliance with Article 8 hereof if the amount of such deduction had actually been advanced under the Credit Facilities; and (ii) Capital Expenditures net of proceeds from sales of fixed assets. In no event shall Unfunded Capital Expenditures be less than zero.

"**Welfare Plan**" means a "welfare plan", (as such term is defined in Section 3(1) of ERISA and determined without regard to whether such plan is covered by ERISA but limited to such a plan maintained in the United States) for which Westfield ND or any Subsidiary of Westfield ND has any obligation or liability.

"**Westfield ND**" means Westfield Distributing (North Dakota) Inc., a corporation formed under the laws of the State of North Dakota, and its successors and permitted assigns.

"**Write-Down and Conversion Powers**" means, (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

"**Yargus**" means Yargus Manufacturing, Inc., a corporation formed under the laws of the State of Illinois, and its successors and permitted assigns.

1.2 Interpretation

This Agreement shall be interpreted in accordance with the following:

(a) words denoting the singular include the plural and vice versa and words denoting any gender include all genders;

(b) headings are inserted for convenience only and shall not affect the interpretation of this Agreement, any Loan Documents or any provisions hereof or thereof;

(c) references to dollars, unless otherwise specifically indicated, shall be references to Canadian Dollars;

(d) the word "including" shall mean "including without limitation" and "includes" shall mean "includes without limitation";

(e) the expressions "the aggregate", "the total", "the sum" and expressions of similar meaning shall mean "the aggregate (or total or sum) without duplication";

(f) in the computation of periods of time, unless otherwise expressly provided, the word "from" means "from and including" and the words "to" and "until" mean "to but excluding";

(g) the expression "at arm's length" shall have the meaning ascribed thereto for the purpose of the *Income Tax Act* (Canada); and

(h) accounting terms not specifically defined shall be construed in accordance with IFRS. Except as otherwise mandated by changes in IFRS from time to time, the financial statements required to be delivered pursuant to this Agreement shall be prepared, and all calculations made for the purposes of this Agreement shall be made, unless otherwise provided for herein, by the application of IFRS applied on a basis consistent with the most recent audited financial statements previously delivered to the Agents. In the event of any change in accounting policies or practices used by the Borrowers, including any change resulting from a change in IFRS made after the Restatement Date, which, in any material respect, changes, or results in a change in the method of calculation of, or has an impact on, any financial covenant, ratio, standard or term applicable to a Loan Party, as determined by the Majority Lenders, acting reasonably, AGI and the Agents (with the approval of the Majority Lenders) will negotiate in good faith to revise (if appropriate) such financial covenant, ratio, standard or term to reflect IFRS as then in effect, in which case all calculations thereafter made for the purpose of determining compliance with the financial ratios and financial covenants in this Agreement will be made as a basis consistent with IFRS in existence on the date of such revisions. If the Borrowers and the Agents are unable to agree upon revisions to such financial covenant, ratio, standard or term, the Borrowers shall continue to provide financial statements, certificates and other information required under this Agreement in accordance with previously existing IFRS and all financial covenants, ratios, standard and terms shall be applied, calculated and interpreted in accordance with previously existing IFRS.

1.3 Other Loan Documents

The provisions of Section 1.2 shall apply to the interpretation of the other Loan Documents unless specifically otherwise indicated.

1.4 Severability

If any provision of this Agreement or any other Loan Document is, or becomes, illegal, invalid or unenforceable, such provision shall be severed from this Agreement or such other Loan Document and be ineffective to the extent of such illegality, invalidity or unenforceability.

The remaining provisions hereof or thereof shall be unaffected by such provision and shall continue to be valid and enforceable.

1.5 Entire Agreement

This Agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties relating to the subject matter hereof and entered into prior to the date of this Agreement.

1.6 Waiver

No failure on the part of the Canadian Agent, the U.S. Agent, or any of the Lenders to exercise, and no delay in exercising, any right under this Agreement or any other Loan Document shall operate as a waiver of such right; nor shall any single or partial exercise of any right under this Agreement or any other Loan Document preclude any other or further exercise thereof or the exercise of any other right; nor shall any waiver of one provision be deemed to constitute a waiver of any other provision (whether or not similar). No notice to or demand on any Borrower in any case shall entitle it to any notice or demand in similar or other circumstances. No waiver of any of the provisions of this Agreement or any other Loan Document shall be effective unless it is in writing duly executed by the waiving party.

1.7 Governing Law

(a) This Agreement and, unless otherwise provided therein, each other Loan Document, shall be governed by, and interpreted in accordance with, the Laws of the Province of Ontario and the Laws of Canada applicable therein, without giving effect to any conflicts of law rules thereof, except to the extent that (i) the creation, validity or perfection of any lien or security interest, or remedies related thereto, in any of the Collateral are required to be governed by the laws of another jurisdiction, or (ii) any of the other Loan Documents contain a choice of law provision expressly designating that the laws of another jurisdiction shall be applicable.

(b) The parties hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Agreement, and unless otherwise provided therein, any other Loan Document.

1.8 Incorporation of Schedules

The following schedules attached shall, for all purposes hereof, be incorporated in and form an integral part of this Agreement:

Schedule "A"	-	Individual Commitments
Schedule "B"	-	Borrowing Notice
Schedule "C"	-	[*Intentionally Deleted*]
Schedule "D"		Form of Issue Notice

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Schedule “E”	-	Election Notice
Schedule “F”	-	Repayment Notice
Schedule “G”	-	Compliance Certificate
Schedule “H”	-	Guarantees and Security Documents
Schedule “I”	-	Form of Assignment and Assumption
Schedule 7.1(d)	-	Approvals
Schedule 7.1(f)	-	Litigation
Schedule 7.1(j)	-	Corporate Structure
Schedule 7.1(k)	-	Locations of Collateral
Schedule 7.1(l)	-	Permitted Liens
Schedule 7.1(m)	-	Intellectual Property
Schedule 7.1(n)	-	Leasehold Real Estate
Schedule 7.1(o)	-	Owned Real Estate
Schedule 7.1(s)	-	Environmental Disclosure
Schedule 7.1(t)	-	Material Agreements
Schedule 7.1(w)	-	Defined Benefit Plan
Schedule 7.1(bb)	-	Labour and Employment Matters
Schedule 7.1(gg)	-	Bank Accounts

1.9 Conflicts

If a conflict or inconsistency exists between a provision of this Agreement and a provision of any of the other Loan Documents or any part thereof, then the provisions of this Agreement shall prevail. Notwithstanding the foregoing, if there is any right or remedy of the Canadian Agent, the U.S. Agent, or any of the Lenders set out in any of the other Loan Documents or any part thereof which is not set out or provided for in this Agreement, such additional right or remedy shall not constitute a conflict or inconsistency.

1.10 Interest Rates

The Agents do 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, without limitation, the Prime Rate, U.S. Base Rate, U.S. Prime Rate, CORRA, the Term CORRA Reference Rate, Adjusted Term CORRA, Adjusted Daily Compounded CORRA, Term CORRA, Daily Compounded CORRA, SOFR, Term SOFR Reference Rate, Adjusted Term SOFR, Term SOFR, Daily Simple SOFR, Adjusted Daily Simple SOFR or EURIBOR), any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement), including without limitation, 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, any existing interest rate (or any component thereof) prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The Agents and their affiliates 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 Borrowers. The Agents may select information sources or services in their reasonable discretion to ascertain any interest rate (or component thereof) used in this Agreement or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrowers, any Lender or any other person or entity 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.

1.11 Amendment and Restatement

(a) From and after the Restatement Date, this agreement is and shall for all purposes be deemed to be an amendment and restatement of the provisions of the Existing Credit Agreement and shall, from the Restatement Date, supersede all prior agreements, undertakings, negotiations and discussions, whether oral or written, between the parties relating to the subject matter hereof and entered into prior to the Restatement Date, but does not constitute a novation of the Existing Credit Agreement or any of the indebtedness, liabilities or obligations of the Borrowers thereunder. The amendment and restatement of the Existing Credit Agreement hereby shall not be construed to discharge or otherwise affect any "Obligations" (as defined in the Existing Credit Agreement) of the Loan Parties accrued or otherwise owing under the Existing Credit Agreement that are not repaid on the Restatement Date, it being understood that such "Obligations" (as defined in the Existing Credit Agreement) shall continue as Obligations hereunder.

(b) On the Second Amendment Closing Date, there will be one or more Advances under the Canadian Revolver Facility under this Agreement (without given effect to the Second Amendment) (the "**Prior Agreement**"), with an Interest Period which extends beyond the Second Amendment Closing Date (collectively, the "**Existing Advances**"). The retention of the Existing Advances until the end of their respective Interest Period under the Prior Credit Agreement may result in the initial borrowings hereunder not being made in the amount of each Lender's Pro Rata Share. Whenever an Existing Advance matures, the necessary adjustments will be made to ensure that, to the extent possible (recognizing that there may be other Existing Advances still outstanding), the exposure under the Canadian Revolver Facility is allocated in accordance with the respective Pro Rata Shares of the Lenders under the Canadian Revolver Facility.

ARTICLE 2
CREDIT FACILITIES

2.1 Credit Facilities

(a) Each of the Tranche A Revolver Lenders severally agrees, on the terms and conditions of this Agreement, to make available to AGI its Pro Rata Share of the Tranche A Canadian Revolver by making such Accommodations to AGI in Canadian Dollars, U.S. Dollars or Euros (or, in the case of Letters of Credit, other currencies as provided herein) as may be requested by AGI thereunder from time to time in accordance with this Agreement.

(b) Each of the Tranche B Revolver Lenders severally agrees, on the terms and conditions of this Agreement, to make available to AGI its Pro Rata Share of the Tranche B Canadian Revolver by making such Accommodations to AGI in Canadian Dollars, U.S. Dollars or Euros as may be requested by AGI thereunder from time to time in accordance with this Agreement.

(c) Each of the U.S. Lenders severally agrees, on the terms and conditions of this Agreement, to make available to Westfield ND its Pro Rata Share of the U.S. Revolver Facility by making such Accommodations to Westfield ND in U.S. Dollars as may be requested by Westfield ND thereunder from time to time in accordance with this Agreement.

(d) The Canadian Swing Line Lender agrees, on the terms and conditions set out in Section 3.6 of this Agreement, to make Canadian Swing Line Loans available to AGI, as a carve-out of the Tranche A Canadian Revolver.

(e) The U.S. Swing Line Lender agrees, on the terms and conditions set out in Section 3.7 of this Agreement, to make U.S. Swing Line Loans available to Westfield ND, as a carve-out of the U.S. Revolver Facility.

2.2 Commitments and Facility Limits

Canadian Revolver Facility

(a) At no time shall (i) Total Outstandings under the Tranche A Canadian Revolver, including all Canadian Swing Line Loans, exceed the Tranche A Canadian

Revolver Commitment, or (ii) Outstandings in respect of any Lender under the Tranche A Canadian Revolver be greater than the Individual Commitment of such Lender under the Tranche A Canadian Revolver.

(b) At no time shall (i) Total Outstandings under the Tranche B Canadian Revolver exceed the Tranche B Canadian Revolver Commitment, or (ii) Outstandings in respect of any Lender under the Tranche B Canadian Revolver be greater than the Individual Commitment of such Lender under the Tranche B Canadian Revolver.

(c) Except to the extent the Canadian Revolver Facility Commitment (or a Tranche thereof) is permanently reduced in accordance with this Agreement, the Canadian Revolver Facility shall revolve until the Final Maturity Date and no payment under the Canadian Revolver Facility shall, of itself, reduce the Canadian Revolver Facility Commitment (or either Tranche thereof) until the Final Maturity Date, at which time the Canadian Revolver Facility shall become due and payable. All or any portion of either Tranche under the Canadian Revolver Facility Commitment may be cancelled by AGI at any time by written notice from AGI to the Canadian Agent in accordance with Section 2.8.

(d) Upon any reduction of the Tranche A Canadian Revolver Commitment or the Tranche B Canadian Revolver Commitment, the Individual Commitment of each Lender with respect to the applicable Tranche shall thereupon be reduced by an amount equal to such Lender's Pro Rata Share of the amount of such reduction.

U.S. Revolver Facility

(e) At no time shall (i) Total Outstandings under the U.S. Revolver Facility, including all U.S. Swing Line Loans, exceed the U.S. Revolver Facility Commitment, or (ii) Outstandings in respect of any Lender under the U.S. Revolver Facility be greater than the Individual Commitment of such Lender under the U.S. Revolver Facility.

(f) Except to the extent the U.S. Revolver Facility Commitment is permanently reduced in accordance with this Agreement, the U.S. Revolver Facility shall revolve until the Final Maturity Date and no payment under the U.S. Revolver Facility shall, of itself, reduce the U.S. Revolver Facility Commitment until the Final Maturity Date, at which time the U.S. Revolver Facility shall become due and payable. All or any portion of the U.S. Revolver Facility Commitment may be cancelled by Westfield ND at any time by written notice from Westfield ND to the U.S. Agent in accordance with Section 2.8.

(g) Upon any reduction of the U.S. Revolver Facility Commitment, the Individual Commitment of each Lender with respect to the U.S. Revolver Facility shall thereupon be reduced by an amount equal to such Lender's Pro Rata Share of the amount of such reduction.

Canadian Swing Line

(h) AGI shall at all times cause the Total Outstandings under the Canadian Swing Line to be no greater than the Canadian Swing Line Sub-limit.

U.S. Swing Line

(i) Westfield ND shall at all times cause the Total Outstandings under the U.S. Swing Line to be no greater than the U.S. Swing Line Sub-limit.

2.3 Available Accommodations

(a) Each of the Canadian Lenders shall, on the terms and conditions of this Agreement, make its Pro Rata Share of the following Accommodations available to AGI under each Tranche of the Canadian Revolver Facility:

(i) Prime Rate Advances or CORRA Advances denominated in Canadian Dollars, U.S. Base Rate Advances and SOFR Advances denominated in U.S. Dollars, and, only if each Lender is able to fund in Euros, EURIBOR Advances denominated in Euros, on the occasion of any Borrowing; and

(ii) in the case of the Tranche A Canadian Revolver only, Letters of Credit denominated in Canadian Dollars, U.S. Dollars or Euros (or any other currency or currencies, at the sole discretion of the applicable Issuing Lender) on the occasion of any Issue.

(b) Each of the U.S. Lenders shall, on the terms and conditions of this Agreement, make its Pro Rata Share of the following Accommodations available to Westfield ND under the U.S. Revolver Facility:

(i) U.S. Prime Rate Advances and SOFR Advances denominated in U.S. Dollars on the occasion of any Borrowing; and

(ii) Letters of Credit denominated in U.S. Dollars on the occasion of any Issue.

(c) The Canadian Swing Line Lender shall, on the terms and conditions of this Agreement, make Canadian Swing Line Loans available to AGI by way of (i) Prime Rate Advances on the occasion of any Borrowing denominated in Canadian Dollars; and (ii) U.S. Base Rate Advances on the occasion of any Borrowing denominated in U.S. Dollars.

(d) The U.S. Swing Line Lender shall, on the terms and conditions of this Agreement, make U.S. Swing Line Loans available to Westfield ND by way of U.S. Prime Rate Advances denominated in U.S. Dollars.

(e) All Advances, Swing Line Loans and Letters of Credit requested hereunder shall be made available to the Borrower in accordance with Article 3, Article 4 and Article 5, as applicable.

2.4 Use of Proceeds

The Credit Facilities shall be used for general corporate purposes, including capital expenditures and acquisitions (other than Hostile Take-Overs, except as permitted by Section 2.13).

2.5 Repayment of Credit Facilities

Unless demand is earlier made pursuant to Section 10.1, and subject to the mandatory prepayments and repayments provided for in Section 2.6, the Borrowers shall repay, and there shall become due and payable on the Final Maturity Date, the Total Outstandings under each of the Canadian Revolver Facility and the U.S. Revolver Facility and all accrued and unpaid interest thereon.

2.6 Mandatory Prepayments

(a) If, on any day, (i) the Total Outstandings in Canadian Dollars (calculated by reference to the Equivalent Amount in the case of Outstandings in U.S. Dollars or Euros, or Letters of Credit in other currencies) under the Tranche A Canadian Revolver exceeds the Tranche A Canadian Revolver Commitment, or (ii) the Total Outstandings in U.S. Dollars (calculated by reference to the Equivalent Amount in the case of Outstandings in Canadian Dollars or Euros) under the Tranche B Canadian Revolver exceeds the Tranche B Canadian Revolver Commitment, in each case other than solely as a result of currency fluctuations, AGI shall on that day prepay Borrowings so that the Total Outstandings under each Tranche of the Canadian Revolver Facility, after such prepayment, will not exceed the Tranche A Canadian Revolver Commitment or the Tranche B Canadian Revolver Commitment, as applicable.

(b) If, on any day, the Total Outstandings under the U.S. Revolver Facility exceeds the applicable U.S. Revolver Facility Commitment, Westfield ND shall on that day prepay Borrowings so that the Total Outstandings under the applicable U.S. Revolver Facility after such prepayment will not exceed the applicable U.S. Revolver Facility Commitment.

(c) If, on any date, the Total Outstandings of all Canadian Swing Line Loans made by the Canadian Swing Line Lender exceed the Canadian Swing Line Sub-limit, AGI shall on that day repay Canadian Swing Line Loans so that the Total Outstandings of all Canadian Swing Line Loans made by the Canadian Swing Line Lender will not exceed the Canadian Swing Line Sub-limit.

(d) If, on any date, the Total Outstandings of all U.S. Swing Line Loans made by the U.S. Swing Line Lender exceed the U.S. Swing Line Sub-limit, Westfield ND shall on that day repay U.S. Swing Line Loans so that the Total Outstandings of all U.S. Swing Line Loans made by the U.S. Swing Line Lender to Westfield ND will not exceed the U.S. Swing Line Sub-limit.

(e) In addition to all other mandatory repayment obligations provided for in this Agreement:

(i) if one or more of the Loan Parties Disposes of Property outside of the ordinary course of business to a Person other than a Loan Party and after giving effect to such Disposition, the cumulative aggregate proceeds (net of reasonable transaction costs) of all Dispositions of Property by the Loan Parties in the Financial Year in which such Disposition occurred will exceed the greater of (A) $50,000,000 and (B) 5.0% of CTTA (such excess being the "**Excess Disposed Amount**") and the Loan Parties do not use the Excess Disposed Amount within 180 days of the date of the Disposition to purchase or commit to purchase replacement or similar assets; or

(ii) if one or more of the Loan Parties receives any Net Debt Proceeds from the issue of any Debt for borrowed money described in subparagraph (j) of the definition of Permitted Debt; or

(iii) at any time when the Leverage Ratio most recently reported on pursuant to Section 8.1(b) exceeds 3.25:1.00, if AGI receives any Net Equity Proceeds other than Net Equity Proceeds used by AGI to fund a Permitted Acquisition or to refinance Convertible Debenture Debt or Senior Subordinated Unsecured Debentures within sixty (60) days of the date of receipt of such Net Equity Proceeds; or

(iv) if any Loan Party receives Insurance Proceeds in excess of the greater of (A) $50,000,000 and (B) 5.0% of CTTA and does not apply the Insurance Proceeds to repair or replace the relevant Property within one hundred eighty (180) days of the date of receipt of same;

then the Borrowers shall immediately prepay the Outstandings in the aggregate amount of such Excess Disposed Amount, Net Debt Proceeds, Net Equity Proceeds or Insurance Proceeds described above, as applicable (or such lesser amount equal to the Outstandings then outstanding), to be applied as a repayment of Advances made under such Credit Facility and Tranche thereof as the Borrower shall elect, but without any reduction in the amount of the applicable Commitments such that such amounts will be available to be redrawn in accordance with the terms of this Agreement.

(f) Without limiting the foregoing, if and each time Total Outstandings under any Tranche under the Canadian Revolver Facility exceed 105% of the applicable Commitment solely as a result of foreign exchange fluctuations, AGI shall notify the Canadian Agent immediately and AGI shall repay to the Lenders such outstanding Advances as may be required to ensure that such excess is eliminated within five (5) Business Days of its occurrence.

2.7 Extension of Final Maturity Date[2]

(a) The Borrowers may, at their option, once per calendar year, but in any event not less than sixty (60) days before the then current Final Maturity Date, deliver to the Agents a written request (an "**Extension Request**") requesting the Lenders to extend the Final Maturity Date of the Canadian Revolver Facility and the U.S. Revolver Facility, provided that, the Final Maturity Date shall not be extended more than 4 years from the date of such extension, and no such request can be made if a Default or Event of Default has occurred and is continuing. Any Extension Request not delivered as aforesaid shall be ineffective and shall be deemed not to have been given to or received by the Agents or the Lenders for the purpose of this Section. For certainty, any Extension Request shall only be made in respect of the Canadian Revolver Facility and the U.S. Revolver Facility as a whole rather than any individual Credit Facility. Extension fees shall be payable by the Borrowers in connection with any extension of the Final Maturity Date.

(b) Promptly after receipt from the Borrowers of an executed Extension Request, the Agents shall deliver to each Lender a copy of such request, and each Lender shall, within thirty (30) days of receipt of the Extension Request from the Agent (the "**Election Date**"), advise the Agent in writing (i) whether such Lender will agree to extend the Final Maturity Date, and (ii) if such Lender will agree to extend the Final Maturity Date, the amount, if any, by which such Lender is prepared to increase its Individual Commitments in the event a Borrower proposes to assign the Individual Commitments of a Non-Extending Lender (as defined below); provided that if any Lender fails to so advise the Agent by the Election Date or such later date as may be agreed to by the applicable Borrower and the Agent, then such Lender shall be deemed to have advised such Agent that it will not agree to extend the Final Maturity Date. The Agent shall promptly notify the Borrowers if any Lender advises that it will not agree to extend the Final Maturity Date. Subject to Section 2.7(e), the Agent shall only extend the Final Maturity Date upon the agreement of the Majority Lenders, and such extension shall apply only to those Lenders which provided their consent to such extension (the "**Extending Lenders**"). The determination of each Lender whether or not to extend the Final Maturity Date applicable to it shall be made by each individual Lender in its sole discretion.

[2] Pursuant to the First Amending Agreement dated July 3, 2024, the Final Maturity Date was extended from May 11, 2026 to July 3, 2028 pursuant to this Section 2.7**. Pursuant to the Fourth Amending Agreement dated as of March 20, 2026, the Final Maturity Date was extended from July 3,2028 to March 20, 2030 (for all Lenders other than Bank of Montreal) pursuant to this Section 2.7**.

(c) As soon as all of the Lenders have advised, or are deemed to have advised, the Agent whether or not they will be extending the Final Maturity Date (but in any event within five Business Days after the Election Date), the Agent shall either:

(i) deliver to the Borrowers (with a copy to each Lender) a written offer signed by the Agent (on behalf of the Extending Lenders) to extend the Final Maturity Date as specified in such offer; or

(ii) notify the Borrowers that the request for extension has been denied.

If the offer to extend is approved by less than all of the Lenders, then the Agent shall also advise the Borrowers of those Lenders which did not agree to the requested extension (each, a "**Non-Extending Lender**"), each Non-Extending Lender's Individual Commitments and Outstandings and the amount, if any, by which each Extending Lender is prepared to increase its Individual Commitments in the event the Borrowers propose to assign the Individual Commitments of a Non-Extending Lender. For certainty, any offer to extend the Final Maturity Date shall only be made in respect of the Canadian Revolver Facility and the U.S. Revolver Facility as a whole; and an offer to extend the Final Maturity Date cannot be made if a Default or Event of Default has occurred and is continuing.

(d) An offer of extension under Section 2.7(c)(i) may be accepted by the Borrowers returning a written acceptance to the Agent not later than (i) fifteen (15) days after the offer to extend is delivered to the Borrowers or (ii) such later date as may be acceptable to all of the Extending Lenders, whereupon the Final Maturity Date shall be extended as specified in the offer of extension from the then existing Final Maturity Date. If the offer of extension is not accepted within such time, the Final Maturity Date will not be extended.

(e) If an Extension Request is approved but there are Non-Extending Lenders, then prior to the Final Maturity Date applicable to a Non-Extending Lender the Borrowers may require such Non-Extending Lender to assign all of its rights, benefits and interests under the Loan Documents, its Individual Commitments and all Outstandings then owing to such Non-Extending Lender under the Credit Facilities (collectively, the "**Assigned Interests**") to (A) any Extending Lenders which have agreed to increase their Individual Commitments and to purchase Assigned Interests, with the consent of the Agents and the Issuing Lenders, acting reasonably, and (B) to the extent the Assigned Interests are not transferred to Extending Lenders, other Persons selected by the Borrowers and acceptable to the Agents and the Issuing Lenders, acting reasonably. Such assignments shall be effective on or before the Final Maturity Date with respect to such Non-Extending Lender, and upon:

(i) execution of an Assignment Agreement;

(ii) payment to such Non-Extending Lender (in immediately available funds) by the relevant assignee of an amount equal to the relevant Outstandings owed to such Non-Extending Lender under the Canadian Revolver Facility and the U.S. Revolver Facility together with all other amounts payable hereunder by the Borrowers to such Non-Extending Lender in regard to the Assigned Interests;

(iii) payment to the Agent of the extension fees contemplated in Section 2.7(a); and

(iv) provision satisfactory to such Non-Extending Lender (acting reasonably) being made for payment of any costs, losses, premiums or expenses incurred by such Non-Extending Lender by reason of the liquidation or re-deployment of deposits or other funds in respect of CORRA Advances, SOFR Advances and EURIBOR Advances outstanding hereunder in regard to the Assigned Interests.

Upon such assignment and transfer becoming effective, the Non-Extending Lender shall have no further right, interest, benefit or obligation hereunder to the extent of the Assigned Interests assigned by that Lender, and each assignee thereof shall succeed to the position of such Lender to the extent of the portion of the Assigned Interests acquired by such assignee as if the assignee was an original Lender hereunder in regard thereto in the place and stead of such Non-Extending Lender.

(f) To the extent that any Non-Extending Lender has not assigned its rights and interests to an Extending Lender or other Person as provided in Section 2.7(e), the applicable Borrower(s) shall, on the Final Maturity Date applicable to the Individual Commitment of such Non-Extending Lender, repay all Outstandings owed to such Non-Extending Lender, without making corresponding repayment to the Extending Lenders. Upon completion of the foregoing, such Non-Extending Lender shall have no further right, interest, benefit or obligation in respect of the Assigned Interests and the Credit Facilities shall be reduced by the amount of such Lender's cancelled Individual Commitments.

(g) Clauses (a) through (f) of this Section shall apply from time to time to permit successive extensions to the Final Maturity Date; provided that any Non-Extending Lender shall be excluded from this Section with respect to any future extensions.

(h) If, at any time, there are Lenders with different Final Maturity Dates under the Canadian Revolver Facility and the U.S. Revolver Facility, all Lenders will, except with respect to Letters of Credit, share in Advances on the basis of their respective Pro Rata Share under the Credit Facilities and, in the case of CORRA Advances, SOFR Advances and EURIBOR Advances, with the same Interest Periods except to the extent the particular CORRA Advance, SOFR Advance or EURIBOR Advance, as applicable, requested has an Interest Period ending after the Final Maturity Date applicable to a Lender, in which case with the consent of the Agent the applicable Borrower may request a similar CORRA Advance, SOFR Advance or EURIBOR Advance, as applicable, to the extent permitted hereunder from such Lender but with an Interest Period ending on or before the Final Maturity Date of such Lender. For Letters of Credit under any Credit Facility, all Lenders thereunder will share in such Accommodations, to the extent required by Section 5.4, on the basis of their Pro Rata Share and such Pro Rata Shares will be automatically re-allocated among the Extending Lenders upon the earlier Final Maturity Date of any Lender. Each such determination by the Agent shall be *prima facie* evidence of such Pro Rata Shares.

2.8 Voluntary Repayments and Reductions

Canadian Revolver Facility

(a) AGI may, subject to the provisions of this Agreement, repay all or any part of the Accommodations outstanding under the Canadian Revolver Facility, or reduce the Tranche A Canadian Revolver Commitment or Tranche B Canadian Revolver Commitment, and, if applicable, prepay Accommodations outstanding pursuant to any such reduction, in each case at any time and in whole or in part, without penalty or premium, but subject to Section 2.8(c) below, in connection with the prepayment of CORRA Advances, SOFR Advances and EURIBOR Advances, upon: (i) at least three (3) Business Days' notice to the Canadian Agent in the case of a repayment or (ii) at least five (5) Business Days' notice to the Canadian Agent in the case of a reduction of the Tranche A Canadian Revolver Commitment or Tranche B Canadian Revolver Commitment, in each case by way of a Repayment Notice. Each Repayment Notice shall be in substantially the form of Schedule "F" hereto, and shall specify (A) the proposed date of such repayment or reduction, (B) the aggregate principal amount of the repayment or reduction, and (C) the Tranche to which such repayment or reduction is applicable. If a Repayment Notice is given, AGI shall: (i) pay the Canadian Agent in accordance with such Repayment Notice the amount of the repayment or the amount, if any, by which the Accommodations outstanding under the Tranche A Canadian Revolver or the Tranche B Canadian Revolver, as applicable, exceed the proposed reduced total of Tranche A Canadian Revolver Commitment or Tranche B Canadian Revolver Commitment, as applicable, and (ii) pay to the Canadian Agent all interest on the amount of such prepayment or excess amount accrued to the date of such prepayment or reduction.

(b) Each partial repayment made by AGI under the Canadian Revolver Facility shall be (a) in a minimum aggregate principal amount of $1,000,000 and in an integral multiple of $1,000,000, in the case of Prime Rate Advances or other Accommodations denominated in Canadian Dollars, and (b) in a minimum aggregate principal amount of U.S. $1,000,000 and in an integral multiple of U.S. $1,000,000, in the case of U.S. Base Rate Advances or other Accommodations denominated in U.S. Dollars. No partial repayments shall be permitted in the case of EURIBOR Advances, such that EURIBOR Advances shall only be repaid in full, other than in connection with an extension of the Final Maturity Date pursuant to Section 2.7 in which case, no voluntary repayment of

EURIBOR Advances shall bring the outstanding principal amount of any Lender's Pro Rata Share of any EURIBOR Advance to less than €2,000,000. Any partial reduction made by AGI of a Tranche under the Canadian Revolver Facility shall be in a minimum principal amount of $5,000,000 (or U.S. $5,000,000) and in an integral multiple of $1,000,000 (or U.S. $1,000,000). No voluntary repayment under the Canadian Revolver Facility, which has not been made in connection with a reduction of a Tranche under the Canadian Revolver Facility Commitment, shall reduce the Canadian Revolver Facility Commitment or the ability of AGI to reborrow such amounts under the Canadian Revolver Facility.

(c) AGI may not pursuant to this Section repay a CORRA Advance, or a SOFR Advance or any Benchmark Replacement therefor or any EURIBOR Advance, except on the last day of the Interest Period applicable thereto, unless AGI shall also pay any unwinding or redeployment costs in respect of such CORRA Advance, SOFR Advance or any Benchmark Replacement therefor or any unwinding, redeployment or swap breakage costs in respect of such EURIBOR Advance, as applicable, in accordance with Section 11.11 at the time of such repayment.

U.S. Revolver Facility

(d) Westfield ND may, subject to the provisions of this Agreement, repay all or any party of the Accommodations outstanding under the U.S. Revolver Facility or reduce the U.S. Revolver Facility Commitment, and, if applicable, prepay Accommodations outstanding pursuant to any such reduction, in each case at any time and in whole or in part, without penalty or premium but subject to Section 2.8(f) below in connection with the prepayment of SOFR Advances or any Benchmark Replacement therefor, upon: (i) at least three (3) Business Days' notice to the U.S. Agent in the case of a repayment; or (ii) at least five (5) days' notice to the U.S. Agent in the case of a reduction of the U.S. Revolver Facility Commitment, in each case by way of a Repayment Notice. Each Repayment Notice shall specify (A) the proposed date of such repayment or reduction, and (B) the aggregate principal amount of the repayment or reduction. If a Repayment Notice is given, Westfield ND shall: (i) pay the U.S. Agent in accordance with such Repayment Notice the amount of the repayment or the amount, if any, by which the Accommodations outstanding under the U.S. Revolver Facility exceed the proposed reduced total of the U.S. Revolver Facility Commitment; and (ii) pay to the U.S. Agent all interest on the amount of such prepayment or excess amount accrued to the date of such prepayment or reduction.

(e) Each partial repayment made by Westfield ND under the U.S. Revolver Facility shall be in a minimum aggregate principal amount of U.S. $1,000,000 and in an integral multiple of U.S. $1,000,000, in the case of U.S. Prime Rate Advances or other Accommodations denominated in U.S. Dollars. Any partial reduction by Westfield ND under the U.S. Revolver Facility shall be in a minimum principal amount of U.S.$5,000,000 and in an integral multiple of U.S.$1,000,000. No voluntary repayment under the U.S. Revolver Facility Commitment, which has not been made in connection with a reduction of the U.S. Revolver Facility Commitment, shall reduce the U.S. Revolver Facility Commitment or the ability of Westfield ND to reborrow such amounts under the U.S. Revolver Facility.

(f) Westfield ND may not pursuant to this Section repay a SOFR Advance or any Benchmark Replacement therefor, except on the last day of the Interest Period applicable thereto, unless Westfield ND shall also pay any unwinding or redeployment costs in respect of such SOFR Advance or any Benchmark Replacement therefor in accordance with Section 11.11 at the time of such repayment.

2.9 Commitment Fees and Other Fees

(a) AGI shall pay to the Canadian Agent a commitment fee (the "**Canadian Revolver Facility Commitment Fee**") equal to the Applicable Margin for the Commitment Fee, calculated on the basis of a year of three hundred and sixty-five (365) days, on the average daily difference between (i) the Tranche A Canadian Revolver Commitment and the Total Outstandings under the Tranche A Canadian Revolver, and (ii) the Tranche B Canadian Revolver Commitment and the Total Outstandings under the Tranche B Canadian Revolver. The Canadian Revolver Facility Commitment Fee shall be calculated daily (A) in Canadian Dollars, in the case of the Tranche A Canadian Revolver and (B) U.S. Dollars, in the case of the Tranche B Canadian Revolver, and payable in the applicable currency quarterly in arrears on the third (3^{rd}) Business Day following each Financial Quarter end so long as such Commitment shall be undrawn.

(b) Westfield ND shall pay to the U.S. Agent, for the benefit of the U.S. Lenders, a commitment fee (the "**U.S. Revolver Facility Commitment Fee**" and, together with the Canadian Revolver Facility Commitment Fee, the "**Commitment Fees**") equal to the Applicable Margin for the U.S. Revolver Facility Commitment Fee, calculated on the basis of a year of three hundred and sixty-five (365) days, on the average daily difference between the U.S. Revolver Facility Commitment and the Total Outstandings under the U.S. Revolver Facility. The U.S. Revolver Facility Commitment Fee shall be calculated daily in U.S. Dollars and payable in U.S. Dollars quarterly in arrears on the third (3^{rd}) Business Day following each Financial Quarter end so long as such Commitment shall be undrawn.

(c) Commitment Fees accruing under the Existing Credit Agreement shall continue to accrue as of the Restatement Date.

(d) The Borrowers shall pay to (i) the Agents, the agency fees, and (ii) the Agent on behalf of each of the Lenders, the other fees, in each case specified in the Fee Letter.

2.10 Evidence of Debt and Determination of Interest Rates and Fees

(a) The indebtedness of the Borrowers in respect of all Accommodations hereunder shall be evidenced by the account records maintained by the applicable Agent or Swing Line Lender, as the case may be, which shall be *prima facie* evidence of such indebtedness for all purposes absent manifest error. The failure of the applicable Agent or the Swing Line Lender, as the case may be, to record correctly any amount or date shall not, however, affect the obligation of the Borrowers to pay amounts due hereunder to such Agent or any of the Lenders in accordance with this Agreement.

(b) Wherever the determination of any interest rate or fee payable pursuant to this Agreement is by its terms be dependent upon the Leverage Ratio, such interest rate or fee shall, subject to the balance of this Section 2.10, be based upon the ratio set forth in the Compliance Certificate delivered to the Agents for the most recently completed Financial Quarter for which a Compliance Certificate has been delivered. The application by the Agents or the Swing Line Lender of such ratio in the calculation of any such interest rate or fee shall not, however, affect the obligation of the Borrower to pay amounts of interest or fees due hereunder to the Lenders on the basis of the actual ratio determined in accordance with the terms of this Agreement in the event the ratio set forth in a Compliance Certificate is incorrect. Any resulting increase or reduction in pricing (the "**Adjusted Pricing**") on Accommodations will be effective on the third (3rd) Business Day (the "**Pricing Adjustment Date**") immediately following the delivery of such Compliance Certificate. For greater certainty, the parties hereto agree that any CORRA Advances, SOFR Advances and EURIBOR Advances outstanding on a Pricing Adjustment Date shall be unaffected by any increase or decrease to pricing made on such Pricing Adjustment Date and that the Adjusted Pricing will only apply to CORRA Advances, SOFR Advances and EURIBOR Advances advanced on or after the Pricing Adjustment Date.

(c) If the Borrowers fail to deliver a Compliance Certificate to the Agents when due then, from and after such due date, the determination of any interest rate or fee payable by such Borrower pursuant to this Agreement which is dependent on the calculation of a financial ratio which would otherwise be the subject of such Compliance Certificate, the financial ratio which will be determinative of such interest rate or fee will be deemed to be Level 5, as specified in the definition of "Applicable Margin", in all cases until the Compliance Certificate is delivered to the Agents, following which the financial ratio evidenced thereby shall thereafter be determinative of interest rates or fees payable by the Borrower pursuant to this Agreement.

(d) For purposes of the *Interest Act* (Canada): (i) whenever any interest or fee under this Agreement is calculated using a rate based on a period of time other than a calendar year, such rate determined pursuant to such calculation, when expressed as an annual rate, is equivalent to (x) the applicable rate based on such period of time multiplied by (y) the actual number of days in the calendar year in which the period for which such interest or fee is calculated ends, and divided by (z) the number of days in such period of time; (ii) the principle of deemed reinvestment of interest shall not apply to any interest calculation under this Agreement; and (iii) the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.

2.11 Increase of the Canadian Revolver Facility Commitment and/or the U.S. Revolver Facility Commitment[3]

(a) Either Borrower may, at any time and from time to time after the Restatement Date, deliver to the Agent one or more notices requesting an increase in the amount of the Tranche A Canadian Revolver Commitment, the Tranche B Canadian Revolver Commitment and/or the U.S. Revolver Facility Commitment as the applicable Borrower(s) may request (each, a "**Credit Facility Increase**"); provided that:

(i) no Default or Event of Default has occurred and is continuing or would occur as a result of such increase;

(ii) any such increase in respect of the Tranche A Canadian Revolver Commitment shall be in a minimum amount of C$25,000,000 and in increments of C$1,000,000 and any such increase in respect of the Tranche B Canadian Revolver Commitment or the U.S. Revolver Facility Commitment shall be in a minimum amount of U.S.$25,000,000 and in increments of U.S.$1,000,000;

(iii) the aggregate increases from time to time in the Tranche A Canadian Revolver Commitment, the Tranche B Canadian Revolver Commitment and the U.S. Revolver Facility Commitment cannot exceed CDN$200,000,000 (or the Equivalent Amount, tested at the time of any such increase, in U.S.$);

(iv) no Commitment of any Lender may be increased without the consent of such Lender; and

(v) AGI may only increase the Tranche A Canadian Revolver Commitment and the Tranche B Canadian Revolver Commitment and Westfield ND may only increase the U.S. Revolver Facility Commitment.

(b) The applicable Agent(s) shall promptly notify each Lender of a proposed Credit Facility Increase. Each Lender having a commitment under the applicable Credit Facility may, in its sole discretion, commit to participate in such Credit Facility Increase by forwarding its commitment to the applicable Agent therefor in form and substance satisfactory to the applicable Agent by such time as is designated

[3] Pursuant to the Second Amending Agreement dated as of December 16, 2024, the Tranche A Canadian Revolver Commitment was increased by $100,000,000 in accordance with this Section 2.11.

by the Agent. The applicable Agent shall allocate the Credit Facility Increase among the Lenders participating in such increase in its discretion, but in an amount not to exceed for each such Lender the commitment received from such Lender. If the applicable Agent does not receive enough commitments from existing Lenders for the Credit Facility Increase, the applicable Agent, in consultation with the applicable Borrower, will use commercially reasonable efforts to find one or more banks or financial institutions which are not then Lenders to become party to the Loan Documents and to provide a Commitment to the extent necessary to satisfy the Borrower's requested Credit Facility Increase, provided that any such banks or financial institutions shall be acceptable to the Agent, the Issuing Lenders and the Borrowers, acting reasonably.

(c) Each Credit Facility Increase shall become effective on a date agreed by the Borrowers and the Agents (a "**Credit Facility Increase Date**"). It shall be a condition of the effectiveness of any Credit Facility Increase on the Credit Facility Increase Date that:

(i) each applicable Borrower has provided to the Agents a certified copy of a directors' resolution of such Borrower authorizing any such Credit Facility Increase;

(ii) each applicable Borrower has provided to the Agents a certificate of an officer of such Borrower certifying (i) both before and after giving effect to the Credit Facility Increase, no Default or Event of Default has occurred and is continuing, and (ii) all representations and warranties made by the Borrowers in this Agreement are true and correct, unless such representation or warranty relates to an earlier date and remains true and correct as of such earlier date;

(iii) each applicable Borrower shall have paid all such fees as agreed to between the applicable increasing Lenders and/or any new financial institutions joining as a Lender and the applicable Borrower(s);

(iv) concurrently with the addition of a financial institution as an additional Lender, such Lender shall become a party to this Agreement pursuant to a joinder agreement in form and substance satisfactory to the Agents; and

(v) the Agents shall have received a legal opinion or legal opinions of counsel to the Loan Parties with respect to the foregoing in a form reasonably required by counsel to the Lenders.

The Agents shall notify the Lenders on the Credit Facility Increase Date of the effectiveness of the Credit Facility Increase. The Credit Facility Increase shall be subject to the same terms, conditions, pricing, covenants and Security requirements as the applicable Credit Facility or Credit Facilities (or Tranche thereof) being increased, and upon the funding thereof, the Credit Facility Increase shall form part of the Credit Facility in all respects.

(d) On the Credit Facility Increase Date, each Person becoming a party to this Agreement as an additional Lender and each Lender participating in such Credit Facility Increase under the applicable Credit Facility shall purchase from existing Lenders such portion of the Outstandings under the Tranche A Canadian Revolver, Tranche B Canadian Revolver or the U.S. Revolver Facility, as applicable, of such Lender as is necessary to ensure that the Outstandings of all Lenders under each such Credit Facility or Tranche thereof, and including therein such additional financial institution and the increased Commitment of any such Lender, are in accordance with the respective Pro Rata Shares of all such Lenders (as may be amended as required owing to changes in Individual Commitments arising from this Section 2.11); provided that any purchase of Outstandings which are outstanding by way of CORRA Advances, SOFR Advances or EURIBOR Advances shall occur only on the maturity dates or at the end of the Interest Period, respectively, applicable thereto. On the date of such increase, each Lender's share of the Outstandings related to Letters of Credit, Canadian Swing Line Loans and U.S. Swing Line Loans, including any unfunded risk participations therein, on such date shall automatically be deemed to equal such Lender's Pro Rata Share (as may be amended as required owing to changes in Individual Commitments arising from this Section 2.11) of such Outstandings without further action by any party.

(e) Nothing in this Section 2.11 shall be construed to obligate any Lender to provide or consent to any increase in its Commitment or to obligate an Agent to arrange any commitments to provide a Credit Facility Increase.

2.12 Reallocation of Commitments

(a) AGI may from time to time on notice in writing (an "**Allocation Change Notice**") to the Agents, request a reallocation of the Commitments of the Lenders, on a dollar-for-dollar basis, from the Tranche B Canadian Revolver to the U.S. Revolver Facility, or vice versa, with such reallocation to take effect on a date which is at least thirty (30) days after the date of the Allocation Change Notice (the effective date of any proposed reallocation being referred to as an "**Allocation Change Date**"), provided that:

(i) each such reallocation shall be in a minimum amount of U.S.$5,000,000 and in integral multiples of U.S.$1,000,000 thereafter;

(ii) the aggregate amount of all such reallocations from the Tranche B Canadian Revolver to the U.S. Revolver Facility (net of any reallocations from the U.S. Revolver Facility to the Tranche B Canadian Revolver) shall not exceed U.S.$50,000,000 over the term of the Credit Facilities;

(iii) the aggregate amount of all such reallocations from the U.S. Revolver Facility to the Tranche B Canadian Revolver (net of any reallocations from the Tranche B Canadian Revolver to the U.S. Revolver Facility) shall not exceed U.S.$50,000,000 over the term of the Credit Facilities;

(iv) prior to or on the Allocation Change Date, each Borrower must have prepaid or otherwise reduced Accommodations outstanding under the Credit Facilities in an amount equal to the amount by which Accommodations outstanding would otherwise be in excess of the new Commitment allocations;

(v) the Borrowers must not have reallocated the Commitments pursuant to this Section 2.12 at any time in the previous three (3) months; and

(vi) no Default or Event of Default shall have occurred and be continuing at the time of delivery of an Allocation Change Notice or on the Allocation Change Date or would occur as a result thereof.

(b) Subject to satisfaction of the conditions under Section 2.12(a), on the Allocation Change Date the Agents shall adjust the Tranche B Canadian Revolver Commitment and the U.S. Revolver Facility Commitment of each Lender in accordance with the Allocation Change Notice and Schedule "A" shall be deemed to be amended accordingly.

(c) The Agent shall, no later than three (3) Business Days prior to an Allocation Change Date, notify each Lender and each Borrower of the applicable Commitments of each Lender to come into effect under each Credit Facility or Tranche thereof, and effective as of the Allocation Change Date, such revised Commitments shall come into effect. The Agent shall, as of the Allocation Change Date, make all such adjustments to all U.S. Base Rate Advances and U.S. Prime Rate Advances as are necessary so that Advances are outstanding in accordance with the Lender's Pro Rata Share under each Credit Facility or Tranche thereof. No adjustment shall be made to the Lender's Pro Rata Share of any CORRA Advances, SOFR Advances or EURIBOR Advances which are outstanding under a Credit Facility or Tranche thereof on an Allocation Change Date, but, for certainty, if and to the extent that any such CORRA Advances, SOFR Advances or EURIBOR Advances are subject to a rollover or conversion, all applicable Lenders shall fund their amended Pro Rata Share under such Credit Facility or Tranche thereof of such rollover or conversion (subject at all times to Section 2.8(b) in the case of EURIBOR Advances). Until such time as all CORRA Advances, SOFR Advances or EURIBOR Advances which were outstanding on an Allocation Change Date have been repaid, rolled over or converted such that all applicable Accommodations under each Credit Facility or Tranche thereof are outstanding in accordance with the amended Pro Rata Share of each applicable Lender, the definition of Majority Lenders in respect of the Credit Facilities shall be determined based on Outstandings rather than on Commitments, and the definition of Majority Lenders in respect of such Credit

Facility shall be determined based on applicable Outstandings under such Credit Facility or Tranche thereof rather than on the applicable Commitment thereunder.

2.13 Hostile Take-Overs

In the event a Borrower wishes to utilize a Credit Facility to fund, or to provide funds to any Loan Party to fund, a Hostile Take-Over, the following steps shall be followed:

(a) at least seven (7) Business Days prior to the delivery of any Borrowing Notice to an Agent requesting Accommodations under a Credit Facility intended to be utilized for such Hostile Take-Over, a senior officer of AGI shall advise the Canadian Agent (who shall promptly advise an appropriate officer of each Lender) of the particulars of such Hostile Take-Over in sufficient detail to enable such Lender to determine whether it has a conflict of interest if Accommodations from such Lender are utilized by a Borrower for such Hostile Take-Over;

(b) within five (5) Business Days of a Lender being so advised by the Canadian Agent, such Lender shall notify the Canadian Agent of such Lender's determination as to whether such a conflict of interest exists (such determination to be made by such Lender in the exercise of its sole discretion having regard to such considerations as it deems appropriate), provided that in the event such Lender does not so notify the Canadian Agent within such five (5) Business Day period, such Lender shall be deemed to have notified the Canadian Agent that it has a conflict of interest;

(c) the Canadian Agent shall promptly notify the applicable senior officer of AGI of each Lender's determination or deemed determination in that regard;

(d) and in the event that a Lender has, or is deemed to have, a conflict of interest, then upon the Canadian Agent so notifying AGI, such Lender shall have no obligation to provide such Accommodations for such Hostile Take-Over, notwithstanding any other provision of this Agreement to the contrary; provided, however, that each other Lender (a "**Takeover Lender**") who has no such conflict of interest shall have an obligation, up to the amount of its Individual Commitment, to provide such Accommodations for such Hostile Take-Over, and any such Accommodations provided for such Hostile Take-Over shall be provided by each Takeover Lender in accordance with the ratio that its Pro Rata Share of the relevant Commitment bears to the aggregate of the Pro Rata Shares of the relevant Individual Commitment of all the Takeover Lenders; and

(e) if Accommodations under a Credit Facility are utilized for the purposes of a Hostile Take-Over and there are Lenders in respect of such Accommodations other than Takeover Lenders (the "**Non-Takeover Lenders**"), the Pro Rata Share of each Non-Takeover Lender under such Credit Facility shall be temporarily adjusted in accordance with Section 2.13(d) and, as applicable, subsequent Accommodations shall be funded firstly by Non-Takeover Lenders and subsequent repayments shall be applied firstly to Takeover Lenders, in each case until such time as the Pro Rata Share of each Takeover Lender and Non-Takeover Lender under the applicable Credit Facility is equal to such Pro Rata Share in effect

2.14 Inability to Determine CORRA or SOFR Rates

Subject to Section 2.15, if, on or prior to the first day of any Interest Period for any CORRA Advance or SOFR Advance, an Agent determines (which determination shall be conclusive and binding absent manifest error) that "Term SOFR", "Daily Compounded CORRA" or "Term CORRA", as applicable, cannot be determined pursuant to the definition thereof for reasons other than a Benchmark Transition Event, then the Agents will promptly so notify the Borrowers and each Lender. Upon notice thereof by the Agents to the Borrowers, any obligation of the Lenders to make or continue the affected Advances shall be suspended (to the extent of the affected Advances and the affected Interest Periods) until the Agents revoke such notice.

Upon receipt of such notice, (x) the Borrowers may revoke any pending request for a borrowing of, conversion to or continuation of affected Advances (to the extent of the affected Advances and the affected Interest Periods), (y) if the affected Advance is a Term CORRA Advance, the Borrowers may elect to convert any such request into a request for a borrowing of or a conversion to Daily Compounded CORRA Advances (if Daily Compounded CORRA Advances is not affected by this Section 2.14), or, failing such revocation or election, (z) the Borrowers will be deemed to have converted any such request into a request for an Advance of or conversion to Prime Rate Advances (in the case of CORRA Advances) or U.S. Base Rate Advances (in the case of SOFR Advances) in the amount specified therein. If the affected Advance is a Term CORRA Advance, the Borrowers may elect to convert any outstanding affected Term CORRA Advances at the end of the applicable Interest Period, into Daily Compounded CORRA Advances (if Daily Compounded CORRA Advances is not affected by this Section 2.14), and otherwise, or failing such election, any outstanding affected Advances will be deemed to have been converted into U.S. Base Rate Advances (in the case of SOFR Advances) or Prime Rate Advances (in the case of CORRA Advances) at the end of the applicable Interest Period. Upon any such conversion, the Borrowers shall also pay any additional amounts required herein.

2.15 Benchmark Replacement

Notwithstanding anything to the contrary herein or in any other Loan Document and any interest rate swap agreement shall be deemed not to be a "Loan Document" for the purposes of this Section 2.15:

(a) **Benchmark Replacement.** Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the applicable then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) or clause (b) 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 Loan 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 Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (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 Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business 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 Loan Document so long as the Agents have not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders. If the Benchmark Replacement is Adjusted Daily Compounded CORRA, all interest payments will be payable on the last day of each Interest Period. If the Benchmark Replacement is Adjusted Daily Simple SOFR, all interest payments will be payable on a monthly basis.

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

(c) **Notice; Standards for Decisions and Determinations.** The Agents will promptly notify the Borrowers of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Agents will promptly notify the Borrowers of the removal or reinstatement of any tenor of a Benchmark pursuant hereto. Any determination, decision or election that may be made by the Agents or, if applicable, any Lender (or group of Lenders) pursuant to this Section, 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 Loan Document, except in each case, as expressly required pursuant to this Section 2.15.

(d) **Unavailability of Tenor of Benchmark.** Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if any then-current Benchmark is a term rate (including the Term CORRA Reference Rate or the Term SOFR Reference Rate) 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 an Agent in its reasonable discretion or (B) the administrator of such Benchmark or 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 or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Agents 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, non-representative, non-compliant or non-aligned 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 no longer subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Agents may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) **Benchmark Unavailability Period.** Upon the Borrowers' receipt of notice of the commencement of a Benchmark Unavailability Period with respect to any then-current Benchmark, a Borrower may revoke any pending request for an Advance, or a conversion to or continuation of an Advance, that is of the type of Advance that has a rate of interest determined by reference to such then-current Benchmark, to be made, converted or continued during such Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Borrowing of or conversion to (i) for a Benchmark Unavailability Period in respect of Term SOFR, a U.S. Base Rate Advance, (ii) for a Benchmark Unavailability Period in respect of Term CORRA, a Daily Compounded CORRA Advance, and (iii) for a Benchmark Unavailability Period in respect of a Benchmark other than Term CORRA or Term SOFR, a Prime Rate Advance or a U.S. Base Rate Advance, as applicable. During any Benchmark Unavailability Period or at any time that a tenor for a then-current Benchmark is not an Available Tenor, the component of U.S. Base Rate or Prime Rate based upon such then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of U.S. Base Rate or Prime Rate.

2.16 Availability of EURIBOR Advances

(a) **Rules of Construction**. For the purposes of this Section 2.16 and other references to EURIBOR Advances, the following rules of construction apply:

(i) A reference to a page or screen of an information service displaying a rate shall include:

(A) any replacement page of that information service which displays that rate; and

(B) the appropriate page of such other information service which displays that rate from time to time in place of that information service,

and, if such page or service ceases to be available, shall include any other page or service displaying that rate specified by the Canadian Agent after consultation with AGI.

(ii) The determination of the extent to which a rate is “for a period equal in length” to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.

(b) **Notification of Rates of Interest**.

(i) The Canadian Agent shall promptly notify the Canadian Lenders and AGI of the determination of a rate of interest relating to a EURIBOR Advance.

(ii) The Canadian Agent shall promptly notify AGI of each Funding Rate relating to a EURIBOR Advance.

(iii) This Section 2.16(b) shall not require the Canadian Agent to make any notification to any party on a day which is not a Business Day.

(c) **Changes to Reference Rates**.

(i) If a Published Rate Replacement Event has occurred in relation to any Published Rate for a EURIBOR Advance, any amendment or waiver which relates to providing for the use of a Replacement Reference Rate in relation to that currency in place of that Published Rate, and:

(A) aligning any provision of any Loan Document to the use of that Replacement Reference Rate;

(B) enabling that Replacement Reference Rate to be used for the calculation of interest under this Agreement (including, without limitation, any consequential changes required to enable that Replacement Reference Rate to be used for the purposes of this Agreement);

(C) implementing market conventions applicable to that Replacement Reference Rate;

(D) providing for appropriate fallback (and market disruption) provisions for that Replacement Reference Rate; or

(E) adjusting the pricing to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value from one party hereunder to another as a result of the application of that Replacement Reference Rate (and if any adjustment or method for calculating any adjustment has been formally designated, nominated or recommended by the Relevant Nominating Body, the adjustment shall be determined on the basis of that designation, nomination or recommendation),

may be made with the consent of the Canadian Agent (acting on the instructions of the Majority Lenders) and AGI.

(ii) If any Lender fails to respond to a request for an amendment or waiver described in Section 2.16(c)(i) within 10 Business Days (or such longer time period in relation to any request which AGI and the Canadian Agent may agree) of that request being made:

(A) such Lender's Individual Commitment shall not be included for the purpose of calculating the Commitments under the Canadian Revolver Facility when ascertaining whether any relevant percentage of Commitments has been obtained to approve that request; and

(B) its status as a Lender shall be disregarded for the purpose of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve that request.

(iii) In this Section 2.16(c):

"**Published Rate**" means the Screen Rate for any Quoted Tenor.

"**Published Rate Replacement Event**" means, in relation to a Published Rate:

(a) the methodology, formula or other means of determining that Published Rate has, in the opinion of the Majority Lenders of the Canadian Revolver Facility and AGI, materially changed;

(i) the administrator of that Published Rate or its supervisor publicly announces that such administrator is insolvent; or

(ii) information is published in any order, decree, notice, petition or filing, however described, of or filed with a court, tribunal, exchange, regulatory authority or similar administrative, regulatory or judicial body which reasonably confirms that the administrator of that Published Rate is insolvent,

provided that, in each case, at that time, there is no successor administrator to continue to provide that Published Rate;

(iii) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) publicly announces that it has ceased, or will cease, to provide that Published Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide that Published Rate;

(iv) the supervisor of the administrator of that Published Rate publicly announces that such Published Rate has been or will be permanently or indefinitely discontinued;

(v) the administrator of that Published Rate or its supervisor announces that that Published Rate may no longer be used; or

(vi) the supervisor of the administrator of that Published Rate makes a public announcement or publishes information:

(A) stating that that Published Rate is no longer, or as of a specified future date will no longer be, representative of the underlying market and the economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); and

(B) with awareness that any such announcement or publication will engage certain triggers for fallback provisions in contracts which may be activated by any such pre-cessation announcement or publication;

(b) the administrator of that Published Rate (or the administrator of an interest rate which is a constituent element of that Published Rate) determines that that Published Rate should be calculated in accordance with its reduced submissions or other contingency or fallback policies or arrangements and either:

(i) the circumstance(s) or event(s) leading to such determination are not (in the opinion of the Majority Lenders of the Canadian Revolver Facility and AGI) temporary; or

(ii) that Published Rate is calculated in accordance with any such policy or arrangement for a period no less than one month; or

(c) in the opinion of the Majority Lenders under the Canadian Revolver Facility and AGI, that Published Rate is otherwise no longer appropriate for the purposes of calculating interest under this Agreement.

"**Relevant Nominating Body**" means any applicable central bank, regulator or other supervisory authority or a group of them, or any working group or committee sponsored or chaired by, or constituted at the request of, any of them or the Financial Stability Board.

"**Replacement Reference Rate**" means a reference rate which is:

(a) formally designated, nominated or recommended as the replacement for a Published Rate by:

(i) the administrator of that Published Rate (provided that the market and the economic reality that such reference rate measures is the same as that measured by that Published Rate); or

(ii) any Relevant Nominating Body,

and if replacements have, at the relevant time, been formally designated, nominated or recommended under both paragraphs, the "Replacement Reference Rate" will be the replacement under paragraph (ii) above;

(b) in the opinion of the Majority Lenders of the Canadian Revolver Facility and AGI, generally accepted in the international or any relevant domestic syndicated loan markets as the appropriate successor to a Published Rate; or

(c) in the opinion of the Majority Lenders of the Canadian Revolver Facility and AGI, an appropriate successor to a Published Rate.

Notwithstanding anything to the contrary in this Agreement, AGI shall be responsible for all costs and expenses (including reasonable legal fees) incurred by each Lender in connection with any amendment or waiver contemplated by Section 2.16(c).

ARTICLE 3
ADVANCES AND SWING LINE LOANS

3.1 The Advances

(a) Each of (i) the Tranche A Revolver Lenders severally agrees, on the terms and conditions of this Agreement, to make Advances to AGI under the Tranche A Canadian Revolver, from time to time, on any Business Day, (ii) the Tranche B Revolver Lenders severally agrees, on the terms and conditions of this Agreement, to make Advances to AGI under the Tranche B Canadian Revolver, from time to time, on any Business Day, (iii) the U.S. Lenders severally agrees, on the terms and conditions of this Agreement, to make Advances to Westfield ND under the U.S. Revolver Facility, from time to time, on any Business Day.

(b) Each Canadian Lender or U.S. Lender, as the case may be, shall make available to the applicable Agent its Pro Rata Share of the principal amount of each Advance under the applicable Credit Facility or Tranche thereof, in the appropriate currency, prior to 1:00 p.m. (Toronto time) on the date of the Advance. Unless the applicable Agent has been notified by a Lender prior to the date of the Advance that such Lender will not make available to the Agent its Pro Rata Share of such Advance, the Agent may assume that each Lender will make such portion of the Advance available to the Agent on the date of the Advance in accordance with the provisions hereof and the Agent may, in reliance upon such assumption, make available to the applicable Borrower on such date a corresponding amount. To the extent any Lender shall not have so made its Pro Rata Share of the Advance available to the Agent, such Lender agrees to pay to the Agent, forthwith on demand, such Lender's Pro Rata Share of the Advance and all reasonable costs and expenses incurred by the Agent in connection therewith, together with interest thereon (in accordance with prevailing industry practice for interbank compensation) for each day from the date such amount is made available to the applicable Borrower until the date such amount is paid or repaid to the Agent; provided, however, that notwithstanding such obligation, if such Lender fails so to pay, such Borrower shall, without prejudice to any rights the Borrower may have against such Lender, repay such amount to the Agent forthwith after demand therefor by the Agent together with interest thereon at the rate payable hereunder by the applicable Borrower in respect of such Advance for each day from the date such amount is made available to the applicable Borrower until the date such amount is paid or repaid to the Agent. The amount payable by each Lender to the applicable Agent pursuant to this Section shall be set forth in a certificate delivered by the Agent to such Lender and the applicable Borrower (which certificate shall contain reasonable details of how the amount payable is calculated) and shall constitute *prima facie* evidence of such amount payable.

(c) If a Lender makes the payment to such Agent required herein, the amount so paid shall constitute such Lender's Pro Rata Share of the Advance for purposes of this Agreement and shall entitle the Lender to all rights and remedies against the applicable Borrower in respect of such Advance. The failure of any Lender to make available to the applicable Agent its Pro Rata Share of an Advance shall not relieve any other Lender of its obligation hereunder to make available to the applicable Agent its Pro Rata Share of the Advance on the date thereof (but neither the Agent nor any other Lender shall be under any obligation to make available such amount to the Borrower under any provision of this Agreement). The obligations of the Agent under this Section 3.1 shall be limited to taking such steps as are commercially reasonable to implement the procedures described in this Section 3.1 and the Agent shall not be liable for any losses or expenses which may be incurred or suffered by any Loan Party and occasioned by the failure or delay of funds to reach the designated destination.

(d) If any Lender fails to make available to the applicable Agent its Pro Rata Share of any Advance as required (a "**Non-Funding Lender**") and such Agent has not made the Advance to the applicable Borrower pursuant to Section 3.1(a), such Agent shall forthwith give notice of such failure by the Non-Funding Lender to such Borrower and the other Lenders and such notice shall state that any Lender may make available to such Agent all or any portion of the Non-Funding Lender's Pro Rata Share of such Advance (but in no way shall any other Lender or the Agent be obliged to do so) in the place of the Non-Funding Lender. If more than one Lender gives notice that it is prepared to make funds available in the place of a Non-Funding Lender in such circumstances and the aggregate of the funds which such Lenders (collectively, the "**Contributing Lenders**" and, individually, the "**Contributing Lender**") are prepared to make available exceeds the amount of the Advance which the Non-Funding Lender failed to make, then each Contributing Lender shall be deemed to have given notice that it is prepared to make available a portion determined by the Agent in its sole discretion, of such Advance. If any Contributing Lender makes funds available in the place of a Non-Funding Lender in such circumstances, then: (i) the Non-Funding Lender shall pay to the applicable Agent for the benefit of 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 payable hereunder by the applicable Borrower in respect of such Advance for each day 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; and (ii) the applicable Borrower shall pay all amounts owing by such Borrower to the Non-Funding Lender hereunder to the applicable Agent for the benefit of the Contributing Lenders until such time as the Non-Funding Lender pays to the Agent for the benefit of the Contributing Lenders all amounts advanced by the Contributing Lenders on behalf of the Non-Funding Lender. Any Advance by a Contributing Lender making funds available in the place of a Non-Funding Lender shall not be construed as an increase in the Individual Commitment of the Contributing Lender.

(e) Each Borrowing shall consist of a Type of Advance made to the Borrower on the same day. Each Type of Advance shall be in the aggregate minimum amount and in an integral multiple of the amount set forth below:

(i) a Prime Rate Advance or U.S. Prime Rate Advance shall be in an aggregate amount not less than $1,000,000 and in an integral multiple of $100,000;

(ii) a U.S. Base Rate Advance shall be in an aggregate amount not less than U.S.$1,000,000 and in an integral multiple of U.S.$100,000;

(iii) a SOFR Advance shall be in an aggregate amount not less than U.S.$1,000,000 and in an integral multiple of U.S.$100,000 with a tenor provided for in the definition of "Interest Period";

(iv) a CORRA Advance shall be in an aggregate amount not less than $1,000,000 and in an integral multiple of $100,000 with a tenor provided for in the definition of "Interest Period"; and

(v) a EURIBOR Advance shall be in an integral multiple of €$100,000 and in an aggregate amount such that the Pro Rata Share of each Lender thereunder shall not be less than €2,000,000 with a tenor provided for in the definition of "Interest Period".

(f) Until repaid in full or converted in accordance with this Agreement, each Advance shall be: (i) the Type of Advance specified in the applicable Borrowing Notice or Election Notice; or (ii) if no Borrowing Notice or Election Notice is applicable, a Prime Rate Advance.

3.2 Procedure for Borrowing

(a) Each Borrowing under the Canadian Revolver Facility shall be made on notice (a "**Borrowing Notice**") given by AGI to the Canadian Agent not later than 11:00 a.m. (Toronto time), in the case of: (i) a Prime Rate Advance or a U.S. Base Rate Advance, at least one (1) Business Day prior to the date of the proposed Borrowing; and (ii) a CORRA Advance, a SOFR Advance or a EURIBOR Advance, at least three (3) Business Days prior to the date of the proposed Borrowing, which Borrowing Notice shall be irrevocable and binding on AGI. Each Borrowing Notice shall be in substantially the form of Schedule "B" and shall specify: (i) whether it is Borrowing under the Tranche A Canadian Revolver or the Tranche B Canadian Revolver, (ii) the requested date of such Borrowing; (iii) the Type or Types of Advance comprising such Borrowing; (iv) the aggregate amount of such Borrowing; and (v) in the case of a CORRA Advance, a SOFR Advance or a EURIBOR Advance, the initial Interest Period applicable to such Advance. Subject to the terms and conditions of this Agreement, the Canadian Agent will make such funds available to AGI in immediately available funds on the date of the proposed Borrowing by crediting or causing the crediting the Borrower's Canadian Dollar Account, the applicable Borrower's U.S. Dollar Account, or the Borrower's Euro Account.

(b) Each Borrowing under the U.S. Revolver Facility shall be made on a Borrowing Notice given by Westfield ND to the U.S. Agent not later than 11:00 a.m. (New York time), in the case of: (i) a U.S. Prime Rate Advance, at least two (2) Business Days prior to the date of the proposed Borrowing; and (ii) a SOFR Advance, at least three (3) Business Days prior to the date of the proposed Borrowing, which Borrowing Notice shall be irrevocable and binding on Westfield ND. Each Borrowing Notice shall be in substantially the form of Schedule "B" and shall specify: (i) the requested date of such Borrowing; (ii) the

Type or Types of Advance comprising such Borrowing; (iii) the aggregate amount of such Borrowing; and (iv) in the case of a SOFR Advance, the initial Interest Period applicable to such Advance. Subject to the terms and conditions of this Agreement, the U.S. Agent will make such funds available to Westfield ND in immediately available funds on the date of the proposed Borrowing by crediting or causing the crediting the applicable Borrower's U.S. Dollar Account.

(c) The Borrowers shall not in any Borrowing Notice select an Interest Period which ends after the applicable Final Maturity Date or which conflicts with the definition of Interest Period specified in Section 1.1 or with the repayments provided for in Section 2.5 or 2.6.

3.3 Interest on Advances

(a) Each Advance shall bear interest at the rate applicable to such Type of Advance determined in accordance with this Section (i) in the case of a Prime Rate Advance, U.S. Base Rate Advance or U.S. Prime Rate Advance, from the date such Advance is made or converted from another Type of Advance or Accommodation to the date on which such Advance is repaid in full or is converted to another Type of Advance or Accommodation in accordance with this Agreement, and (ii) in the case of a CORRA Advance, a SOFR Advance or a EURIBOR Advance, from the first day of the applicable Interest Period to the last day of such Interest Period. Each Advance shall bear interest, and such interest shall be calculated and payable, in the following manner:

(i) Prime Rate Advances. A Prime Rate Advance shall bear interest at a rate per annum equal at all times to the Prime Rate in effect from time to time plus the Applicable Margin applicable to Prime Rate Advances. Such interest shall be calculated (but not compounded) daily and payable monthly in arrears on the third (3rd) Business Day of each month following the month for which such interest is payable and on the applicable Final Maturity Date.

(ii) Daily Compounded CORRA Advances. A Daily Compounded CORRA Advance shall bear interest at a rate per annum equal at all times to Daily Compounded CORRA in effect from time to time during the Interest Period for such Daily Compounded CORRA Advance plus the Applicable Margin applicable to Daily Compounded CORRA Advances, calculated daily and payable in arrears, on (i) the applicable Interest Payment Date in respect thereof; and (ii) on the day on which such Daily Compounded CORRA Advance becomes due and payable in full pursuant to the provisions hereof.

(iii) Term CORRA Advances. A Term CORRA Advance shall bear interest at a rate per annum equal at all times during any Interest Period for such Term CORRA Advance to the Term CORRA for such Interest Period plus the Applicable Margin applicable to Term CORRA Advances, calculated daily and payable in arrears, on (i) the applicable Interest Payment Date in respect thereof; and (ii) on the day on which such Term CORRA Advance becomes due and payable in full pursuant to the provisions hereof.

(iv) U.S. Base Rate Advances. A U.S. Base Rate Advance shall bear interest at a rate per annum equal at all times to the U.S. Base Rate in effect from time to time plus the Applicable Margin applicable to U.S. Base Rate Advances. Such interest shall be calculated (but not compounded) daily and payable monthly in arrears on the third (3rd) Business Day of each month following the month for which such interest is payable and on the Final Maturity Date.

(v) U.S. Prime Rate Advances. U.S. Prime Rate Advances shall bear interest at a rate per annum equal at all times to the U.S. Prime Rate in effect from time to time plus the Applicable Margin applicable to U.S. Prime Rate Advances. Such interest shall be calculated (but not compounded) daily and payable in arrears on the third (3rd) Business Day of each month following the month for which such interest is payable and on the Final Maturity Date.

(vi) SOFR Advances. A SOFR Advance shall bear interest at a rate per annum equal at all times during any Interest Period for such SOFR Advance to the Adjusted Term SOFR for such Interest Period plus the Applicable Margin, calculated daily and payable in arrears, on (i) the applicable Interest Payment Date in respect thereof; and (ii) on the day on which such SOFR Advance becomes due and payable in full pursuant to the provisions hereof.

(vii) EURIBOR Advances. A EURIBOR Advance shall bear interest at a rate per annum equal at all times during any Interest Period for such EURIBOR Advance to the EURIBOR for such Interest Period plus the Applicable Margin, calculated daily and payable in arrears, on (i) the applicable Interest Payment Date in respect thereof; and (ii) on the day on which such EURIBOR Advance becomes due and payable in full pursuant to the provisions hereof.

(b) With each announced change in any of the variable rates of interest used as a component for determining any rate of interest payable under this Agreement, there shall be a corresponding change in the applicable rate of interest payable under this Agreement based on the change in such variable rate, all without necessity of prior notice thereof to the Borrowers or to any other Person. For greater certainty, Applicable Margins will change in accordance with Section 2.10.

3.4 Conversions and Elections Regarding Types of Advances and Interest Rates

(a) Advances under a Credit Facility or Tranche thereof may be converted, subject to the provisions of this Agreement, from time to time from one Type to another at the election of a Borrower, provided that the Type of Advance to which the Borrower wishes to convert is an Accommodation available to that Borrower hereunder, or automatically in accordance with the provisions of this Section. Each Borrower may from time to time elect: (i) to convert any Advances (other than EURIBOR Advances) to another Type available to it in the same currency as the Advances being converted; or (ii) to have any CORRA Advances, SOFR Advances or EURIBOR Advances continued as such Type of Advance by electing an additional Interest Period; subject in each case to the provisions of Sections 3.1(e) and 3.5 and to the following provisions:

(i) Prime Rate Advance. AGI may elect to convert a Prime Rate Advance as of any Business Day to a CORRA Advance.

(ii) CORRA Advance. AGI may elect, effective on the last day of the then current Interest Period applicable thereto: (A) to convert a Daily Compounded CORRA Advance to a Term CORRA Advance or a Prime Rate Advance; (B) to convert a Term CORRA Advance to a Daily Compounded CORRA Advance or a Prime Rate Advance; or (C) to have any CORRA Advance continued as the same Type of Advance for an additional Interest Period. If a Borrower has made no such election, on the expiry of the then current Interest Period, any CORRA Advance shall be automatically converted to a Prime Rate Advance, effective on the last day of such Interest Period.

(iii) U.S. Base Rate Advance. AGI may elect to convert a U.S. Base Rate Advance as of any Business Day to a SOFR Advance.

(iv) U.S. Prime Rate Advance. Westfield ND may elect to convert a U.S. Prime Rate Advance as of any Business Day to a SOFR Advance.

(v) SOFR Advance. A Borrower may elect, effective on the last day of the then current Interest Period applicable thereto: (A) to convert a SOFR Advance, in the case of AGI only, to a U.S. Base Rate Advance; or in the case of Westfield ND only, to a U.S. Prime Rate Advance; or (B) to have such SOFR Advance continued as such Type of Advance for an additional Interest Period. If a Borrower has made no such election, on the expiry of the then current Interest Period, such Advance shall be automatically converted to a U.S. Base Rate Advance in the case of AGI or a U.S. Prime Rate Advance in the case of Westfield ND, effective on the last day of such Interest Period.

(vi) EURIBOR Advance. AGI may elect, effective on the last day of the then current Interest Period applicable thereto, to have any EURIBOR Advance continued as such Type of Advance for an additional Interest Period. If AGI has made no such election, on the expiry of the then current Interest Period, any EURIBOR Advance shall be automatically continued to a EURIBOR Advance, effective on the last day of such Interest Period, for an additional Interest Period of the same length.

(b) Each such election shall be made on notice (an "**Election Notice**") given to the Canadian Agent not later than 10:00 a.m. (Toronto time) in the case of AGI and to the U.S. Agent not later than 10:00 a.m. (New York time) in the case of Westfield ND: (i) in the case of an election to convert an Advance to a Prime Rate Advance, U.S. Base Rate Advance or a U.S. Prime Rate Advance, at least two (2) Business Days before the effective date of such election; and (ii) in the case of an election to convert an Advance to, or continue an Advance as, a CORRA Advance, a SOFR Advance or a EURIBOR Advance, at least three (3) Business Days before the effective date of such election. Each Election Notice shall be substantially in the form of Schedule "E" and shall specify, with respect to the outstanding Advances to which such Election Notice applies: (i) if the Type of such Advance is to be converted, the new Type of Advance selected, the effective date of such conversion and, if the new Type of Advance selected is a CORRA Advance or a SOFR Advance, the duration of the initial Interest Period applicable thereto; or (ii) if such Advance is a CORRA Advance, a SOFR Advance or a EURIBOR Advance which is to continue as the same Type of Advance for an additional Interest Period in whole or in part, the amount of such Advance to be continued for the duration of the additional Interest Period and the date on which such Interest Period is to begin.

(c) A Borrower shall not in any Election Notice select an Interest Period which conflicts with the definition of Interest Period specified in Section 1.1 or with the repayments provided for in Section 2.5 or 2.6.

(d) Any conversion of an Advance under this Section shall not constitute a repayment of the relevant Advance but shall result in a change in the basis for the calculation of interest or fee (as the case may be) for such Advance in accordance with the provisions hereof.

3.5 Circumstances Requiring Prime Rate Pricing

(a) **Canadian Revolver Facility**.

If the Canadian Lenders, or any one or more of them, determine in good faith, and the Canadian Agent notifies AGI that: (i) by reason of circumstances affecting financial markets inside or outside Canada, deposits of U.S. Dollars or Euros are unavailable to the Canadian Lenders or any one or more of them; (ii) adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided in the definition of CORRA, SOFR, U.S. Base Rate or EURIBOR, as the case may be; (iii) the making or continuation of any U.S. Dollar Advances or Euro Advances has been made impracticable: (A) by the occurrence of a contingency (other than a mere increase in rates payable by the Canadian Lenders or any one or more of them to fund such Advances) which materially adversely affects the funding of the Canadian Revolver Facility at any interest rate computed on the basis of CORRA, the SOFR**,** the U.S. Base Rate or EURIBOR, as the case may be; or (B) by reason of a change since the date of this Agreement in any applicable Law or in the interpretation thereof by any Governmental Entity which affects the Canadian Lenders or any one or more of them or any relevant financial market, and which results in the CORRA, SOFR**,** the U.S. Base Rate or EURIBOR, as the case may be, no longer representing the effective cost of the Canadian Lenders or any one or more of them of deposits in such market for a relevant Interest Period or for Advances outstanding as CORRA Advances, SOFR Advances, U.S. Base Rate Advances or EURIBOR Advances; or (iv) any change since the date of this Agreement to any present Law, or any future Law, or any change since the date of this Agreement therein or in the interpretation or application thereof by any Governmental Entity, has made it unlawful for the Canadian Lenders or any one or more of them to make or maintain or to give effect to this obligation in respect of U.S. Dollar Advances, Euro Advances or CORRA Advances as contemplated hereby, then:

(i) the right of AGI to select any affected Type of U.S. Dollar Advance, Euro Advance or CORRA Advance, as applicable, from any such Canadian Lender shall be suspended until such Canadian Lender determines that the circumstances causing such suspension no longer exist and the Canadian Agent so notifies the Borrower;

(ii) (A) if any affected Type of U.S. Dollar Advance (if applicable) is not yet outstanding, any applicable Borrowing Notice in respect thereof shall, as it relates to the Pro Rata Share of such Canadian Lender, be deemed to be a Borrowing Notice requesting an Advance in the unaffected Type of U.S. Dollar Advance or, if neither Type of U.S. Dollar Advance is available, such affected Advance shall be cancelled and the relevant portion of such Advance requested shall not be made; (B) if the affected Advance is a CORRA Advance, any applicable Borrowing Notice in respect thereof shall, as it relates to the Pro Rata Share of such Canadian Lender, be deemed to be a Borrowing Notice requesting a Prime Rate Advance; and (C) if the affected Advance is a Euro Advance, such affected Advance shall be cancelled and the relevant portion of such Advance requested shall not be made;

(iii) (A) if any SOFR Advance is already outstanding at any time when the right of AGI to select SOFR Advances from a Canadian Lender is suspended (if applicable), the relevant portion of such SOFR Advance and all other SOFR Advances shall, subject to AGI having the right to select U.S. Base Rate Advances at such time, become U.S. Base Rate Advances on the last day of the then current Interest Period applicable thereto (or on such earlier date as may be required to comply with any applicable Law) or, if AGI does not have the right to select U.S. Base Rate Advances at such time, the relevant portion of such SOFR Advance and all other SOFR Advances shall (i) if outstanding under the Canadian Revolver Facility, become Prime Rate Advances on the last day of the then current Interest Period applicable thereto (or on such earlier date as may be required to comply with any applicable Law) in a principal amount equal to the Equivalent Amount of such SOFR Advances determined on the date on which such Advances become denominated in Canadian Dollars and (ii) otherwise, be repaid by AGI; and (B) if any CORRA Advance or EURIBOR Advance is already outstanding at any time when the right of AGI to select CORRA Advances or EURIBOR Advances, as applicable, from a Canadian Lender is suspended (if applicable), the relevant portion of such CORRA Advance or EURIBOR Advance, and all other CORRA Advances or EURIBOR Advances, as applicable, shall (i) become Prime Rate Advances on the last day of the then current Interest Period applicable thereto (or on such earlier date as may be required to comply with any applicable Law) (in the case of EURIBOR Advances, in a principal amount equal to the Equivalent Amount of such EURIBOR Advances determined on the date on which such Advances become denominated in Canadian Dollars) and (ii) otherwise, be repaid by AGI; and

(iv) if any U.S. Base Rate Advance is already outstanding at any time when the right of AGI to select U.S. Base Rate Advances from a Canadian Lender is suspended, the relevant portion of such U.S. Base Rate Advance and all other U.S. Base Rate Advances shall (i) if outstanding under the Canadian Revolver Facility, become Prime Rate Advances immediately, in a principal amount equal to the Equivalent Amount of the related U.S. Base Rate Advances determined on the date on which such Advances become denominated in Canadian Dollars, and (ii) otherwise be repaid by AGI.

(b) **U.S. Revolver Facility**.

If the U.S. Lenders or any one or more of them, determine in good faith, and the U.S. Agent notifies Westfield ND that: (i) adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided in the definition of SOFR; (ii) the making or continuation of any SOFR Advance has been made impracticable: (A) by the occurrence of a contingency (other than a mere increase in rates payable by the U.S. Lenders or any one or more of them to fund the Advances) which materially adversely affects the funding of the U.S. Revolver Facility at any interest rate computed on the basis of SOFR; or (B) by reason of a change since the date of this Agreement in any applicable Law or in the interpretation thereof by any Governmental Entity which affects the U.S. Lenders or any one or more of them or any relevant financial market, and which results in SOFR no longer representing the effective cost of the U.S. Lenders or any one or more of them of deposits in such market for a relevant Interest Period; or (iii) any change since the date of this Agreement to any present Law, or any future Law, or any change since the date of this Agreement therein or in the interpretation or application thereof by any Governmental Entity, has made it unlawful for the U.S. Lenders or any one or more of them to make or maintain or to give effect to this obligation in respect of SOFR Advances as contemplated hereby, then:

(i) the right of Westfield ND to select a SOFR Advance from any such U.S. Lender shall be suspended until such U.S. Lender determines that the circumstances causing such suspension no longer exist and the U.S. Agent so notifies Westfield ND;

(ii) if any affected SOFR Advance is not yet outstanding, any applicable Borrowing Notice in respect thereof shall, as it relates to the Pro Rata Share of such U.S. Lender, be deemed to be a Borrowing Notice requesting a U.S. Prime Rate Advance; and

(iii) if any SOFR Advance is already outstanding at any time when the right of Westfield ND to select SOFR Advances from a U.S. Lender is suspended, the relevant portion of such SOFR Advances and all other SOFR Advances to Westfield ND shall become U.S. Prime Rate Advances on the last day of the then current Interest Period applicable thereto (or on such earlier date as may be required to comply with any applicable Law).

3.6 Canadian Swing Line Loans

(a) At any time when it would be entitled to obtain Advances under the Tranche A Canadian Revolver, AGI will have access to: (i) Prime Rate Advances under the Canadian Swing Line from the Canadian Swing Line Lender; (ii) U.S. Base Rate Advances under the Canadian Swing Line from the Canadian Swing Line Lender. Such Prime Rate Advances and U.S. Base Rate Advances shall be made available by way of transfer from the Canadian Swing Line Lender to the Borrower's Canadian Dollar Account or the applicable Borrower's U.S. Dollar Account, as the case may be, on (i) same day notice, provided notice of the requested Swing Line Loan is received in writing by the Canadian Swing Line Lender prior to 10:00 a.m. on the requested advance date and the amount of the requested Swing Line Loan does not exceed $25,000,000 (or US$25,000,000 in the case of a Swing Line Loan in U.S. Dollars), or (ii) otherwise, on written notice to the Canadian Swing Line Lender no later than 11:00 a.m. on the Business Day prior to the requested advance date. From time to time after AGI has established a Canadian Dollar and U.S. Dollar chequing account with the Canadian Swing Line Lender, Swing Line Loans will also be available to AGI on an overdraft basis. The total of Prime Rate Advances and the Equivalent Amount of U.S. Base Rate Advances under the Canadian Swing Line outstanding at any time shall not exceed the Canadian Swing Line Sub-limit. The making of a Canadian Swing Line Loan shall constitute an Advance and shall reduce the availability of the Canadian Swing Line Sub-limit and Tranche A Canadian Revolver by the principal amount of such Canadian Swing Line Loan. The aggregate principal amount of all Canadian Swing Line Loans plus all other Outstandings of the Canadian Swing Line Lender under the Tranche A Canadian Revolver shall not exceed the Canadian Swing Line Lender's Individual Commitment. No Canadian Swing Line Loan shall be made by the Canadian Swing Line Lender if it has received notice that an Event of Default has occurred and is continuing.

(b) Canadian Swing Line Loans shall bear interest at a rate per annum equal to (i) in the case of Canadian Swing Line Loans by way of Prime Rate Advances, the Prime Rate in effect from time to time plus the Applicable Margin, and (ii) in the case of Canadian Swing Line Loans by way of U.S. Base Rate Advances, the U.S. Base Rate in effect from time to time plus the Applicable Margin, in each case from and including the date the Canadian Swing Line Loan is made to but excluding the date such Canadian Swing Line Loan is repaid in full, calculated daily and payable in arrears on the third (3^{rd}) Business Day of each month following the month for which such interest is payable and on the Final Maturity Date. All amounts owing to the Canadian Swing Line Lender hereunder shall be paid by AGI by depositing the amount owing to the applicable account of the Canadian Swing Line Lender designated from time to time by the Canadian Swing Line Lender to AGI.

(c) If the Canadian Swing Line is fully drawn hereunder and/or the satisfaction of any withdrawal requests or advances under the Canadian Swing Line would cause the Outstandings under the Canadian Swing Line to exceed the Canadian Swing Line Sub-limit, the Canadian Swing Line Lender will not be obligated to make such overadvance.

(d) At any time and from time to time, (i) at the direction of AGI, (ii) when the Total Outstandings of all Canadian Swing Line Loans exceed (or would after the making of a Canadian Swing Line Loan exceed) the Canadian Swing Line Sub-limit, or (iii) at the direction of the Canadian Swing Line Lender in its sole discretion, the Canadian Agent shall give two (2) Business Days' notice to each Canadian Lender no later than 11:00 a.m. (Toronto time), to make, and each Canadian Lender hereby agrees to make, an Advance under the Tranche A Canadian Revolver which is a Prime Rate Advance and/or a U.S. Base Rate Advance, as applicable, in an amount equal to such Canadian Lender's Pro Rata Share under the Tranche A Canadian Revolver of the aggregate principal amount of the Canadian Swing Line Loans specified in the notice (provided that in no case will such Canadian Lender be required to make any such Advance if, as a result, its Outstandings under the Tranche A Canadian Revolver would exceed its Individual Commitment thereunder). The aggregate amount of any such Advance shall be remitted by the Canadian Agent to the Canadian Swing Line Lender to be applied to repay the principal amount of such Canadian Swing Line Loans to the Canadian Swing Line Lender.

(e) If for any reason any Canadian Swing Line Loan cannot be refinanced by an Advance as contemplated by clause (d) above, the request of the Canadian Agent for an Advance as set forth in clause (b) above shall be deemed to be a request by the Canadian Swing Line Lender that each of the Canadian Lenders fund its risk participation in the relevant Canadian Swing Line Loan and each Canadian

Lender’s payment to the Canadian Agent for the account of the Canadian Swing Line Lender pursuant to clause (b) above shall be deemed payment in respect of such participation.

(f) If and to the extent that any Canadian Lender shall not have made the amount of its Pro Rata Share of such Canadian Swing Line Loan available to the Canadian Agent in accordance with the provisions of clause (d) above, such Canadian Lender agrees to pay to the Canadian Agent forthwith on demand such amount together with interest thereon, for each day from the date of the direction delivered or deemed delivered to the Canadian Agent until the date such amount is paid to the Canadian Agent, for the account of the Canadian Swing Line Lender, in accordance with prevailing banking industry practice for interbank compensation.

(g) Following the occurrence and during the continuance of an Event of Default, (i) the Canadian Swing Line Lender may at its option cancel the availability under the Canadian Swing Line and cause the transfer of the Commitment and Outstandings thereunder to the Tranche A Canadian Revolver, and (ii) the Canadian Agent shall allocate Outstandings thereunder among the Tranche A Canadian Lenders so that the total Outstandings under the Tranche A Canadian Revolver of each Tranche A Canadian Lender is in the same proportion as the Individual Commitment of each such Tranche A Canadian Lender bears to the total Commitments under the Tranche A Canadian Revolver. In order to implement the foregoing, if required, any Tranche A Canadian Lender from which excess Accommodations are outstanding (the “**Surplus Lender**”) shall sell to any Tranche A Canadian Lender from which deficit Accommodations are outstanding (the “**Deficit Lender**”), and the Deficit Lender shall purchase from the Surplus Lender, for cash, at par, without representation or warranty from or recourse to the Surplus Lender, an interest in such Accommodations outstanding from the Surplus Lender as results in the ratio of Accommodations outstanding from both Lenders being equal to the ratio of their Individual Commitments under the Tranche A Canadian Revolver. The intention of this clause (g) is that when any and all purchases and sales required hereby have been completed, the outstanding Accommodations under the Tranche A Canadian Revolver will be outstanding rateably from the Tranche A Canadian Lenders in the proportion that their respective Individual Commitments under the Tranche A Canadian Revolver bear to the total Commitments under the Tranche A Canadian Revolver. If necessary to implement the foregoing, the Tranche A Lenders shall also acquire participations in outstanding Letters of Credit. The Borrowers expressly consent to the foregoing arrangements among the Tranche A Canadian Lenders.

(h) Each Canadian Lender’s obligation to make Advances or to purchase and fund risk participations in a Canadian Swing Line Loan pursuant to this Section 3.6 shall be absolute and unconditional and shall not be affected by any circumstance, including (a) any set-off, counterclaim, recoupment, defense or other right which such Canadian Lender may have against the Canadian Swing Line Lender, a Loan Party or any other Person for any reason whatsoever, (b) the occurrence or continuance of a Default or Event of Default, or (c) any other occurrence, event or condition, whether or not similar to any of the foregoing. No funding of risk participations shall receive or otherwise impair the obligation of AGI to repay Canadian Swing Line Loans, together with interest as provided herein. Each Canadian Lender agrees to indemnify the Canadian Swing Line Lender (to the extent not reimbursed by AGI), rateably according to its Pro Rata Share under the Tranche A Canadian Revolver, whether before or after or during the continuance of a Default or Event of Default, from and against any and all Losses and Claims of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Canadian Swing Line Lender by reason of the Canadian Swing Line Lender making Canadian Swing Line Loans available or otherwise in any way relating to or arising out of the Canadian Swing Line Loans.

(i) Notwithstanding anything to the contrary in this Agreement:

(i) the Canadian Swing Line Lender shall be responsible for invoicing AGI for interest on the Canadian Swing Line Loans;

(ii) until each Canadian Lender funds its Advance or risk participation pursuant to this Section 3.6 to refinance such Lender's Pro Rata Share of any Canadian Swing Line Loan, interest in respect of such Pro Rata Share shall be solely for the account of the Canadian Swing Line Lender; and

(iii) AGI shall make all payments of principal and interest in respect of the Canadian Swing Line Loans directly to the Canadian Swing Line Lender.

3.7 U.S. Swing Line Loans

(a) At any time when it would be entitled to obtain Advances under the U.S. Revolver Facility, Westfield ND will have access to U.S. Prime Rate Advances under the U.S. Swing Line from the U.S. Swing Line Lender. Such U.S. Prime Rate Advances shall be made available by way of transfer from the U.S. Swing Line Lender to the applicable Borrower's U.S. Dollar Account on (i) same day notice, provided notice of the requested Swing Line Loan is received in writing by the U.S. Swing Line Lender prior to 10:00 a.m. on the requested advance date and the amount of the requested Swing Line Loan does not exceed U.S.$10,000,000, or (ii) otherwise, on written notice to the U.S. Swing Line Lender not later than 10:00 a.m. on the Business Day prior to the requested advance date. From time to time after Westfield ND has established a U.S. Dollar chequing account with the U.S. Swing Line Lender, Swing Line Loans will also be available to Westfield ND on an overdraft basis, up to an amount to be agreed from time to time by Westfield ND and the U.S. Swing Line Lender. The total of U.S. Prime Rate Advances under the U.S. Swing Line outstanding at any time shall not exceed the U.S. Swing Line Sub-limit. The making of a U.S. Swing Line Loan shall constitute an Advance and shall reduce the availability of the U.S. Swing Line Sub-limit and the U.S. Revolver Facility by the principal amount of such U.S. Swing Line Loan. The aggregate principal amount of all U.S. Swing Line

Loans plus all other Outstandings of such Lender under the U.S. Revolver Facility shall not exceed the U.S. Swing Line Lender's Individual Commitment. No U.S. Swing Line Loan shall be made by the U.S. Swing Line Lender if it has received notice that an Event of Default has occurred and is continuing.

(b) U.S. Swing Line Loans shall bear interest at a rate per annum equal at all times to the U.S. Prime Rate in effect from time to time plus the Applicable Margin, from and including the date the U.S. Swing Line Loan is made to but excluding the date such U.S. Swing Line Loan is repaid in full, calculated daily and payable in arrears on the 3rd Business Day of each month following the month for which such interest is payable and on the Final Maturity Date. All amounts owing to the U.S. Swing Line Lender hereunder shall be paid by Westfield ND by depositing the amount owing to the applicable account of the U.S. Swing Line Lender designated from time to time by the U.S. Swing Line Lender to AGI.

(c) If the U.S. Swing Line is fully drawn hereunder and/or the satisfaction of any withdrawal requests or advances under the U.S. Swing Line would cause the Outstandings under the U.S. Swing Line to exceed the U.S. Swing Line Sub-limit, the U.S. Swing Line Lender will not be obligated to make such overadvance.

(d) At any time and from time to time, (i) at the direction of Westfield ND (ii) when the Total Outstandings of all U.S. Swing Line Loans exceed (or would after the making of a U.S. Swing Line Loan exceed) the U.S. Swing Line Sub-limit, or (iii) at the direction of the U.S. Swing Line Lender in its sole discretion, the U.S. Agent shall give two (2) Business Days' notice to each U.S. Lender no later than 11:00 a.m. (New York time), to make, and each U.S. Lender hereby agrees to make, an Advance under the U.S. Revolver Facility which is a U.S. Prime Rate Advance in an amount equal to such U.S. Lender's Pro Rata Share under the U.S. Revolver Facility of the aggregate principal amount of the U.S. Swing Line Loans specified in the notice (provided that in no case will such U.S. Lender, be required to make any such Advances if, as a result, its Outstandings under the U.S. Revolver Facility would exceed its Individual Commitment thereunder). The aggregate amount of any such Advance shall be remitted by the U.S. Agent to the U.S. Swing Line Lender to be applied to repay the principal amount of such U.S. Swing Line Loans to the U.S. Swing Line Lender.

(e) If for any reason any U.S. Swing Line Loan cannot be refinanced by an Advance as contemplated by clause (d) above, the request of the U.S. Agent to obtain an Advance as set forth in clause (b) above shall be deemed to be a request by the U.S. Swing Line Lender that each of the U.S. Lenders fund its risk participation in the relevant U.S. Swing Line Loan and each U.S. Lender's payment to the U.S. Agent for the account of the U.S. Swing Line Lender pursuant to clause (b) above shall be deemed payment in respect of such participation.

(f) If and to the extent that any U.S. Lender shall not have made the amount of its Pro Rata Share of such U.S. Swing Line Loan available to the U.S. Agent in accordance with the provisions of clause (d) above, such U.S. Lender agrees to pay to the U.S. Agent forthwith on demand such amount together with interest thereon, for each day from the date of the direction delivered or deemed delivered to the U.S. Agent until the date such amount is paid to the U.S. Agent, for the account of the U.S. Swing Line Lender, in accordance with prevailing banking industry practice for interbank compensation.

(g) Following the occurrence and during the continuance of an Event of Default, (i) the U.S. Swing Line Lender may at its option cancel the availability under the U.S. Swing Line and cause the transfer of the Commitment and Outstandings thereunder to the U.S. Revolver Facility, and (ii) the U.S. Agent shall allocate Outstandings thereunder among the U.S. Lenders so that the total Outstandings under the U.S. Revolver Facility of each U.S. Lender is in the same proportion as the Individual Commitment of each such U.S. Lender bears to the total Commitments under the U.S. Revolver Facility. In order to implement the foregoing, if required, any U.S. Lender from which excess Accommodations are outstanding (the "**Surplus Lender**") shall sell to any U.S. Lender from which deficit Accommodations are outstanding (the "**Deficit Lender**"), and the Deficit Lender shall purchase from the Surplus Lender, for cash, at par, without representation or warranty from or recourse to the Surplus Lender, an interest in such Accommodations outstanding from the Surplus Lender as results in the ratio of Accommodations outstanding from both Lenders being equal to the ratio of their Individual Commitments under the U.S. Revolver Facility. The intention of this clause (g) is that when any and all purchases and sales required hereby have been completed, the outstanding Accommodations under the U.S. Revolver Facility will be outstanding rateably from the U.S. Lenders in the proportion that their respective Individual Commitments under the U.S. Revolver Facility bear to the total Commitments under the U.S. Revolver Facility. If necessary to implement the foregoing, the Lenders shall also acquire participations in outstanding Letters of Credit. The Borrowers expressly consent to the foregoing arrangements among the U.S. Lenders.

(h) Each U.S. Lender's obligation to make Advances or to purchase and fund risk participations in a U.S. Swing Line Loan pursuant to this Section 3.7, shall be absolute and unconditional and shall not be affected by any circumstance, including (a) any set-off, counterclaim, recoupment, defense or other right which such U.S. Lender may have against the U.S. Swing Line Lender, a Loan Party or any other Person for any reason whatsoever, (b) the occurrence or continuance of a Default or Event of Default, or (c) any other occurrence, event or condition, whether or not similar to any of the foregoing. No funding of risk participations shall receive or otherwise impair the obligation of Westfield ND to repay U.S. Swing Line Loans, together with interest as provided herein. Each U.S. Lender agrees to indemnify the U.S. Swing Line Lender (to the extent not reimbursed by Westfield ND), rateably according to its Pro Rata Share under the U.S. Revolver Facility, whether before or after or during the continuance of a Default or Event of Default, from and against any and all Losses and Claims of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the U.S. Swing Line Lender by reason of the U.S. Swing Line Lender making U.S. Swing

Line Loans available or otherwise in any way relating to or arising out of the U.S. Swing Line Loans.

(i) Notwithstanding anything to the contrary in this Agreement:

(i) the U.S. Swing Line Lender shall be responsible for invoicing Westfield ND for interest on the U.S. Swing Line Loans;

(ii) until each U.S. Lender funds its Advance or risk participation pursuant to this Section 3.7 to refinance such Lender's Pro Rata Share of any U.S. Swing Line Loan, interest in respect of such Pro Rata Share shall be solely for the account of the U.S. Swing Line Lender; and

(iii) Westfield ND shall make all payments of principal and interest in respect of the U.S. Swing Line Loans directly to the U.S. Swing Line Lender.

3.8 No Set-Off, Deduction, etc.

All payments (whether interest or otherwise) to be made by a Borrower or any other Loan Party to a Lender pursuant to this Agreement are to be made in freely transferable, immediately available funds and without set-off or deduction of any kind whatsoever (whether for deemed re-investment or otherwise) except to the extent required by applicable Law, and if any such set-off or deduction is so required and is made, such Borrower or other Loan Party will, as a separate and independent obligation to each Lender, be obligated to immediately pay to each Lender all such additional amounts as may be required to fully indemnify and save harmless such Lender from such set-off or deduction and will result in the effective receipt by such Lender of all the amounts otherwise payable to it in accordance with the terms of this Agreement. For greater certainty, a Borrower will not be required to make any payment under this Section 3.8 in duplication of any payment required to be made under Section 11.8 or to the extent expressly excluded in Section 11.8.

ARTICLE 4
[INTENTIONALLY DELETED]

4.1 [*Intentionally Deleted*]

ARTICLE 5
LETTERS OF CREDIT

5.1 Letter of Credit Sub-facility

(a) Each of Canadian Imperial Bank of Commerce and The Toronto-Dominion Bank agrees, on the terms and conditions of this Agreement, to issue Letters of Credit under Tranche A Canadian Revolver denominated in Canadian Dollars, U.S. Dollars, or Euros or other currencies in accordance with Section 5.9, and each of Canadian Imperial Bank of Commerce and The Toronto-Dominion Bank agrees, on the terms and conditions of this Agreement, to issue Letters of Credit under the U.S. Revolver Facility denominated in U.S. Dollars, in each case for the account of the applicable Borrower from time to time on any Business Day prior to the Final Maturity Date (each such Lender being herein called an "**Issuing Lender**"). Unless the Issuing Lender otherwise notifies the Borrower in writing prior to the issue thereof, all Letters of Credit shall be subject to the Uniform Customs and Practice for Documentary Credits promulgated by the International Chamber of Commerce, being publication No. 600, as amended, supplemented, modified, replaced or restated from time to time and to the International Standby Practices (ISP) promulgated by the International Chamber of Commerce, as amended, supplemented, modified, replaced or restated from time to time. The Borrowers shall not permit Letters of Credit to be issued by any Issuing Lender in an amount which would result in the aggregate amount of all the then issued and outstanding Letters of Credit (or the Equivalent Amount thereof in Canadian Dollars in the case of Letters of Credit issued in currencies other than Canadian Dollars) under the Credit Facilities exceeding the LC Sub-limit. In addition, the maximum amount of Letters of Credit issuable by The Toronto-Dominion Bank will be $20,000,000 (or the Equivalent Amount in Canadian Dollars for Letters of Credit denominated in currencies other than Canadian Dollars).

(b) The full Face Amount of each Letter of Credit issued hereunder shall be deemed to be an Advance under the Tranche A Canadian Revolver or U.S. Revolver Facility, as applicable, which Advance shall be retired upon the earlier of:

(i) the return of the Letter of Credit to the applicable Issuing Lender for cancellation;

(ii) the maturity date of the Letter of Credit; or

(iii) the deeming of the amount drawn on the Letter of Credit to be a Prime Rate Advance, U.S. Base Rate Advance or U.S. Prime Rate Advance, as applicable, under the Tranche A Canadian Revolver or U.S. Revolver Facility.

5.2 Procedure for Issue

(a) Each Issue shall be made on notice (an "**Issue Notice**") given by a Borrower to the applicable Issuing Lender and the applicable Agent, not later than 10:00 a.m. (local time at the place of Issue) at least three (3) Business Days prior to the Issue Date (as hereinafter defined), or such longer period as the Issuing Lender may in its discretion require in the case of Letters of Credit issued in currencies other than Canadian Dollars, U.S. Dollars or Euros. The Issue Notice (which may be made by telephone, and promptly confirmed in writing) shall specify: (i) the requested date of Issue (the "**Issue Date**"); (ii) the type of Letter of Credit; (iii) the aggregate Face Amount and currency of the Letter of Credit; (iv) the expiration date of the Letter of Credit (which shall comply with Section 5.3(a)(ii)); (v) the name and address of the Beneficiary; and (vi) the purpose of the Letter of Credit.

(b) Upon receipt of an Issue Notice, the applicable Issuing Lender shall deal with such Issue Notice in the manner specified in this Article 5.

(c) Each Borrower will, in connection with any Issue hereunder, execute and deliver the Issuing Lender's usual documentation relating to the issuance and administration of Letters of Credit. In the event of any inconsistency between the terms of such documentation and this Agreement, the terms of this Agreement will prevail.

5.3 Form of Letter of Credit

(a) Each Letter of Credit: (i) shall be dated the Issue Date; (ii) shall have an expiration date on a Business Day which occurs no later than one year after the Issue Date (provided that any Letter of Credit may provide for automatic renewal thereof for any stated period or periods of up to one year in duration in the absence of a timely notice of termination by the applicable Issuing Lender) and occurs prior to the Final Maturity Date; and (iii) shall comply with the definition of Letter of Credit.

(b) Prior to the date of Issue of a Letter of Credit, the applicable Borrower shall: (i) have executed and delivered the standard form documents required by the Issuing Lender in respect of such Letter of Credit; and (ii) specify a precise description of the documents and the verbatim text of any certificate to be presented by the Beneficiary which, if presented by the Beneficiary, would require the applicable Issuing Lender to make payment under the Letter of Credit. An Issuing Lender may require changes in any such documents or certificate.

5.4 Reimbursement of Amounts Drawn Under Letters of Credit

(a) The relevant Borrower shall reimburse the applicable Issuing Lender for, and there shall become due and payable at 11:00 a.m. (local time at the place of Issue) on the date specified by a Beneficiary as a drawing date under a Letter of Credit, an amount in same day funds equal to the amount to be drawn by such Beneficiary under such Letter of Credit in the currency in which such Letter of Credit is payable. The applicable Borrower shall make such reimbursement payment by paying the amount of such payment to the applicable Issuing Lender's account as specified to the Borrowers from time to time by such Issuing Lender.

(b) If an Issuing Lender makes any payment under a Letter of Credit issued at the request of AGI under the Tranche A Canadian Revolver and AGI shall not have reimbursed the Issuing Lender for such amount pursuant to Section 5.4(a): (i) such Issuing Lender may at any time thereafter notify the Canadian Agent of such failure and such notification shall be deemed to have been a Borrowing Notice given by AGI to the Canadian Agent to make a Prime Rate Advance (in the case of Letters of Credit issued in any currency other than U.S. Dollars) or U.S. Base Rate Advance (in the case of Letters of Credit issued in U.S. Dollars), as applicable, under the Tranche A Canadian Revolver on the date of such request in an amount equal to the amount of such drawing; and (ii) each of the Canadian Lenders shall, on the date of such drawing, make its Pro Rata Share of such Advance under the Tranche A Canadian Revolver and the proceeds thereof shall be applied by the Canadian Agent to the reimbursement of such Issuing Lender for the amount of such drawing.

(c) If an Issuing Lender makes any payment under a Letter of Credit issued at the request of Westfield ND and Westfield ND shall not have reimbursed such Issuing Lender for such amount pursuant to Section 5.4(a): (i) such Issuing Lender may at any time thereafter notify the U.S. Agent of such failure and such notification shall be deemed to have been a Borrowing Notice given by Westfield ND to the U.S. Agent to make a U.S. Prime Rate Advance on the date of such request in an amount equal to the amount of such drawing; and (ii) each of the U.S. Lenders shall, on the date of such drawing, make its Pro Rata Share of such Advance under the U.S. Revolver Facility and the proceeds thereof shall be applied by the U.S. Agent to the reimbursement of such Issuing Lender for the amount of such drawing.

(d) Each Lender shall be required to make the Advances referred to in this Section 5.4 notwithstanding (i) the amount of the Advance may not comply with the minimum amount required for Advances hereunder; (ii) whether any conditions specified in Article 6 are then satisfied; (iii) whether a Default or Event of Default has occurred and is continuing; (iv) the date of such Advance; and (v) whether the Commitment under Tranche A Canadian Revolver or the U.S. Revolver Facility, as applicable, has been, or, after the making of such Advance, will be, exceeded.

(e) Each applicable Lender shall immediately on demand indemnify an Issuing Lender to the extent of such Lender's Pro Rata Share of any amounts paid or liability incurred by such Issuing Lender under each Letter of Credit to the extent that a Borrower does not fully reimburse such Issuing Lender therefor.

5.5 Fees

The applicable Borrower shall pay to the applicable Agent: (i) for the account of the Issuing Lender, a fee equal to [redacted] basis points per annum multiplied by the aggregate Face Amount of each Letter of Credit issued by such Issuing Lender hereunder in payment of, *inter alia*, its administrative charges for issuing and administering the Letter of Credit, payable in arrears on the third (3rd) Business Day of each Financial Quarter; and (ii) for the account of each Lender under the applicable Credit Facility, a Letter of Credit Fee for the period during which each Letter of Credit is outstanding, payable in arrears on the third (3rd) Business Day of each Financial Quarter. Such fees shall (subject to Section 5.9) be payable in the currency in which such Letter of Credit is payable, and shall be calculated on the basis of the Face Amount of such Letter of Credit and calculated daily on the basis of a term to maturity of such Letter of Credit and a year of three hundred and sixty five (365) days, as applicable. The Borrower hereby acknowledges and agrees that any fees paid with respect to any Letter of Credit shall not be refunded or rebated in whole or in part, whether or not any amount is drawn under any Letter of Credit and whether or not such Letter of Credit continues to be outstanding for its stated term. The Borrower will also pay the standard fees and charges of the Issuing Lender in effect from time to time for issuing, renewing and cancelling Letter of Credit (all such fees to be non-refundable).

5.6 Risk of Letters of Credit

(a) In determining whether to pay under a Letter of Credit, an Issuing 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.

(b) The obligation of the applicable Borrower to reimburse an Issuing Lender for amounts paid by it under any Letter of Credit shall be unconditional and irrevocable and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including:

(i) any lack of validity or enforceability of any Letter of Credit;

(ii) the existence of any claim, set-off, defence or other right which the applicable Borrower may have at any time against a Beneficiary or any transferee of any Letter of Credit (or any Persons for whom any such Beneficiary or transferee may be acting), any Agent, any Lender, or any other Person, whether in connection with the Loan Documents, the transactions contemplated therein or any other transaction (including any underlying transaction between such Borrower and the Beneficiary under such Letter of Credit);

(iii) any draft, demand, certificate or any other document presented under the Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect;

(iv) any other circumstance or happening whatsoever, which is similar to any of the foregoing; or

(v) the fact that a Default or an Event of Default shall have occurred and be continuing.

As between the Borrowers, the Canadian Agent, the U.S. Agent, and the Lenders, the applicable Borrower assumes all risks of the acts and omissions of, or misuse of any Letter of Credit by the Beneficiary of such Letter of Credit. None of the Lenders shall have any responsibility for: (i) the form, validity, accuracy, genuineness or legal effect of any document submitted by any Person in connection with the application for and issuance of any Letter of Credit, even if it should in fact prove to be in any or all respects invalid, inaccurate, fraudulent or forged; (ii) the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign 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 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 Letter of Credit or of the proceeds thereof; (vi) the misapplication by the Beneficiary of any Letter of Credit or the proceeds of any drawing under any Letter of Credit; and (vii) any consequences arising from causes beyond the control of any Issuing Lender, including any act or omission of any Governmental Entity. None of clauses (i) through (vii) of this Section shall affect, impair, or prevent the vesting of the Lenders' rights or powers hereunder. Any action taken or omitted by a Lender under or in connection with any Letter of Credit or the related certificates, including any action contemplated by this Section 5.6(b), if taken or omitted in good faith, shall not put a Lender under any resulting liability to either Borrower provided that the Lender acts without gross negligence or wilful misconduct.

5.7 Repayments

(a) If a Borrower shall be required to repay the Accommodations under the Credit Facilities pursuant to Section 2.5, 2.6 or 10.1, then such Borrower shall pay to the Issuing Lenders, to the extent required pursuant thereto and in the amount provided therein, each Issuing Lender's contingent liability (as determined by each Issuing Lender) in respect of the Letters of Credit outstanding that have been issued on account of such Borrower hereunder. Such Borrower shall also pay, to the extent required pursuant thereto and in the amount provided therein, each Issuing Lender's contingent liability (as determined by each Issuing Lender) in respect of any Letter of Credit that has been issued on account of the Borrower which is the subject matter of any order, judgment, injunction or other such determination (a "**Judicial Order**") restricting payment by such Issuing Lender under and in accordance with such Letter of Credit or extending such Issuing Lender's liability under such Letter of Credit beyond the expiration date stated therein. Payment in respect of each such Letter of Credit shall be due in the currency in which such Letter of Credit is stated to be payable.

(b) The applicable Issuing Lender shall with respect to each Letter of Credit, upon the later of:

(i) the date on which any final and non-appealable order, judgment or other such determination has been rendered or issued either terminating the applicable Judicial Order or permanently enjoining the applicable Issuing Lender from paying under such Letter of Credit; and

(ii) the earlier of: (A) the date on which either (1) the original counterpart of such Letter of Credit is returned to such Issuing Lender for cancellation, or (2) such Issuing Lender is released by the Beneficiary from any further obligations in respect thereof; and (B) the expiry (to the extent permitted by any applicable Law) of such Letter of Credit;

pay to the relevant Borrower an amount in the applicable currency of the Letter of Credit equal to the difference between (i) the amount paid to the applicable Issuing Lender pursuant to

Section 5.7(a) and (ii) the amounts paid by such Issuing Lender under such Letter of Credit and its reasonable costs and expenses in connection with the Letter of Credit.

5.8 Indemnification

Without limiting any obligation of a Borrower in respect of a Letter of Credit, whether or not an Event of Default shall have occurred, the Borrowers shall keep the Agents and the Lenders (including the Issuing Lenders) indemnified and held harmless from and against all suits (whether founded or unfounded), actions, proceedings, judgments, costs, claims, demands, losses, liabilities, damages and reasonable expenses (including all reasonable legal fees) in any way relating to, arising out of, or incidental to a Letter of Credit issued hereunder.

5.9 Letters of Credit in Other Currencies

Notwithstanding any other provision of this Agreement, AGI may also request Accommodations under the Tranche A Canadian Revolver by way of the issuance of Letters of Credit by the Issuing Lenders in Euros or other currencies other than Canadian Dollars or U.S. Dollars (Euros and such other currencies being referred to in this Section as "**Other Currencies**"), provided that availability of Letters of Credit in all Other Currencies, other than Euros, is subject to the sole discretion of the applicable Issuing Lender. For the purposes of determining the Face Amount of any Letter of Credit that is issued in Other Currencies (including for the purposes of Section 5.1, Section 5.4(b), for the purposes of determining the Letter of Credit Fee in accordance with Section 5.5, and for purposes of calculating any other amounts payable by AGI in Canadian Dollars in respect of such Letter of Credit hereunder), the Face Amount of such Letter of Credit on any day shall be deemed to be the Equivalent Amount in Canadian Dollars on such day. Fees payable in respect of any such Letters of Credit shall be paid in Canadian Dollars, on such day based on the Equivalent Amount thereof on the date of payment. The provisions of this Article 5 will otherwise be applicable to Letters of Credit issued in Other Currencies *mutatis mutandis*.

ARTICLE 6
CONDITIONS OF LENDING

6.1 Conditions Precedent to Initial Accommodation

The obligation of the Lenders to make the initial Accommodations under the Original Credit Agreement was subject to the following conditions, which conditions were for the exclusive benefit of the Canadian Agent, the U.S. Agent and the Lenders, and which conditions were fulfilled:

(a) Deliveries. The Agents shall have received, on behalf of the Agents and the Lenders, at or prior to the time of the making of any Accommodations on the Original Closing Date, the following, each dated as of a date satisfactory to the Agents and the Lenders and in form and substance satisfactory to the Agents, the Lenders and their counsel, acting reasonably:

(i) certified or notarial copies of: (A) the constating documents and the by-laws of the Borrower and each of the Guarantors, the resolutions of the board of directors or trustees, or any duly authorized committee thereof, of the Borrower and each of the Guarantors approving the entering into of the Original Credit Agreement and each other Loan Document to which it is a party and the completion of all transactions contemplated hereunder and thereunder; and (B) all other instruments evidencing necessary corporate or other authorizing action of the Borrower and each of the Guarantors with respect to such matters;

(ii) certificates of an officer of the Borrowers and each of the Guarantors, certifying the names and true signatures of their respective signatories authorized to sign the Original Credit Agreement and the other Loan Documents to which such entity is a party;

(iii) a certificate of status, compliance, good standing or like certificate with respect to the Borrower and each of the Guarantors issued by appropriate government officials of the jurisdiction of its incorporation or establishment;

(iv) fully executed copies of the Original Credit Agreement, the intercreditor agreement in respect of the Notes, the Subordination Confirmation Agreements, and such other Loan Documents as are required by the Agents and the Lenders to consummate the transactions contemplated hereby;

(v) the Security Documents creating first charge security on all assets of each of the Loan Parties securing the Secured Obligations, and title insurance with respect to Owned Real Estate and Leasehold Real Estate being specifically charged, subject to and in accordance with Section 8.1(p);

(vi) evidence of the registration and perfection of the Security Documents in all offices where such registration, filing or recording is necessary or desirable, in the reasonable determination of the Agents, to protect any rights or remedies of the Collateral Agent, the Agents and the Lenders thereunder;

(vii) copies of certificates indicating whether all or any portion of the Mortgaged U.S. Property is a Flood Hazard Property;

(viii) legal opinions of counsel to the Borrowers and each of the Guarantors confirming the due authorization, execution, validity and enforceability of the Original Credit Agreement and the other Loan Documents to which the Borrowers and the Guarantors are a party, the validity and registration of the Security Documents, non-contravention of the Material Debt Agreements, and such other matters as counsel to the Agents and the Lenders may require;

(ix) the Agents will have received certificates of insurance acceptable to the Agents showing the Collateral Agent, where applicable, as a loss payee as its interest may appear, and as a named insured, and endorsed with a standard mortgage clause (as applicable) on all insurance policies that insure the Collateral;

(x) all customary searches reasonably requested by the Lenders' counsel in respect of the Loan Parties have been completed, and all releases, discharges or written authorizations to discharge from any applicable Lien holder in form acceptable to the Agents (and in registrable form where appropriate), postponements (in registrable form where appropriate), acknowledgements or estoppel certificates, as reasonably required by the Agents, with respect to all registered Liens (excluding Permitted Liens) shall have been delivered to the Agents;

(xi) all consents, waivers and approvals required from Governmental Entities and third parties in connection with the Loan Documents including consent of the holders of Notes to the terms of the Original Credit Agreement and the other Loan Documents;

(xii) a copy of each Material Agreement then in effect;

(xiii) a Compliance Certificate, in form and substance satisfactory to the Agents: (a) demonstrating compliance with the financial covenants contained in the Original Credit Agreement as at the Financial Quarter ending June 30, 2018, on a *pro forma* basis; and (b) confirming the matters addressed in Section 6.3(c) and (d);

(xiv) a five (5) year Business Plan;

(xv) the Agents shall have received a payout and release letter in connection with the "Existing Credit Agreement" (as that term was defined in the Original Credit Agreement); all obligations owing to the Lenders thereunder (other than specified Existing Letters of Credit, outstanding bankers' acceptances and LIBOR loans which continued under such Original Credit Agreement) shall be repaid in full concurrently with the initial Accommodations; and all agreements in respect thereof shall have been terminated and all Liens securing such obligations shall have been discharged in a manner acceptable to the Agents and their counsel;

(xvi) the fee letter dated November 14, 2018 fully executed by the Borrowers and payment of the fees specified therein due as of the Original Closing Date;

(xvii) all other fees and expenses which are due on or before the Original Closing Date and which have been previously agreed in writing between the Borrowers and the Agents and/or one or more Lenders; and

(xviii) such other certificates and documentation as the Canadian Agent, the U.S. Agent and the Lenders may reasonably request to give effect to the Original Agreement.

(b) Proceedings. All proceedings to be taken in connection with the transactions contemplated by: (i) the Original Agreement; and (ii) any other Loan Document shall be satisfactory in form and substance to the Agents and the Lenders and the Agents and the Lenders shall have received copies of all such instruments and other evidence as they may reasonably request in order to establish the consummation of such transactions and the taking of all proceedings in connection therewith.

(c) No Material Adverse Effect. The Agents shall have received evidence satisfactory to the Agents and the Lenders that no event, condition or circumstance has arisen which has had a Material Adverse Effect since December 31, 2017.

(d) KYC. The Lenders shall have received all information necessary in order for the Lenders to comply with legal and internal requirements in respect of anti-money laundering legislation, proceeds of crime legislation, and "know your customer" requirements; and

(e) Other Conditions. The conditions set forth in Section 6.3 shall have been fulfilled or performed.

6.2 Conditions to Effectiveness of this Agreement

The effectiveness of this Agreement is subject to the following conditions, which conditions are for the exclusive benefit of the Canadian Agent, the U.S. Agent and the Lenders and can be waived in whole or in part by the Agents at the direction of the Majority Lenders in their sole discretion:

(a) Deliveries. The Agents shall have received, on behalf of the Agents and the Lenders, the following, each dated as of a date satisfactory to the Agents and the Lenders and in form and substance satisfactory to the Agents, the Lenders and their counsel, acting reasonably:

(i) certified or notarial copies of: (A) the constating documents and the by-laws of the Borrowers and each of the Guarantors, the resolutions of the board of directors or trustees, or any duly authorized committee thereof, of the Borrowers and each of the Guarantors approving the entering into of this Agreement and each other Loan Document to which it is a party being entered into by it and the completion of all transactions contemplated hereunder and thereunder; and (B) all other instruments evidencing necessary corporate or other authorizing action of the Borrowers and each of the Guarantors with respect to such matters;

(ii) certificates of an officer of the Borrowers and each of the Guarantors, certifying the names and true signatures of their respective signatories authorized to sign this Agreement and the other Loan Documents to which such entity is a party being entered into by it;

(iii) a certificate of status, compliance, good standing or like certificate with respect to the Borrowers and each of the Guarantors issued by appropriate government officials of the jurisdiction of its incorporation or establishment;

(iv) fully executed copies of this Agreement and a confirmation of guarantee and security by each Loan Party party to the Loan Documents prior to the Restatement Date;

(v) except as contemplated by Section 8.1(x) and to the extent not previously delivered, delivery of Security Documents and/or amendments to existing Security Documents, in each case, creating first charge security on all assets of each of the Loan Parties securing the Secured Obligations, together with customary title insurance policies (or updates to existing title insurance policies, if applicable), subject to and in accordance with Section 8.1(p);

(vi) to the extent not previously registered or perfected, evidence of the registration and perfection of the Security Documents in all offices where such registration, filing or recording is necessary or desirable, in the reasonable determination of the Agents, to protect any rights or remedies of the Collateral Agent, the Agents and the Lenders thereunder;

(vii) legal opinions of counsel to each of the Borrowers and Guarantors in Alberta, Ontario and North Dakota confirming the due authorization, execution, validity and enforceability of this Agreement and the other Loan Documents to which the Borrowers and such Guarantors are a party, the validity and registration of the Security Documents and such other matters as counsel to the Agents and the Lenders may require;

(viii) payment of all other fees and expenses which are due on or before the Restatement Date and which have been previously agreed in writing between the Borrowers and the Agents and/or one or more Lenders;

(ix) a certificate of an officer of the Borrowers confirming the items in clauses 6.3(c), (d) and (f) below; and

(x) such other certificates and documentation as the Canadian Agent, the U.S. Agent and the Lenders may reasonably request to give effect to this Agreement.

(b) Proceedings. All proceedings to be taken in connection with the transactions contemplated by: (i) this Agreement; and (ii) any other Loan Document shall be satisfactory in form and substance to the Agents and the Lenders and the Agents and the Lenders shall have received copies of all such instruments and other evidence as they may reasonably request in order to establish the consummation of such transactions and the taking of all proceedings in connection therewith.

(c) No Material Adverse Effect. The Agents shall have received evidence satisfactory to the Agents and the Lenders that no event, condition or circumstance has arisen which has had a Material Adverse Effect since December 31, 2023.

(d) Truth of Representations and Warranties. The representations and warranties of each of the Loan Parties contained in this Agreement or in any other Loan Document shall be true and correct as of the date of this Agreement with the same force and effect as if such representations and warranties had been made on and as of such date.

(e) KYC. The Lenders shall have received all information necessary in order for the Lenders to comply with legal and internal requirements in respect of anti-money laundering legislation, proceeds of crime legislation, and "know your customer" requirements; and

(f) No Default or Event of Default. No Default or Event of Default shall have occurred and be continuing.

6.3 Conditions of All Accommodations

At any time, the obligation of the Lenders or any of them to make an Accommodation and the right of the Borrower to deliver an Accommodation Notice shall be subject to the following conditions being satisfied on the date of such Accommodation, and after giving effect thereto and to the application of proceeds therefrom, which conditions are for the exclusive benefit of the Agents and the Lenders and may be waived in whole or in part by the Agents (at the direction of the Majority Lenders), in their sole discretion:

(a) Facility Limits. The Total Outstandings under each of the Credit Facilities and any Tranche thereof shall not exceed the Commitments in respect thereof.

(b) Available Accommodation. The Accommodation requested shall be an available Accommodation for that Borrower.

(c) Truth of Representations and Warranties. The representations and warranties of each of the Loan Parties contained in this Agreement or in any other Loan Document shall be true and correct as of the date on which such Accommodation is made with the same force and effect as if such representations and warranties had been made on and as of such date.

(d) No Default or Event of Default. No Default or Event of Default shall have occurred and be continuing.

(e) Accommodation Notice. Except in the case of a Swing Line Loan, the applicable Agent shall have received an Accommodation Notice in accordance with this Agreement.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties

To induce each of the Lenders to make Accommodations available hereunder, each of the Borrowers represents and warrants to the Canadian Agent, the U.S. Agent and the Lenders that each of the following representations and warranties is true and correct:

(a) Status and Power. Each of the Loan Parties is duly incorporated, organized or formed and validly subsisting under the laws of its jurisdiction of incorporation, organization or formation and has full corporate, partnership or other constitutional power and capacity to own its Property and to carry on its part of the Business. Each of the Loan Parties has obtained and holds all Material Permits required to carry on its part of the Business and is not in default with respect to any such Material Permits. Each of the Loan Parties is duly qualified, licenced or registered to carry on business in the jurisdictions in which the nature of its Property or the Business carried on by it make such qualification necessary, except where failure to be so qualified, licenced, or registered could not reasonably be expected to have a Material Adverse Effect.

(b) Authorization. Each of the Loan Parties has full power and capacity and full legal right to enter into and perform its obligations under each of the Loan Documents to which it is or will be a party and, in the case of the Borrowers, to obtain Accommodations hereunder, and each of the Loan Parties has or will have by the Restatement Date taken all action necessary to be taken by it to authorize such acts.

(c) Enforceability of Agreement. This Agreement and each of the other Loan Documents constitutes legal, valid and binding obligations of each Loan Party which is a party thereto enforceable against it in accordance with its respective terms, subject only to any limitation under applicable Laws relating to: (i) bankruptcy, insolvency, reorganization, moratorium or creditors' rights generally; and (ii) the discretion that a court may exercise in the granting of equitable remedies.

(d) Government and Third Party Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Entity or other Person (other than those that have been, or as of the Restatement Date will be, duly obtained or made and are disclosed in Schedule 7.1(d) and which are, or as of the Restatement Date will be, in full force and effect) is required for the due execution, delivery or performance by any Loan Party of any Loan Document to which it is a party.

(e) U.S. Regulatory Matters. None of the Loan Parties is an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended. None of the Loan Parties is engaged in the business of extending credit for the purpose of purchasing or carrying margin stock, and no proceeds of the Advances will be used to purchase or carry margin stock or otherwise for a purpose which violates, or would be inconsistent with, Federal Reserve System Board Regulation U, Regulation X or Regulation T. Terms for which meanings are provided in Federal Reserve System Board Regulation U, Regulation X or Regulation T or any regulations substituted therefore, as from time to time in effect, are used in this Section with such meanings.

(f) Litigation. Except as disclosed in Schedule 7.1(f) (as updated from time to time in accordance with Section 8.1(a)(v)), there is no material action, suit or proceeding which has been commenced, or to the knowledge of any Loan Party, is pending or threatened, against any Loan Party before or by any Governmental Entity, in Canada, the United States, Brazil, or elsewhere, or before any court, arbitrator or board. No Loan Party is in default with respect to any material judgment, order, writ, injunction, decree, award or other Notice of any court, arbitrator, board or other Governmental Entity, in Canada, the United States, Brazil, or elsewhere, nor is there any judgment, order, writ, injunction, decree, or award or Notice which would prevent any Loan Party from performing its obligations under this Agreement or any other Loan Document to which it is a party. For the purposes of this Section a "material" action, suit or proceeding is an action, suit or proceeding involving a Loan Party (i) where the claim in question is in excess of the greater of (A) $15,000,000 and (B) 5.0% of Shareholders Equity, or (ii) which, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

(g) Compliance with Law and Other Instruments. The entering into and compliance by the Loan Parties with the terms, conditions and provisions of this Agreement and any of the other Loan Documents will not: (i) conflict with, or result in a breach of, or constitute a default under (A) any of the terms, conditions or provisions of the certificate of incorporation, partnership agreement, other constating documents or by-laws of any Loan Party, (B) any Material Agreement to which any Loan Party is a party or any Material Permit by which it is bound, or (C) any applicable Law; or (ii) result in or require the creation or imposition of any Lien on any Property of any Loan Party (except as permitted by this Agreement).

(h) Full Disclosure. None of: (i) this Agreement; (ii) any of the other Loan Documents; or (iii) any certificate or statement in writing supplied by or on behalf of any Loan Party by any of the directors, officers, administrators, trustees, agents or employees of any Loan Party in connection with the transactions contemplated hereby or by any of the other Loan Documents, contains any untrue statement of a material fact, or omits any statement of a material fact necessary in order to make the statements contained herein or therein not misleading. All expressions of expectation, intention, belief and opinion by the Loan Parties contained therein or in the other Loan Documents were honestly made on reasonable grounds after due and careful inquiry by it at the time made (and, to its knowledge, by any other Person who furnished such material on their behalf).

(i) Restrictive Documents. None of the Loan Parties is subject to, or a party to, any restriction in its constating documents or by-laws, any Notice, any Law, any Claim, any contract or instrument, or any other restriction of any kind or character which would prevent the consummation of the transactions contemplated by this Agreement or any other Loan Document or compliance by any Loan Party with the terms, conditions and provisions hereof or thereof or the continued operation of the Business after the date hereof on substantially the same basis as operated to the date hereof.

(j) Corporate Structure. The only Subsidiaries of AGI (and the jurisdictions in which such Subsidiaries are incorporated or formed, the issued and outstanding Capital Stock of each Loan Party, the percentage of shares of each class of its Capital Stock owned by AGI or another Subsidiary and the complete and accurate name (including any French and English forms of name) thereof are listed in Schedule 7.1(j) (as updated from time to time in accordance with Section 8.1(a)(v)). Each Subsidiary that is an Unencumbered Subsidiary is designated as such on Schedule 7.1(j) (as updated from time to time in accordance with Section 8.1(a)(v)). Each Person that is not a Subsidiary in which a Loan Party has an Investment is disclosed in Schedule 7.1(j) (as updated from time to time in accordance with Section 8.1(a)(v)). Except as disclosed in Schedule 7.1(j) (as updated from time to time in accordance with Section 8.1(a)(v)), no Person, other than a Loan Party, has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase of any Capital Stock of any of the Loan Parties (other than the Capital Stock of AGI).

(k) Locations of Collateral. The address of each location at which any Loan Party carries on business, the address of each location of its books and records and of records relating to its accounts receivable and the address at which any material Collateral (other than inventory in transit) is located is set out in Schedule 7.1(k) (as updated from time to time in accordance with Section 8.1(a)(v)). Except as disclosed in Schedule 7.1(k), each such location is owned or leased by a Loan Party.

(l) Title to Property. Each Loan Party is the sole beneficial owner of, and has a good and valid title to, all of its Property, free and clear of all Liens except Permitted Liens, and each of the Loan Parties has full right to mortgage, pledge, charge and assign to the Agent on behalf of the Lenders the property mortgaged, pledged, charged or assigned to the Agent on behalf of the Lenders pursuant to the Security Documents as contemplated herein.

(m) Intellectual Property. All Intellectual Property required to carry on the Business is owned by a Loan Party or held under valid licence or agreement by a Loan Party and no Loan Party has received any notice of any Claim of infringement or similar

Claim or proceeding relating to any of such Intellectual Property which could reasonably be expected to have a Material Adverse Effect. All registered Intellectual Property of the Loan Parties is disclosed in Schedule 7.1(m) (as updated from time to time in accordance with Section 8.1(a)(v)). All Intellectual Property used by the Loan Parties is used in compliance with all material terms and conditions under which such Persons are permitted to use such Intellectual Property, and none of the rights to use such Intellectual Property, which failure to have the right to use would have, individually or in the aggregate a Material Adverse Effect, is, to the knowledge of such Persons, threatened to be terminated other than upon expiry of the licence or other agreement under which the Intellectual Property is used.

(n) Leasehold Real Estate. Schedule 7.1(n), as updated from time to time in accordance with Section 8.1(a)(v), contains a complete and accurate list of all leases relating to Leasehold Real Estate, other than leases of office space and leases providing for annual lease payments of less than $5,000,000 (in which is specified the parties, the date of execution and expiry date, any options to renew, the locations of the lands and premises demised therein and the use to which such lands and premises are put) and any amendments or additions thereto to which any Loan Party is a party, by which it is bound, or in respect of which it is entitled to benefit. Such leases are in full force and effect, the relevant Loan Party is not in default in payment of rent or in the performance of any other material obligations thereunder and, to the knowledge of the Borrowers, the landlords under such leases are not in breach in any material respect of their obligations thereunder.

(o) Owned Real Estate. Schedule 7.1(o) (as updated from time to time in accordance with Section 8.1(a)(v)) contains a complete and accurate list of all Owned Real Estate (in which is specified the legal description and the commonly known address thereof, the use to which such Owned Real Estate is put, a description of any buildings or structures situate thereon and the registered and beneficial owner thereof) having a value in excess of $7,500,000.

(p) Insurance Policies. The Property of the Loan Parties, including the Collateral, is insured against loss or damage to the extent, and in the manner, described in Section 8.1(j). All material insurance policies are in full force and effect, all premiums with respect thereto have been paid in accordance with their respective terms. No Loan Party maintains any formalized self-insurance program with respect to its Property or operations or material risks with respect thereto. The certificate of insurance delivered to the Agents pursuant to Section 6.2(a)(xiv) contains an accurate and complete description of all material policies of insurance owned or held by the Loan Parties and such insurance complies in all material respects with the requirements of Section 8.1(j). The proceeds of such policies (in respect of Property coverage) are payable to the Collateral Agent on behalf of the Secured Parties, as its interest may appear.

(q) No Material Adverse Effect. Since the date of the most recent audited financial statements of AGI delivered to the Lenders, no event, condition or circumstance has arisen or is likely to arise which would have a Material Adverse Effect.

(r) Compliance with Laws. Each of the Loan Parties is in compliance with all applicable Laws except to the extent that failure to so comply would not have and would not reasonably be expected to have a Material Adverse Effect.

(s) Environmental Disclosure.

Except as disclosed in Schedule 7.1(s) (as updated from time to time in accordance with Section 8.1(a)(v)):

(i) *Compliance with Environmental Laws*. The Business has been and is now being operated, and the Leasehold Real Estate and the Owned Real Estate and any of the property currently or formerly owned or leased by or under the charge, management or control of the Loan Parties (the "**Affected Properties**") have been and are now being owned, operated and/or managed by the Loan Parties and their respective predecessors in material compliance with all Environmental Laws.

(ii) *Environmental Permits*. Each Loan Party holds, and is conducting the Business in material compliance with, all Environmental Permits which are required for the operation of the Business. All Environmental Permits required for the operation of the Business are valid and in full force and effect, no material violations thereof have been experienced, noted or recorded and no proceeding is pending or, to the knowledge of the Loan Parties, threatened which could reasonably be expected to result in any limitations, conditions, suspension, revocation or termination of any such Environmental Permits.

(iii) *Dealing with Substances*. None of the Loan Parties nor, to the knowledge of the Loan Parties, their respective predecessors has: (1) used any of the Affected Properties or permitted them to be used to generate, manufacture, refine, treat, transport, store, handle, recycle, dispose of, deposit, transfer, produce or process Hazardous Materials, except in compliance in all material respects with all Environmental Laws; or (2) disposed of, treated, transported and stored any waste or other material Substance, except in compliance in all material respects with all Environmental Laws.

(iv) *Environmental Liabilities*. None of the Loan Parties has incurred or is incurring any material liability pursuant to any Environmental Law, including any material Environmental Liabilities and Costs and, to the knowledge of the Loan Parties, there is no past or present fact, condition or circumstance relating to the Business or the Affected Properties that could reasonably be expected to result in any material liability under any Environmental Laws. None of the Loan Parties nor any of their respective predecessors has received an Environmental Notice pursuant to, or raising concerns in respect of, any material liability pursuant to any Environmental Laws and, to the knowledge of the Loan Parties, there are no reasonable grounds which would give rise to the issuance of any Environmental Notice concerning material liability pursuant to any Environmental Law.

(v) *Policies*. AGI has an environmental management policy in place and, to the knowledge of the Loan Parties, all officers, employees and agents of the Loan Parties are complying with such policy in all material respects in relation to the Business.

(vi) *Remedial Action*. No Remedial Action is currently being taken by the Loan Parties and no Environmental Notice has been received by the Loan Parties, nor to the knowledge of the Loan Parties are there any grounds which would give rise to notice to a Loan Party that any Remedial Action is required to be taken as a condition of continued compliance with any Environmental Permits or Environmental Laws.

(vii) *Site Designated for Clean-Up*. None of the Affected Properties is listed or proposed for listing on any list maintained by any Governmental Entity of sites identified for investigation or clean-up pursuant to any Environmental Law, and none of the Loan Parties has transported or arranged for the transportation of any Hazardous Material to, or generated or disposed of any Hazardous Material present at, any location which is on such a list or which is the subject of a federal, provincial, state or local enforcement action or other investigation which may reasonably be expected to lead to material Environmental Liabilities and Costs to the Loan Parties.

Notwithstanding anything contained in this Section 7.1(s), the representations contained in Section 7.1(s), to the extent they relate solely to operation, ownership or management of the Owned Real Estate or the Leasehold Real Estate by any arm's length predecessor, are made to the knowledge of the Loan Parties.

(t) Material Agreements. Schedule 7.1(t) (as updated from time to time in accordance with Section 8.1(a)(v)) contains a complete and accurate list of all Material Agreements (in which is specified the parties, the date of execution and expiry date and any options to renew) and any amendments or additions thereto. Each Material Agreement is in full force and effect, unamended except as disclosed in Schedule 7.1(t). No Loan Party has violated or breached any of the terms or conditions of any Material Agreements in a manner that would entitle the counterparty thereto to terminate or accelerate the obligations owing under such Material Agreement and, to the knowledge of the Loan Parties, all the covenants to be performed by any other party thereto have in all material respects been fully performed.

(u) Books and Records. All books and records of each of the Loan Parties have been fully, properly and accurately kept and completed in accordance with IFRS and there are no material inaccuracies or discrepancies of any kind contained or reflected therein.

(v) Taxes. Each of the Loan Parties has (i) in a timely manner filed all material tax returns, elections, filings and reports with respect to Taxes required by Law to be filed by it; and (ii) except for any Taxes which are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with IFRS shall have been set aside on its books, paid, or provided for in its financial statements, all Taxes which are due and payable, and paid all assessments and reassessments and all other Taxes, governmental charges penalties, interest and fines due and payable by it. There is no material action, suit, proceeding, investigation, audit or claim pending, or to its knowledge, threatened by any Governmental Entity regarding any Taxes, nor has it or any other Loan Party agreed to waive or extend any statute of limitations with respect to the payment or collection of material Taxes.

(w) Pension Plans.

(i) No Loan Party sponsors, maintains, contributes to or is required to contribute to a Pension Plan which contains a "defined benefit provision" as defined in Section 147.1(1) of the *Income Tax Act* (Canada) or otherwise constitutes a defined benefit plan (or equivalent thereof) under the Laws of any jurisdiction other than the United States (a "**Defined Benefit Plan**") other than as disclosed in Schedule 7.1(w);

(ii) Each Pension Plan is in good standing and is fully funded and the applicable Loan Party is in compliance in all material respects with such plan and all applicable pension benefits and tax laws;

(iii) All contributions (including employee contributions made by authorized payroll deductions) required to be made to the appropriate funding agency in accordance with all applicable Laws and the terms of each Pension Plan have been made in accordance in all material respects with applicable Laws and the terms of such Pension Plan; and

(iv) No event has occurred and no condition exists with respect to any Pension Plan that has resulted or could reasonably be expected to result in such Pension Plan having its registration revoked or refused for the purposes of any applicable pension benefits or tax laws or being placed under the administration of any relevant pension benefits regulatory authority or being required to pay any material taxes or penalties under any applicable pension benefits tax laws and there are no outstanding disputes concerning the assets of any of the Pension Plans which could reasonably be expected to have a Material Adverse Effect.

(x) U.S. Plans.

(i) Each of the Borrowers and each ERISA Affiliate, as applicable, have operated and administered each U.S. Plan in compliance with all applicable Laws and have met all minimum funding requirements under ERISA and have not filed any application for a waiver of the minimum funding standard with respect to any U.S. Plan except for such instances of non-compliance as have not resulted in and could not reasonably be expected to result in a Material Adverse Effect. None of the Borrowers nor any ERISA Affiliate has incurred any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to a U.S. Plan, and no event, transaction or condition has occurred or exists that could reasonably be expected to result in the incurrence of any such liability by the Borrowers or any ERISA Affiliate, or in the imposition of any Lien on any of the rights, properties or assets of any of the Borrowers or any ERISA Affiliate, in either case pursuant to Title I or IV or ERISA or pursuant to such penalty, excise tax, funding or security provisions, including Section 401(a)(29) or 412 of the Code, other than such liabilities or Liens as would not be individually or in the aggregate likely to have a Material Adverse Effect;

(ii) No notice of intent to terminate or partially withdraw from a U.S. Plan subject to Title IV of ERISA has been filed for which the Borrowers or any ERISA Affiliate could incur any liability in excess of the greater of $25,000,000 and 5.0% of Shareholders Equity, nor has any such U.S. Plan been terminated for which liability remains outstanding;

(iii) None of the Borrowers nor any ERISA Affiliate is or has ever been a party to, or has any obligation or liability with respect to, any Multiemployer Plan that could result in a liability that would have a Material Adverse Effect;

(iv) no non-exempt prohibited transaction has occurred with respect to any U.S. Plan by any Borrower or any of their respective Subsidiaries (within the meaning of Section 4975 of the Code or Section 406 of ERISA) which could reasonably be expected to result in a liability to any Loan Party or any of its Subsidiaries in excess of the greater of $25,000,000 and 5.0% of Shareholders Equity; and

(v) The expected postretirement benefit obligation (determined as of the last day of the most recently ended Financial Year in accordance with Financial Accounting Standards Board Statement No. 106 (or any successor to such statement), without regard to liabilities attributable to continuation coverage mandated by Section 4980B of the Code) of the Borrowers is not expected to result in a liability that would have a Material Adverse Effect.

(y) Debt. No Loan Party has any Debt other than Permitted Debt.

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

(aa) Financial Information. The annual audited consolidated financial statements of AGI and the interim unaudited consolidated financial statements of AGI furnished to the Agents and the Lenders pursuant to this Agreement have in each case been prepared in accordance with IFRS consistently applied, and present fairly the consolidated financial condition of the Persons covered thereby as at the dates thereof and the results of their operations and cash flows for the periods then ended, except that, in the case of quarterly financial statements, notes to the statements and audit adjustments required by GAAP are not included.

(bb) Labour and Employment Matters. Except as disclosed in Schedule 7.1(bb) (as updated from time to time in accordance with Section 8.1(a)(v)), none of the Loan Parties has notice or knowledge of (i) any material labour or employment discrimination, workplace health and safety, unfair labour practice or other labour or employee related complaint, investigation or proceeding against or involving an Loan Party, or (ii) any strike, labour dispute, slowdown or stoppage involving a Loan Party which, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(cc) Material Permits. The Loan Parties collectively hold all Material Permits and all such Material Permits are in full force and effect and in good standing.

(dd) Regulation H. No Mortgaged U.S. Property is a Flood Hazard Property unless the U.S. Agent shall have received the following: (a) the applicable Loan Party's written acknowledgment of receipt of written notification from the U.S. Agent (i) as to the fact that such Mortgaged U.S. Property is a Flood Hazard Property, (ii) as to whether the community in which each such Flood Hazard Property is located is participating in the National Flood Insurance Program and (iii) such other flood hazard determination forms, notices and confirmations thereof as requested by the U.S. Agent and (b) copies of insurance policies or certificates of insurance of the applicable Loan Party evidencing flood insurance reasonably satisfactory to the U.S. Agent and naming the U.S. Agent as loss payee on behalf of the Lenders. All flood hazard insurance policies required hereunder have been obtained and remain in full force and effect, and the premiums thereon have been paid in full.

(ee) Perfection of Security Interests. All filings and other actions necessary to perfect and protect the Liens constituted by the Security Documents have been duly made or taken and are in full force and effect, and the Security Documents create in favour of the Collateral Agent for the benefit of the Secured Parties valid and perfected first priority Liens on the Collateral (subject only to Permitted Liens), securing the payment of the Secured Obligations.

(ff) Solvency. Immediately after the making of each Accommodation to a Borrower, and after giving effect to the application of the proceeds of such Accommodations, (i) the fair value of the assets of the Loan Parties, on a consolidated basis, will exceed the debts and liabilities, subordinated, contingent or otherwise, of the Loan Parties on a consolidated basis; (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 the Loan Parties on a consolidated basis on their debts and other liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iii) each Loan Party intends to and will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured.

(gg) Bank Accounts. Schedule 7.1(gg) (as updated from time to time in accordance with Section 8.1(a)(v)) contains a list of all bank accounts maintained by the Loan Parties, together with a list of all deposit account control agreements entered into in connection therewith (except for any such bank accounts which will not at any time have a balance in excess of $20,000).

(hh) Sanctions. No Loan Party is in violation, in any material respect, of Sanctions. No Loan Party, nor any Subsidiary thereof, nor, to the knowledge of the Borrowers, any director, officer, employee, agent, Affiliate or representative thereof, is an individual or entity currently the target of any Sanctions, nor is any Loan Party or any Subsidiary thereof located, organized or resident in a Designated Jurisdiction. No Accommodation pursuant to this Agreement will be used, directly or (knowingly) indirectly, for the benefit of, or as payment to, any individual or entity currently the target of any Sanctions.

(ii) Anti-Terrorism Laws. To the extent applicable, each Loan Party is in compliance, in all material respects, with (i) the U.S. Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 C.F.R. Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto, (ii) the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (United States), as amended (the "**Patriot Act**"); and (iii) *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (collectively with clauses (i) and (ii) above, the "**Anti-Terrorism Laws**"). The use of the proceeds of the Advances will not violate, in any material respect, the Trading with the Enemy Act, as amended, or any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R. Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, in any material respect.

(jj) Anti-Corruption Laws. No Loan Party nor, to the knowledge of a Borrower, any director, officer, agent, employee, Affiliate or other Person acting on behalf of any Loan Party, has taken any action, directly or indirectly, that would result in a violation by such Person of the *Corruption of Foreign Public Officials Act*

(Canada), *Foreign Corrupt Practices Act of 1977*, as amended, and the rules and regulations thereunder, or any other applicable anti-corruption Law (collectively, "**Anti-Corruption Laws**") and the Loan Parties have instituted and maintain policies and procedures designed to ensure continued compliance therewith. No part of the proceeds of the Accommodations will be knowingly used, directly or indirectly, in violation of any applicable Anti-Corruption Law, including 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 an official capacity in violation of any applicable Anti-Corruption Law.

7.2 Survival and Repetition of Representations and Warranties

The representations and warranties set out in Section 7.1 shall survive the execution and delivery of this Agreement and all other Loan Documents and will be deemed to be repeated by the Loan Parties (i) as of the date of each Accommodation, rollover and conversion hereunder, and (ii) in each Compliance Certificate delivered pursuant to Section 8.1(a), except for those representations expressly stated to be made as of an earlier date, and except to the extent that, on or prior to such date, (A) with respect to the disclosure addressed by the Schedules listed in Section 8.1(a)(v), the Borrowers have disclosed a variation in such Schedules in accordance with such Section, or (B) the Borrowers have otherwise advised the Agents in writing of a variation in any such representation and warranty and the Majority Lenders have approved such variation in their sole discretion.

ARTICLE 8
COVENANTS OF THE BORROWERS

8.1 Affirmative Covenants

So long as any amount owing under the Loan Documents remains unpaid or any of the Lenders has any Commitment under this Agreement, and unless the Agents, upon direction from the Majority Lenders, shall otherwise consent, each of the Borrowers shall:

(a) Financial Reporting and Deliveries. Cause to be delivered to the Canadian Agent and U.S. Agent sufficient copies for delivery to Lenders, respectively, of the following documents:

Consolidated Annual Financial Statements

(i) as soon as available, and in any event within ninety (90) days after the end of each Financial Year, the audited consolidated financial statements (including, at a minimum, a statement of financial position, statement of comprehensive income and statement of changes in shareholders' equity) of AGI for such Financial Year prepared in accordance with IFRS (which financial statements shall be audited by a nationally recognized accounting firm, whose opinion shall accompany such financial statements), and setting forth in each case in comparative form the figures for the previous Financial Year; provided that the Borrowers shall be deemed to have satisfied their obligation hereunder by posting such financial statements on www.SEDAR.com or on another website as notified to and agreed to by the Canadian Agent provided that the Canadian Agent is aware of the address of and any relevant password specifications for such website;

Consolidated Quarterly Financial Statements

(ii) as soon as available, and in any event within sixty (60) days after the end of each Financial Quarter (excluding the last Financial Quarter of a Financial Year), the unaudited consolidated financial statements (including, at a minimum, a statement of financial position, statement of comprehensive income and statement of changes in shareholders' equity) of AGI as of the end of such Financial Quarter and for such Financial Quarter and the then elapsed portion of the Financial Year which includes such Financial Quarter, prepared in accordance with IFRS (subject to year-end adjustments and the absence of footnotes) and certified by the Chief Financial Officer (or the equivalent) of AGI, and setting forth in each case in comparative form the figures for the corresponding period or periods of (or, in the case of the statement of financial position, as at the end of) the previous Financial Year; provided that the Borrowers shall be deemed to have satisfied their obligation hereunder by posting such financial statements on www.SEDAR.com or on another website as notified to and agreed to by the Canadian Agent provided that the Canadian Agent is aware of the address of and any relevant password specifications for such website;

Business Plan

(iii) as soon as available, and in any event not later than ninety (90) days following the end of each Financial Year, a revised five (5) year Business Plan, unless the Final Maturity Date has not been extended by the Lenders, in which case such Business Plan shall only be required for the period ending on such Final Maturity Date;

Compliance Certificate

(iv) together with each delivery of financial statements referred to in Sections 8.1(a)(i) and 8.1(a)(ii), a Compliance Certificate of the Chief Financial Officer or other designated officer of the Borrowers together with detailed calculations relating to such Compliance Certificate;

Schedules, Security ~~and~~**,** Investment **and EBITDA** Information

(v) together with each Compliance Certificate referred to in Section 8.1(a)(iv), updated versions of Schedule 7.1(f) (Litigation), Schedule 7.1(j) (Corporate Structure), Schedule 7.1(k) (Locations of Collateral), Schedule 7.1(m) (Intellectual Property), Schedule 7.1(n) (Leasehold Real Estate), Schedule 7.1(o) (Owned Real Estate), Schedule 7.1(s) (Environmental Disclosure), Schedule 7.1(t) (Material Agreements), Schedule 7.1(w) (Pension Plans), Schedule 7.1(bb) (Labour and Employment Matters) and Schedule 7.1(gg) (Bank Accounts) to the extent the information disclosed therein has changed since the most recent version of such Schedule was delivered to the Agents (and, for greater certainty, no Default or Event of Default shall occur hereunder, notwithstanding repetition of the representations and warranties between the delivery of Compliance Certificates, by virtue only of the fact that the information disclosed on the Schedules listed above has changed since the most recent Compliance Certificate delivered hereunder, provided such updated information is thereafter disclosed in accordance with this Section 8.1(a)(v));

(vi) together with each Compliance Certificate referred to in Section 8.1(a)(iv), a report on the financial performance of the entity or entities which are the subject of Permitted Brazilian Investments;

(vii) together with each Compliance Certificate referred to in Section 8.1(a)(iv), a breakdown of Consolidated EBITDA by country and the Consolidated EBITDA of AGI Brazil, in each case, for the four (4) most recently completed Financial Quarters.

(b) Additional Reporting and Deliveries. Cause to be delivered to the Agents sufficient copies for delivery to the Lenders, respectively, of the following documents, in form and substance satisfactory to the Agents and the Lenders, acting reasonably:

(i) promptly after the occurrence of a Default or Event of Default, a statement of the Chief Financial Officer or other senior officer of AGI setting forth the details of such Default or Event of Default and the action which such parties propose to take or have taken with respect thereto;

(ii) promptly after the commencement thereof, notice of Claims which have been commenced, or to the knowledge of any of the Loan Parties, are pending or threatened affecting any of the Loan Parties or any of the Collateral, (a) for amounts which exceed the greater of (A) $15,000,000, and (B) 5.0% of Shareholders Equity (whether or not covered by insurance), or (b) which could, if adversely determined, reasonably be expected to have a Material Adverse Effect;

(iii) promptly after the occurrence of any material adverse development with respect to any Claims referred to in Section 8.1(b)(ii), and in any event within ten (10) Business Days after any of the Loan Parties obtain knowledge of the occurrence thereof, notice thereof, and, to the extent either Agent requests, copies of all documentation relating thereto;

(iv) upon request of either Agent, evidence of the maintenance of all insurance required to be maintained by Section 8.1(j), including such originals or copies as such Agent may request of policies, certificates of insurance, riders and endorsements relating to such insurance and proof of premium payments;

(v) any loss, termination, revocation or non-renewal of any Material Agreement or Material Permit, or any material default (either by a Loan Party or by any other party) under or non-compliance with any Material Agreement or Material Permit, or any event which, with or without the giving of notice, lapse of time or any other condition subsequent, would be a material default under or non-compliance with or would otherwise allow the termination or revocation of any Material Agreement or Material Permit, and from time to time provide the Agents with all information reasonably requested by any of the Lenders concerning the status thereof;

(vi) contemporaneously with their distribution to security holders of AGI, copies of all Notices, reports, press releases, circulars, financial statements, offering documents and other documents filed by AGI with any securities commission or stock exchange or distributed to holders of AGI Common Shares or the lenders under any Material Debt Agreements; provided that the Borrowers shall be deemed to have satisfied their obligation hereunder by posting such information on www.SEDAR.com or on another website as notified to and agreed to by the Canadian Agent provided that the Canadian Agent is aware of the address of and any relevant password specifications for such website;

(vii) promptly following the receipt of Notice of or otherwise becoming aware of, any default, event of default or demand for payment under the terms of any Material Debt Agreement of the Loan Parties, all information pertaining to such default or demand, including the date of the default or demand, the amount demanded, and the facts and circumstances which caused such default or demand and copies of such Notice or report;

(viii) promptly upon having knowledge thereof, notice of the occurrence of any event that has resulted in or could reasonably be expected to result in a Material Adverse Effect;

(ix) any damage to or destruction of Collateral, real or personal, of any Loan Party having a replacement cost in excess of the greater of (a) $25,000,000 and (b) 5.0% of CTTA;

(x) promptly following any request therefor, information and documentation reasonably requested by the Agents or any Lender for purposes of compliance with applicable "know your customer" requirements under the Patriot Act, the Beneficial Ownership Regulation or other applicable anti-money laundering laws; and

(xi) such other information and reports relating to any of the Loan Parties, their respective Property (including the Collateral), or the Business, as either Agent may from time to time reasonably request.

(c) Corporate Existence. Except as permitted by Section 8.2(e), preserve and maintain, and cause each other Loan Party to preserve and maintain, and keep in full force and effect its corporate, partnership or other existence, as the case may be, and its agreements, licences, operations, contracts, franchises and other arrangements necessary to carry on the Business.

(d) Compliance with Laws and Material Permits. Comply, and cause each of the Loan Parties to comply, (i) with the requirements of all applicable Laws, including Environmental Laws, where a failure to comply with such Laws individually or in the aggregate could reasonably be expected to result in a Material Adverse Effect, and (ii) all Material Permits issued to and held by it.

(e) Payment of Taxes, Claims and Material Permit Fees. Pay and discharge, and cause each of its Subsidiaries which is a Loan Party to pay and discharge, before the same shall become delinquent: (i) all Taxes, governmental assessments, charges or levies imposed upon it or upon any of its Property, income or franchises, and all lawful Claims which, if unpaid, might by Law become a Lien upon its Property, in each case except for any such Tax, assessment, charge, levy or Claim which would result in a Lien which is a Permitted Lien, or which is being contested in good faith by appropriate proceedings; and (ii) all fees payable to Governmental Entities or other authorities in connection with all Material Permits issued to and held by the Loan Parties.

(f) Keeping of Books. Keep, and cause each of its Subsidiaries to keep, proper books, records and accounts, in which full and correct entries shall be made of all financial transactions in accordance with IFRS.

(g) Inspection. Permit, and cause each other Loan Party to permit, authorized representatives of the Agents, upon reasonable notice from time to time during regular business hours, but not more than once per year, to visit and inspect their respective premises and Property and examine and obtain copies of their respective records or other information, and discuss their respective affairs with their senior officers and (in the presence of such of their representatives as they may designate), their auditors, counsel and other professional advisers, and to pay all reasonable costs and expenses of the same; provided that nothing in this Section shall restrict the ability of authorized representatives of the Agents to make such visits, inspections, and examinations, at the Borrowers' expense, upon the occurrence and continuance of a Default or an Event of Default.

(h) Environmental Reporting. Promptly, and in any event within ten (10) days of becoming aware of its existence, notify the Lenders in writing of any Notice or other facts or circumstances or state of affairs (providing details of any actions taken by the Loan Parties in response) which could reasonably be expected to give rise to: (i) Environmental Liabilities and Costs in excess of the greater of (i) $15,000,000 and (ii) 5.0% of Shareholders Equity; or (ii) any violation of Environmental Laws involving the possible imposition of a material fine or the shutting down of any facility forming part of the Property of any Loan Party for any period.

(i) Condition of Property. Keep, and cause each other Loan Party to keep, its Property in all material respects in good repair, working order and condition with regard to the use and purpose of such Property (reasonable wear and tear excepted) and, from time to time, make all necessary repairs, renewals, replacements, additions and improvements thereto.

(j) Insurance.

(i) Maintain in force with reputable and creditworthy insurers, insurance coverage of the nature and kind and in such amounts as is customary and prudent for companies engaged in the same or similar business in the same jurisdiction as the Loan Parties (including, for greater certainty, property insurance, general liability insurance, business interruption insurance, and flood hazard insurance on each Mortgaged U.S. Property that is a Flood Hazard Property, on such terms and in such amounts as required by the National Flood Insurance Reform Act of 1994 or as otherwise required by the U.S. Agent). Without limiting the foregoing, in the event that the Loan Parties do not obtain (or cause to be obtained) flood insurance, as required by any of the Flood Insurance Laws (or renew any existing insurance as required), upon 30 days prior written notice to the Borrower (it being understood that the Cure Period should run during this period), any Agent may obtain such insurance for the benefit of the Lenders, or any Lender may elect to obtain such insurance for the benefit of itself;

(ii) Cause the insurance proceeds under all Property policies required to be maintained hereunder to be made payable to the Collateral Agent, and add the Collateral Agent as additional insured thereunder;

(iii) The net proceeds received by the Collateral Agent (after deducting any expenses incurred in a collection or handling of such proceeds) under any property insurance policies shall be applied as follows:

(A) if an Event of Default shall have occurred and is continuing, the entire net proceeds of any insurance claim received by the Collateral Agent and shall be applied on account of the Secured Obligations in accordance with the provisions of the Credit Agreement; or

(B) if no Event of Default shall have occurred and be continuing, the net proceeds of any claim shall be released to the applicable Borrower(s) to be used solely for repairing and restoring the

Collateral which is subject to the claim (or claims) and, where such proceeds are in excess of the greater of (i) $25,000,000, and (ii) 5.0% of CTTA in any Financial Year and are not used for such purpose within one hundred and eighty (180) days after receipt by the Collateral Agent, such proceeds shall be retained by the Collateral Agent and applied (as to the Pro Rata Share thereof) by the Agents as non-permanent repayment of Advances made under the Credit Facilities, in such amounts as would result in a *pro rata* decrease in the Outstandings thereunder; or

(iv) Proceeds of liability insurance shall be paid to the Person to whom the affected Loan Party is liable and, provided no Default or Event of Default has occurred and is continuing, the proceeds of business interruption insurance shall be paid to the Borrowers; provided that such proceeds are used to carry on the Business or otherwise in accordance with this Section 8.1(j).

(k) Protect Liens.

(i) Provide to the Collateral Agent from time to time the Security Documents required pursuant to Article 9, and at all times take all action and supply the Collateral Agent with all information necessary to create, maintain, perfect, protect and preserve the Liens provided for under the Security Documents and confer upon the Collateral Agent and the Lenders the security interests intended to be created thereby; and

(ii) In the case of AGI Brazil, and in the case of AGI Alpha and AGI Bravo (but only in respect of the Security Documents governed under Brazilian law), cause it to execute and deliver updates to the Security Documents to which it is a party in order to charge new Collateral or to reflect any relevant change in the obligations secured by such Security Documents: (a) in connection with any amendment or amendment and restatement of this Agreement that (A) increases the amount of any Credit Facility or Tranche thereof (other than in accordance with Sections 2.11 or 2.12 in effect as of the date of this Agreement), (B) extends the term of any Credit Facility or Tranche thereof (other than in accordance with Section 2.7 in effect as of the date of this Agreement) or (C) increases the interest rates on the Accommodations (except in accordance with the definition of "Applicable Margin" in effect as of the date of this Agreement) or amends any provision related to the calculation of interest that is contemplated in the Security Documents; and (b) at such other intervals as contemplated in the Security Documents to which it is a party.

(l) Payments. Pay and cause each of its Subsidiaries which is a Loan Party to pay all amounts of principal, interest, fees, costs and expenses due in connection with the

Credit Facilities on the dates, at the times and at the places specified in this Agreement or under any other Loan Document.

(m) Use of Proceeds. Apply the proceeds of the Credit Facilities only in accordance with Section 2.4.

(n) Permitted Intercompany Debt. Cause all Debt owing by a Loan Party to a Subsidiary which is not a Loan Party or is a Limited Guarantor to be subordinated to the Secured Obligations, on terms and conditions satisfactory to the Agents and their counsel.

(o) Reporting Issuer Status. In the case of AGI only, (i) maintain its status as a reporting issuer in good standing, and (ii) maintain the listing of the AGI Common Shares on the Toronto Stock Exchange or any other stock exchange acceptable to the Agents, acting reasonably.

(p) Mortgages. Cause the Loan Parties to execute and deliver to the Collateral Agent mortgages, deeds of trust or other similar agreements securing the Secured Obligations, under which Liens are granted on (i) subject to Section 9.1(c), all of the Owned Real Estate of such Loan Parties having a fair market value in excess of C$7,500,000 (or the Equivalent Amount in any jurisdiction other than Canada) and (ii) all material Leasehold Real Estate (and any related fixtures) as determined by the Agents, acting reasonably, from time to time, but which for certainty shall exclude any lease for office space and any other lease having aggregate annual lease payments less than C$5,000,000, to require such a mortgage, deed of trust or agreement, subject to receipt of any necessary consents from arm's length landlords in respect of such Security, to be sought by the Loan Parties using commercially reasonable efforts, together with either (A) customary mortgagee's title insurance policies in amounts, in form and substance (including a revolving credit endorsement) and issued by reputable and creditworthy insurers, which such policies shall be accompanied by evidence of the payment in full of all premiums thereon satisfactory to the Agents and their counsel or (B) legal opinions of counsel to the Loan Parties in respect of title matters satisfactory in form and substance to the Agents and their counsel, acting reasonably.

(q) Payment of Preferred Claims. Pay, and cause each other Loan Party to pay, all material amounts related to Taxes, wages, vacation pay, severance pay, termination pay, workers' compensation obligations, government royalties or pension fund obligations, construction Liens and similar Liens, and any other amount which may result in a Lien under applicable Law, other than a Permitted Lien, whether or not entitled to priority over the Security Documents, other than any such amounts which are being contested in good faith by appropriate proceedings and in respect of which, if required, adequate reserves with respect thereto have been set aside on the books of the Loan Parties in accordance with IFRS.

(r) Material Agreements. Maintain each Material Agreement to which it is a party in full force and effect during the scheduled term thereof (other than, in the case of a Material Debt Agreement, as a result of a Permitted Refinancing thereof), and comply, and cause each of the other Loan Parties to comply, in all material respects with the provisions of all Material Agreements. In respect of each Material Agreement executed after the date hereof, provide to the applicable Agent a certified copy of such Material Agreement, as and when Schedule 7.1(t) is updated to reflect such Material Agreement pursuant to Section 8.1(a)(v).

(s) Intellectual Property. Maintain rights sufficient for it to use all the Intellectual Property reasonably necessary for the conduct of the Business and not knowingly infringe or misappropriate in any material way the intellectual property rights of any other Person.

(t) Continue Business. Continue to carry on the Business.

(u) ERISA Matters.

(i) Maintain each U.S. Plan in compliance in all material respects with all applicable requirements of Law;

(ii) refrain from adopting, participating in or becoming obligated with respect to any U.S. Plan or Multiemployer Plan that could reasonably be expected to have a Material Adverse Effect; and

(iii) promptly notify the Agents on becoming aware of (i) the institution of any steps by any Person to terminate any U.S. Plan subject to Title IV of ERISA, (ii) the failure of any Loan Party to make a required contribution to any U.S. Plan if such failure is sufficient to give rise to a Lien under Section 303(k) of ERISA, (iii) the taking of any action with respect to a U.S. Plan which is reasonably likely to result in the requirement that any Loan Party furnish a bond or other security to the PBGC under ERISA or such U.S. Plan, or (iv) the occurrence of any event with respect to any U.S. Plan or Multiemployer Plan which is reasonably likely to result in any Loan Party incurring any liability, fine or penalty in excess of the greater of (A) the Equivalent Amount in U.S. Dollars of C$25,000,000 and (B) 5.0% of Shareholders Equity, and following notice to the Agents thereof, provide copies of all documentation relating thereto if requested by the Agents.

(v) Pension Plans.

(i) maintain each Pension Plan in compliance in all material respects with all applicable Laws and ensure that all material premiums and payments relating thereto are paid as due;

(ii) provide notice to the Lenders of any additional Defined Benefit Plan not previously disclosed in Schedule 7.1(w) and update such schedule in accordance with Section 8.1(a)(v); and

(iii) promptly notify the Agents on becoming aware of (i) the institution of any steps by any Person to terminate any Pension Plan, (ii) the failure of any Loan Party to make a required contribution to any Pension Plan if such failure is sufficient to give rise to a deemed trust or Lien under applicable pension benefits standards laws, or (iii) the occurrence of any event with respect to any Pension Plan which is reasonably likely to result in any Loan Party incurring any liability, fine or penalty in excess of the greater of (A) $25,000,000 and (B) 5.0% of Shareholders Equity, and following notice to the Agents thereof, provide copies of all documentation relating thereto if requested by the Agents.

(w) Maintenance of Bank Accounts. Except to the extent permitted by Section 8.2(t), (a) maintain all deposit bank accounts of Full Guarantors (i) in the United States, solely with a financial institution that has entered into a deposit account control agreement with the Collateral Agent on terms satisfactory to the Collateral Agent, or (ii) in all other jurisdictions, with a Lender, (b) maintain all deposit bank accounts of Limited Guarantors (i) with a Lender or (ii) to the extent customary under the Law of the foreign jurisdiction, with a financial institution that has entered into a deposit account control agreement with the Collateral Agent on terms satisfactory to the Collateral Agent and (c) cause any Permitted Financial Investments (other than Permitted Financial Investments described in paragraph (a)(vi) of that definition) that are the property of any Loan Party to be held with a Lender or an Affiliate of a Lender.

(x) Brazilian Security. On or before (i) the earlier of (A) the date of the next extension of the Final Maturity Date pursuant to Section 2.7 and (B) June 30, 2024 (as such date may be extended by the Agents, in their reasonable discretion) and (ii) any other date provided for in the Security Documents governed by Brazilian law (as such date may be extended by the Agents, acting reasonably), the Borrowers shall cause AGI Brazil, and AGI Alpha and AGI Bravo (but only in respect of the Security Documents governed under Brazilian law), to execute and deliver updates to the Security Documents to which it is a party in order to charge new Collateral and to reflect the changes in the obligations secured by such Security Documents and provide legal opinions and ancillary documents as the Agents reasonably request in connection therewith.

(y) U.S. Owned Property. If a mortgage, deed of trust or other encumbrance on any Owned Real Estate located in the U.S. is requested or required pursuant to the terms of this Agreement or any other Loan Document, the Borrowers shall, and shall cause each of the applicable Subsidiaries to, deliver to each affected Lender (i) all relevant address information, including but not limited to a full and complete legal description of such real property, so each affected Lender may procure a flood determination certificate issued by the appropriate governmental body or authority or authorized third party indicating whether such property is designated as a "flood hazard area" and (ii) if such real property is designated to be in a "flood hazard area", evidence of flood insurance on such property obtained by the Borrowers or Subsidiary, as the case may be, in such total amount as required under applicable law and satisfactory to each affected Lender, acting reasonably, and otherwise in compliance with the National Flood Insurance Program, as the same may be amended, re-enacted or replaced. All diligence in this Section 8.1(y) must be completed and approved prior to the execution of any mortgage, deed of trust or other encumbrance instrument with respect to such real property, provided however, if any affected Lender withholds such approval on the basis of notice to the Agents confirming that it is not satisfied with the results of its own internal due diligence or compliance with its applicable U.S. flood hazard policy, such Lender shall be entitled to disclaim (for itself only) any interest in the relevant real property prior to the execution by the Agent of the fixed or specific charge over such real property. Notwithstanding the foregoing, any affected Lender that disclaims any interest in the relevant real property may reclaim (for itself only) any interest in such property provided such Lender is satisfied, in its sole discretion, with its own internal due diligence and compliance with its applicable U.S. flood hazard policy.

(z) Further Assurances. At its cost and expense, upon the reasonable request of the Canadian Agent or the U.S. Agent, duly execute and deliver or cause to be duly executed and delivered to the Canadian Agent, the U.S. Agent, or any of the Lenders, such further instruments and other documents and do and cause to be done such further acts as may be necessary or desirable in the opinion of the Canadian Agent or the U.S. Agent acting reasonably, to carry out more effectively the provisions and purposes of the Loan Documents.

8.2 Negative Covenants

So long as any amount owing under the Loan Documents remains unpaid or any of the Lenders has any Commitment under this Agreement and unless the Agents, upon direction from the Majority Lenders, as the case may be, shall otherwise consent, each of the Borrowers agrees not to:

(a) Business Activity. Engage, or permit any of its Subsidiaries to engage, in any business activity except the Business, or permit any material changes in the Business.

(b) Liens. Create, incur, assume or suffer to exist, or permit any of its Subsidiaries to create, incur, assume or suffer to exist, any Lien on any of its Property other than Permitted Liens.

(c) Disposal of Property. Dispose of, or permit any Loan Party to Dispose of, any of its Property (including by way of Sale-Leaseback Transaction), other than Permitted Dispositions.

(d) Debt. Create, incur, assume or suffer to exist, or permit any Subsidiary to create, incur, assume or suffer to exist, directly, contingently or otherwise, any Debt, other than Permitted Debt.

(e) Mergers. Enter into, or permit any other Loan Party to enter into, any transaction (whether by way of Disposition, reorganization, consolidation, amalgamation, merger, transfer, sale, lease, liquidation, dissolution or otherwise) whereby all or substantially all of its Property would become the property of any other Person or any Person resulting or continuing from such transaction, except that, if at the time thereof and immediately after giving effect thereto, no Default or Event of Default shall have occurred and be continuing:

(i) any Loan Party may merge, liquidate, dissolve, wind-up, or amalgamate or consolidate with or into AGI or any wholly-owned Full Guarantor; and

(ii) any Loan Party may sell, transfer or otherwise dispose of its Property (including, for the avoidance of doubt any Capital Stock held by it) to AGI or any wholly-owned Full Guarantor;

(iii) any Loan Party may merge or amalgamate with any Person in connection with a Permitted Acquisition if such Loan Party shall be the resulting, continuing or surviving corporation in such merger or amalgamation; and

(iv) any Limited Guarantor may merge, liquidate, dissolve, wind up, or amalgamate or consolidate with or into any other Limited Guarantor;

provided that any merger or amalgamation pursuant to this Section 8.2(e) shall not be permitted unless the continuing, resulting or surviving Person (the "**Successor Person**") confirms to the Agents in writing that it is liable, by operation of law or otherwise, for the obligations of the predecessor Loan Party under the Loan Documents to which the Successor Person is a party and provides such confirmatory documents and legal opinions as the Agents reasonably request in connection therewith.

(f) Investments. Make or commit to make or suffer to exist, or permit any other Loan Party to make or commit to make or suffer to exist, any direct or indirect Investment, except Permitted Investments.

(g) Affiliate Transactions. Directly or indirectly purchase, acquire or lease any Property from, or sell, transfer or lease any Property to, or enter into any other arrangements or transactions with, or permit any Loan Party to purchase, acquire or lease any Property from, or sell, transfer or lease any Property to, or enter into any other arrangements or transactions with any shareholder, director, officer, agent or employee of any Loan Party, any relative thereof, or any Affiliate of any one or more of such Persons, except for: (i) any purchase, sale, acquisition, transfer, lease, arrangement or transaction at prices and on terms not less favourable to the Loan Party, as the case may be, than those which would have been obtained in an arm's length transaction with a non-Affiliated third party; (ii) transactions between or among Full Guarantors only; (iii) transactions between or among Limited Guarantors only; (iv) Corporate Distributions permitted by clause (h) below; (v) Permitted Investments; (vi) issuances of Capital Stock by AGI, including issuances pursuant to any employee share purchase plan of AGI and the issue and exercise of options granted under any share option plan of AGI; or (vii) the payment of fees, expenses and indemnities or other compensation or employee loans or benefit arrangements to any of its directors, officers, employees, members of management or consultants in the ordinary course of the Business.

(h) Corporate Distributions. Make or commit to make, or permit any other Loan Parties to make or commit to make: (i) any Corporate Distributions if any Default or Event of Default has occurred or would occur as a result of such payment without the consent of the Lenders; or (ii) any Corporate Distributions from a Full Guarantor to a Limited Guarantor unless permitted pursuant to clause (c) or (g) of the definition of Permitted Investments.

(i) Financial Year. Change or permit any of its Subsidiaries which is a Loan Party to change its Financial Year end without the prior written consent of the Lenders, acting reasonably.

(j) Change in Constating Documents or Issued Capital. (i) Make, or permit any of its Subsidiaries which is a Loan Party to: (A) make any change in the constating documents or by-laws previously delivered to the Canadian Agent or the U.S. Agent, as the case may be, which would be detrimental to the rights or interests of the Agent or any of the Lenders under any of the Loan Documents; or (B) in the case of any Loan Party other than AGI, issue any Capital Stock unless such Capital Stock is pledged to the Collateral Agent pursuant to the Security Documents.

(k) Change of Collateral Location, Name or Jurisdiction. With respect to it or any other Loan Party, (i) move or otherwise transfer any material Collateral (other than inventory in transit) to any location other than the locations listed in Schedule 7.1(k) (as updated from time to time in accordance with Section 8.1(a)(v)), or (ii) change its name or the jurisdiction of its organization or move its registered office, principal place of business or chief executive office outside of the jurisdiction in which it was located as at the Restatement Date or the date of its acquisition or creation, as the case may be, without in each case providing at least fifteen (15) Business Days' prior written notice thereof to the Agents, and such Loan Party having taken such steps and delivered such documents as may be reasonably required by the Agents to ensure that the Liens created by the Security Documents to which such Loan Party is a party continue to (i) charge the Collateral which has been moved or transferred, or (ii) constitute valid, enforceable and perfected Liens, as the case may be.

(l) New Subsidiaries. Establish (other than by way of acquisition) any new Subsidiaries after the Restatement Date, unless (a) such Subsidiary shall be a corporation, limited partnership or other entity formed under the laws of Canada or any province therein, the United States of America or any state therein, or any other jurisdiction other than a Designated Jurisdiction; (b) after giving effect to the formation of such Subsidiary, all representations and warranties contained in this Agreement or in any other Loan Document which are applicable to such Subsidiary shall be true and correct as of the date of such formation with the same force and effect as if such representations and warranties had been made on and as of such date and such Subsidiary shall be in compliance with all covenants contained in the Loan Documents applicable thereto; and (c) the Borrower shall cause such Subsidiary to deliver Guarantees and Security Documents to the Agents and the Collateral Agent, as applicable, where required by Section 9.4.

(m) Hedging. Enter into any hedging activities other than Hedging Transactions, and enter into Hedging Transactions for speculative purposes.

(n) Distribution Restrictions. Other than this Agreement, enter into any Agreement that would limit the ability of the Loan Parties to make any Corporate Distributions.

(o) Amendments. Consent to the amendment, supplement or other modification of, or obtain any waiver of, the terms of any Material Debt Agreement (i) relating to the subordination, ranking, postponement or granting of security thereunder, (ii) accelerating or adding to the Loan Parties' scheduled or mandatory repayment obligations thereunder, or (iii) in any other manner that could otherwise reasonably be expected to be adverse to the Lenders (and, in any event, promptly provide a copy of any such amendment, supplement, termination or waiver to the Agents).

(p) Payment Blockage. Make any cash payment on the Convertible Debenture Debt or any Senior Subordinated Unsecured Debentures (on account of interest, principal, premium or otherwise) following the occurrence and during the continuance of a Default or an Event of Default.

(q) Hostile Acquisition. Use, whether directly or indirectly, any Credit Facility to facilitate or participate in a Hostile Take-Over, other than in accordance with Section 2.13.

(r) Sanctions. Whether directly or indirectly, knowingly use any Accommodation or the proceeds of any Accommodation, or knowingly lend, contribute or otherwise make available such Accommodation or the proceeds of any Accommodation to any Person, to fund any activities of or business with any Person, or in any Designated Jurisdiction, that, at the time of such use of funding, will result in a violation of a Sanction, or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as Lender, Agent, or otherwise) of a Sanction.

(s) Anti-Terrorism Laws and Anti-Corruption Laws. (a) knowingly engage or conspire to engage in, or permit any Subsidiary to engage or conspire to engage in any transaction that violates, in any material respect, any Anti-Terrorism Law or any Anti-Corruption Law, or (b) use any part of the proceeds of the Accommodations, directly or, to the Borrowers' knowledge, indirectly, for any conduct that would cause the representations and warranties in Sections 7.1(ii) or 7.1(jj) to be untrue in any material respect as if made on the date any such conduct occurs.

(t) Deposit Accounts. Have, as at the last Business Day of each month, in excess of U.S. $50,000,000 in the aggregate for AGI and its Consolidated Subsidiaries at any time (i) in bank accounts that are either (A) located in the United States for which no deposit account control agreement(s) in favour of the Collateral Agent is in place or (B) in any other jurisdiction established with financial institutions other than Lenders or their Affiliates or (ii) in Permitted Financial Investments contemplated in paragraph(a)(vi) of that definition held with financial institutions other than Lenders or their Affiliates, unless any such excess is eliminated within ten (10) days of the applicable month end; provided that, for purposes of the foregoing determination, (x) the amount in such bank accounts shall exclude cash in jurisdictions outside North America which is designated for investments in SPEs, SPE projects or specific Capital Expenditure projects in such jurisdictions and, in each case, segregated for such purpose, and (y) the amount of any such cash in bank accounts in Brazil shall be determined on the basis of a monthly average balance rather than on the last Business Day of the month.

(u) Anti-Hoarding. Use the proceeds of any Accommodation to (i) accumulate or (ii) maintain cash or cash equivalents, in either case, in one or more depository or investment accounts maintained by or on behalf of the Loan Parties (or otherwise accumulate and maintain the same in some other manner) if in either case, after giving effect to such Accommodation, the aggregate amount of such cash and cash equivalents between all such parties would exceed $50,000,000, but excluding therefrom cash or cash equivalents accumulated or maintained therein for a specified and legitimate business purpose (other than simply accumulating a cash reserve).

(v) Repayment of Debt. During the Modification Period, repay any Convertible Debenture Debt or Senior Subordinated Unsecured Debentures, other than from (i) Net Equity Proceeds, (ii) the Net Debt Proceeds of any Convertible Debenture Debt or Senior Subordinated Unsecured Debentures issued after the Fourth Amendment Date, or (iii) the proceeds (net of transaction costs) of any Disposition of Property of an Unencumbered Subsidiary after the Fourth Amendment Date.

8.3 Financial Covenants

(a) So long as any amount owing under the Loan Documents remains unpaid or any of the Lenders has any Commitment under this Agreement, and unless the Agents, upon direction from the Majority Lenders shall otherwise consent, the Borrowers agree that they shall not:

(i) Total Debt Service Coverage Ratio. Permit, at any time, the Total Debt Service Coverage Ratio to be less than 1.00:1.00, tested quarterly as at the end of each Financial Quarter; and

(ii) Leverage Ratio. Permit at any time, the Leverage Ratio, tested quarterly at the end of each Financial Quarter, to exceed **(i) during the Modification Period, 4.00:1:00, and (ii) subsequent to the Modification Period,** 3.75:1.00.

(b) In order to facilitate a Material Acquisition, upon the completion of a Material Acquisition the Borrowers may provide a Notice to the Agents referencing this Section 8.3(b) in which case the Leverage Ratio maximum shall be increased (i) from **4.00:1.00 or** 3.75:1.00**, as applicable,** to 4.25:1.00 for the Financial Quarter in which the Material Acquisition occurs and the immediately succeeding three Financial Quarters, provided that the Leverage Ratio would not have exceeded **4.00:1.00 or** 3.75:1.00**, as applicable,** had the Material Acquisition not occurred, and (ii) from **4.00:1.00 or** 3.75:1.00**, as applicable** to 4.00:1.00 for the immediately succeeding Financial Quarter thereafter (and subsequently such maximum shall revert to **4.00:1.00 or** 3.75:1.00**, as applicable**).

(c) In the event of (i) any Permitted Acquisition or (ii) the Disposition of any Subsidiary or of assets constituting a business as a going concern by any Loan Party, during any period of four consecutive Financial Quarters for which the financial covenants in clause (a) above are being tested, the Consolidated EBITDA of AGI shall: (i) include on a pro forma basis the most recent actual Consolidated EBITDA attributable to such Permitted Acquisition, including such Consolidated EBITDA occurring prior to the date of such acquisition (the "Pre-Acquisition EBITDA") as is necessary to permit AGI to include four (4) full Financial Quarters of Consolidated EBITDA attributable to such Permitted Acquisition in its calculation of the Leverage Ratio; and (ii) exclude the most recent actual Consolidated EBITDA attributable to any such Disposition ("Excluded EBITDA") as is necessary to exclude four (4) full Financial Quarters of Consolidated EBITDA attributable to such Disposition. To the extent that any Pre-Acquisition EBITDA is included in (or Excluded EBITDA is excluded from) a calculation of the Leverage Ratio, AGI shall deliver statements (externally prepared, where available) prepared in accordance with IFRS (if applicable) evidencing such Pre-Acquisition EBITDA and/or Excluded EBITDA, as the case may be, to the Agents along with the applicable Compliance Certificate. Use of any Pre-Acquisition EBITDA to calculate the Leverage Ratio (for the purposes of the financial covenants only) in an aggregate amount in excess of $25,000,000, is subject to the approval of the Lenders. Use of any Pre-Acquisition EBITDA to calculate the Leverage Ratio (for the purposes of the Applicable Margin only) shall be capped at 15% of Consolidated EBITDA. Any variations from actual historical Pre-Acquisition EBITDA or Excluded EBITDA shall be permitted only in respect of factual supportable and objectively verifiable matters, as reported on to the Lenders by way of certificate of a senior financial officer of AGI, and any such adjustments to actual Pre-Acquisition EBITDA or Excluded EBITDA in an aggregate amount in excess of $25,000,000 shall require consent of the Lenders.

(d) Consolidated EBITDA shall be adjusted by disregarding, in the determination thereof (solely for purposes of compliance with the financial covenants in Section 8.3(a)):

(i) For each period of four Financial Quarters (a) reported on or after the Existing Credit Agreement Date to the period of four Financial Quarters ending December 31, 2024, and (b) ~~after the Financial Quarter~~ ending ~~December 31, 2025~~**after June 30, 2027**, the aggregate amount of Consolidated EBITDA from Unencumbered Subsidiaries and Limited Guarantors that would exceed 30% of Consolidated EBITDA.

(ii) For each period of four Financial Quarters **(a)** ending March 31, 2025 to and including ~~December 31, 2025~~**September 30, 2025, and (b) ending March 31, 2027 to and including June 30, 3027**, the aggregate amount of Consolidated EBITDA from Unencumbered Subsidiaries and Limited Guarantors that would exceed 40% of Consolidated EBITDA.

(iii) For each period of four Financial Quarters ending during the Modification Period, the aggregate amount of Consolidated EBITDA from Unencumbered Subsidiaries and Limited Guarantors that would exceed 50% of Consolidated EBITDA.

(e) The Borrowers may cancel the Modification Period at any time by providing at least five (5) Business Days' written notice to the Agents. The notice shall include the date the Borrowers have elected to terminate the Modification Period.

ARTICLE 9
SECURITY

9.1 Security

(a) To the extent not executed and delivered prior to the Restatement Date, the Guarantors shall execute and deliver the Guarantees in form and substance satisfactory to Canadian Imperial Bank of Commerce as agent for the Lenders, acting reasonably. To the extent not executed and delivered prior to the Restatement Date, the Borrowers and the Guarantors shall execute and deliver the Security Documents in form and substance satisfactory to the Collateral Agent as and when required hereunder or under the other Loan Documents, as continuing collateral security for the due, prompt and complete payment, performance and satisfaction by the Borrowers and the Guarantors of all of their indebtedness, liabilities and obligations of every nature whatsoever (whether present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time due or accruing due, wheresoever and howsoever incurred, including any ultimate unpaid balance thereof, in any currency, and whether incurred prior to, at the time of or subsequent to the execution of this Agreement) to: (i) the Agents and the Lenders in connection with this Agreement and the Loan Documents; (ii) Hedge Banks in connection with any Secured Hedging Transactions; (iii) Cash Management Banks in connection with any Secured Cash Management Agreements, together with such other indebtedness, liabilities and obligations as AGI and the Agents, upon direction from all of the Lenders, may from time to time agree in writing, in each case on a *pari passu* basis (collectively the "**Secured Obligations**"); provided that the "Secured Obligations" of a Guarantor shall exclude any Excluded Swap Obligations with respect to such Guarantor.

(b) Without limiting the powers of Collateral Agent, for the purposes of holding any hypothec which may now or in the future be granted to the Collateral Agent pursuant to the laws of the Province of Québec to secure the prompt payment and performance of any and all Obligations by any Loan Party, the appointment of the Collateral Agent hereunder also includes its appointment to act as the hypothecary representative of all present and future Secured Parties as contemplated under Article 2692 of the Civil Code of Québec (in such capacity, the "**Hypothecary Representative**") and it shall therefore be authorized to enter into, to take and to hold on behalf of the said Secured Parties and for their benefit, any hypothec, and to exercise such powers and duties that are conferred upon the Hypothecary Representative under any related deed of hypothec. The Hypothecary Representative shall: (a) have the sole and exclusive right and authority to exercise, except as may be otherwise specifically restricted by the terms hereof, all rights and remedies given to the Hypothecary Representative pursuant to any such deed of hypothec and applicable law, and (b) benefit from and be subject to all provisions hereof with respect to the Collateral Agent *mutatis mutandis*, including, without limitation, all such provisions with respect to the liability or responsibility to and indemnification by the Secured Parties and Loan Parties. Any Person who becomes a Lender or other Secured Party shall, by its execution of the instrumenting agreement, be deemed to have consented to and confirmed the Collateral Agent as Hypothecary Representative and to have ratified, as of the date it becomes a Lender, all actions taken by the Hypothecary Representative in such capacity. The substitution of the Collateral Agent pursuant to the provisions of this Article 9 also constitutes the substitution of the Hypothecary Representative acting as hypothecary representative without any further act or formality.

(c) Each of the parties hereto acknowledges and agrees that, if there are any Mortgaged U.S. Properties, any increase, extension or renewal of any of the Commitments or Advances (including the provision of incremental Advances or any other incremental credit facilities hereunder, but excluding (i) the extension of the Final Maturity Date contemplated in Section 2.7, (ii) any continuation or conversion of borrowings, (iii) the making of any Advances under the Credit Facilities or (iv) the issuance, renewal or extension of Letters of Credit) shall be subject to (and conditioned upon): (1) the prior delivery of all flood hazard determination certifications, acknowledgements and evidence of flood insurance and other flood-related documentation with respect to such Mortgaged U.S. Properties as required by applicable flood hazard insurance laws and as otherwise reasonably required by the Lenders and (2) the Agents having received from the Lenders written confirmation (such written confirmation not to be unreasonably withheld, conditioned or delayed) that (i) flood insurance due diligence and flood insurance compliance has been completed, is not required or has been waived by such Lender, or (ii) such Lender disclaims such Mortgaged U.S. Properties in accordance with Section 8.1(y).

9.2 Discharge of Security

Provided that no Default or Event of Default has occurred which is continuing, the applicable Agent, and the Lenders, if necessary, shall from time to time execute and deliver, at the expense of the Borrowers, releases and discharges (or directions to the Collateral Agent to enter into releases and discharges) from the Liens under the Security Documents of any Property, both real and personal, which the Borrowers or any of the Guarantors is permitted to Dispose of under the terms of this Agreement or to which Disposition the Majority Lenders have given their prior written consent.

9.3 Registrations

(a) The Collateral Agent, in its sole discretion, may register, file or record the Liens constituted by the Security Documents in all jurisdictions where such registration, filing, or recording is necessary or of advantage to the creation, perfection, preservation or protection of such Liens.

(b) The Collateral Agent may renew such registrations, filings and recordings from time to time as and when required or of advantage, in the sole discretion of the Majority Lenders, to keep them in full force and effect. The Borrowers and the Guarantors acknowledge that the forms of the Security Documents have been prepared based upon the laws of the jurisdictions indicated therein as being applicable thereto in effect at the date hereof and that such Laws may change. The Borrowers and the Guarantors agree that, following prior notice to and consultation with the Borrowers, the Collateral Agent, upon direction from the Majority Lenders, shall have the right to require that the forms of the Security Documents be amended, restated or supplemented, at the expense of the Borrowers, to reflect any changes in such Laws, whether arising as a result of statutory amendments, court decisions or other similar changes, in order to confer upon the Collateral Agent and the Lenders the Liens intended to be created thereby, in the sole discretion of the Majority Lenders.

9.4 Designation of Subsidiaries

(a) Within forty-five (45) days of the date on which (i) any Person shall become a Subsidiary of a Borrower, unless designated in writing to the Agents as an Unencumbered Subsidiary or Limited Guarantor in compliance with Section

9.4(d), or (ii) any Unencumbered Subsidiary is designated as a Full Guarantor pursuant to Section 9.4(d), the Borrowers shall cause such Person to execute and deliver to Canadian Imperial Bank of Commerce as agent for the Lenders a Guarantee in form and substance satisfactory to the Agents whereby such Person guarantees all present and future Secured Obligations, and to execute and deliver to the Agents such Security Documents as are reasonably required by the Agents (in form and substance similar to the Security Documents previously delivered by Loan Parties in the applicable jurisdiction and otherwise satisfactory to the Agents) to provide the Agents with a first-priority Lien (subject only to Permitted Liens) in all of the present and future Property of such Person.

(b) Within ninety (90) days of the date on which any Person shall be designated as a Limited Guarantor in compliance with Section 9.4(d) (subject to extension in the determination of the Agents, in their sole discretion), the Borrowers shall cause such Person to execute and deliver to Canadian Imperial Bank of Commerce as agent for the Lenders a Guarantee in form and substance satisfactory to the Agents whereby, subject to the Laws of the applicable jurisdiction, such Person guarantees all present and future Secured Obligations, and to execute and deliver to the Agents such Security Documents as are reasonably required by the Agents (in form and substance similar to the Security Documents previously delivered by Loan Parties in the applicable jurisdiction, subject to the Laws of the applicable jurisdiction and otherwise satisfactory to the Majority Lenders, acting reasonably) to provide the Agents with a first-priority Lien (subject only to Permitted Liens) in all of the present and future Property of such Person.

(c) In connection with the execution and delivery of any Guarantee or Security Documents pursuant to this Section 9.4, the Borrowers shall, and the Borrowers shall cause each applicable Loan Party to, deliver to the Agents such corporate resolutions, certificates, legal opinions and such other related documents as shall be reasonably requested by the Agents, and consistent with the relevant forms and types thereof delivered on the Original Closing Date or as shall be otherwise acceptable to the Agents. Each Guarantee and Security Documents delivered pursuant to this Section 9.4 shall constitute a Security Document and shall be deemed to be a Loan Document from and after the date of execution thereof.

(d) The Borrowers may, in a Compliance Certificate or by notice in writing to the Agents, (i) designate a Subsidiary of a Borrower as an Unencumbered Subsidiary or designate any Unencumbered Subsidiary as a Full Guarantor or (subject to the Agent's determination, in the exercise of its reasonable discretion that the criteria for qualification as a Limited Guarantor are met) a Limited Guarantor and (ii) revoke the designation of a Subsidiary as a Guarantor, in each case, for all purposes of this Agreement, effective on the last day of the Financial Quarter during which such Compliance Certificate or notice is given, provided that, in the case of the revocation of a Loan Party as a Guarantor, (A) no Default or Event of Default has occurred and is continuing or would be created thereby (and no Default or Event of Default shall exist as of the effective date of such undesignation), (B) such Subsidiary is not party to any agreement, contract, arrangement or understanding with any Loan Party unless any such agreement, contract, arrangement or understanding would, as of the effective date of such undesignation, be permitted under Section 8.2(g), (C) if any Loan Party will owe Debt to such Subsidiary following the effective date of such undesignation, Section 8.1(n) is complied with, and (D) at the effective time of such undesignation, the Borrowers and the other Loan Parties could make (and will be deemed to have made) an Investment in a Subsidiary which is not a Loan Party in an amount equal to the fair market value of such Subsidiary pursuant to Section 8.2(f). Concurrently with the designation of a Subsidiary of a Borrower as an Unencumbered Subsidiary, any Unencumbered Subsidiary as a Full Guarantor or Limited Guarantor, as applicable, or the revocation of the designation of a Subsidiary as a Guarantor, the Borrowers shall concurrently provide to the Agent a certificate executed by any officer of a Borrower authorized to sign a Compliance Certificate attaching proforma consolidated financial statements of AGI as at the end of the most recently completed Financial Quarter or Financial Year of AGI including/excluding, as the case may be, the Subsidiary as a Loan Party and certifying that the Borrowers will be in compliance with Section 8.3 after giving effect to such revocation or designation, as applicable. Upon any such revocation, any Guarantee or Security Documents provided by such Guarantor to Canadian Imperial Bank of Commerce as agent for the Lenders, or to the Collateral Agent, shall be cancelled, released and, if applicable, returned, by Canadian Imperial Bank of Commerce and the Collateral Agent as soon as reasonably practicable after such revocation.

9.5 Security Effective Notwithstanding Date of Advance

The Liens created under any of the Security Documents shall be effective and the undertakings in the Loan Documents in respect thereto shall be continuing, whether the monies hereby or thereby secured or any part thereof shall be advanced before or after or at the same time as the creation of any such Liens or before or after or upon the date of execution of this Agreement. The security constituted by the Security Documents shall not be affected by any payments on the Secured Obligations, and by the balance of the Secured Obligations fluctuating from time to time, but shall constitute continuing security to the Lenders for the Secured Obligations from time to time.

9.6 Benefit of Security

The benefit of the provisions of the Loan Documents directly relating to the Security shall extend to and be available to any Hedge Banks and Cash Management Banks and the Agents or the Collateral Agent, as applicable, will hold such Security as trustee on behalf of each Hedge Banks and Cash Management Banks in accordance with the provisions of the Loan Documents for any Hedge Banks and Cash Management Banks and will hold and enforce such benefits in accordance with the Loan Documents on behalf of the Hedge Banks and Cash Management Banks as long as, by accepting such benefits, such Hedge Banks and Cash Management Banks agrees, as among the Collateral Agent, the Agent and all the Lenders that such Hedge Banks and Cash Management Banks is bound by (and, if requested by the Collateral Agent or the Agents, as applicable, shall confirm such agreement in a writing in form and substance acceptable to the Collateral Agent or the Agents, as applicable) the Loan Documents, the decisions and actions of the Collateral Agent, the Agents and the Majority Lenders (or, where expressly required by the terms of this Agreement, a greater proportion of the Lenders as required herein) to the same extent a Lender is bound; provided, however, that, notwithstanding the foregoing (a) each of the Collateral Agent, the Agents and the Lenders shall be entitled to act at its sole discretion, without regard to the interest of any Hedge Banks and Cash Management Banks, regardless of whether any Secured Obligation owing to any Hedge Banks and Cash Management Banks remains outstanding, or any Hedge Banks and Cash Management Banks are deprived of the benefit of Collateral, becomes unsecured or is otherwise affected or put in jeopardy thereby, and without any duty or liability to such Hedge Banks and Cash Management Banks or any such obligation owing to a Hedge Banks and Cash Management Banks (and, in particular, the Collateral Agent or the Agents, as applicable, will not be a fiduciary of any Hedge Banks and Cash Management Banks) and (b) no Hedge Banks and Cash Management Banks shall have any right to be notified of, consent to, direct, require or be heard with respect to, any action taken or omitted in respect of the Security or under any Loan Document.

ARTICLE 10
EVENTS OF DEFAULT

10.1 Events of Default

If any of the following events, conditions or circumstances (each an "**Event of Default**") shall occur and be continuing:

(a) a Borrower shall fail to pay any portion of the principal due hereunder on the date when due hereunder;

(b) any Loan Party shall fail to pay any portion of the interest, fees or other amounts due hereunder or under any of the other Loan Documents on the date when due hereunder or thereunder and such failure shall continue for three (3) Business Days after payment of such amount is due;

(c) any representation or warranty or certification made or deemed to be made by any of the Loan Parties (or any director or officer thereof) pursuant to or in connection with any of the Loan Documents shall prove to have been incorrect in any material respect when made or deemed to be made;

(d) the Borrowers shall fail to comply with, perform or observe the financial covenants contained in Section 8.3;

(e) any of the Loan Parties shall fail to perform or observe any other term, covenant or agreement contained in any of the Loan Documents on its part to be performed or observed (other than those referred to in Subsections (a), (b), (c) and (d) of this Section 10.1) and such failure shall remain unremedied for thirty (30) days (a "**Cure Period**") after the earlier of: (i) a Loan Party obtaining actual knowledge of such default; and (ii) the receipt by any Loan Party of written notice of such default from an Agent; provided however, that there shall be no Cure Period for the failure to observe the covenants contained in Section 8.2 hereunder (excluding breaches of 8.2(a), 8.2(f), 8.2(g), 8.2(i), 8.2(j), 8.2(k), 8.2(l), 8.2(m), 8.2(n), 8.2(o), and 8.2(t) which are capable of being cured) and any such failure shall immediately become an Event of Default;

(f) any of the Loan Documents, at any time, is not or ceases to be valid or enforceable in whole or in part, or if any Lien intended to be created by any of the Security Documents is not or ceases to be a valid and perfected Lien having the ranking or priority contemplated thereby in regard to a material portion of the Collateral (other than by reason of a release of Collateral in accordance with the terms hereof or thereof), or if the validity or enforceability of any of the Loan Documents or the validity or perfection of any such Lien shall be contested by any party thereto;

(g) with respect to Debt of the Loan Parties under (i) any Material Debt Agreement or (ii) under any one or more other Debt agreements (other than the Loan Documents) in an aggregate amount in excess of the greater of (A) $25,000,000 and (B) 5.0% of Shareholders Equity (or the Equivalent Amount in another currency) (Debt referred to in (i) and (ii) being collectively "**Designated Debt**"), (x) any Loan Party shall fail to pay any principal, interest or other amount pursuant to the agreements governing such Designated Debt when such amount becomes due and payable (whether by scheduled maturity, required repayment, acceleration, demand or otherwise) and such failure shall continue after any applicable grace period specified in such agreement or agreements; or (y) any other event, condition or circumstance shall occur and shall continue after any applicable grace period specified in the agreements governing any such Designated Debt, if the effect of such event, condition or circumstance is to accelerate the maturity of such Designated Debt or entitle the holders of such Designated Debt to cause the acceleration of the maturity thereof;

(h) if any Loan Party ceases to carry on business generally, except as permitted by this Agreement;

(i) any Loan Party shall: (i) become insolvent or generally not pay its debts as such debts become due; (ii) admit in writing its inability to pay its debts generally or shall make a general assignment for the benefit of creditors; (iii) file a proposal, notice of intention to file a proposal or plan of compromise or arrangement under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors; (iv) institute or have instituted against it any proceeding seeking (x) to adjudicate it a bankrupt or insolvent, (y) any dissolution, liquidation, winding-up, reorganization, restructuring, going concern sale, arrangement, adjustment, protection, relief or composition of it or its debts under any Law relating to bankruptcy, insolvency or reorganization or relief of debtors, except in connection with a permitted intercompany reorganization that does not consist of or include the conversion or compromise of debt owed by any Loan Party to any person acting at arm's length and that does not have any detrimental effect on the security position of the Lenders, or (z) the entry of an order for relief or the appointment of a Receiver, interim receiver, Receiver and manager, assignee, liquidator, sequestrator, trustee or other similar official for it or for any substantial part of its Property, and in the case of any such proceeding instituted against it (but not instituted by it), it shall not be dismissed or stayed within thirty (30) days of its commencement or issuance or any of the actions sought in such proceeding (including the entry of an order for relief against it or the appointment of a Receiver, trustee, custodian or other similar official for it or for any substantial part of its Property) shall occur; or (v) take any corporate action to authorize, consent to or support any other person in seeking any of the foregoing actions;

(j) any event occurs with respect to any Loan Party which under the laws of any jurisdiction is analogous to any of the events described in Section 10.1(i), provided that the applicable grace period, if any, which shall apply shall be the one applicable to the relevant proceeding which most closely corresponds to the proceeding described in Section 10.1(i);

(k) any secured creditor, encumbrancer or lienor, or any trustee, receiver, receiver and manager, agent, bailiff or other similar official appointed by or acting for any secured creditor, encumbrancer or lienor, takes possession of, or forecloses or retains, or sells or otherwise disposes of, or otherwise proceeds to enforce security over all or any substantial part of the Property of any Loan Party or delivers a notice of intention to enforce its interests over all or any significant part of the Property of any Loan Party pursuant to any Law relating to bankruptcy, insolvency, reorganization or relief of debtors, or the enforcement of security interests, liens or encumbrances;

(l) any one or more final judgments, orders or awards for the payment of money aggregating in excess of the greater of (1) C$25,000,000 (or the Equivalent Amount in the currency of payment) and (2) 5.0% of Shareholders Equity (or the Equivalent Amount in the currency of payment) are rendered against one or more of AGI and its Subsidiaries and which judgments are not, within 30 days after entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within 30 days after the expiration of such stay;

(m) there is an Impermissible Qualification in the audited financial statements of AGI in respect of any Financial Year;

(n) the occurrence of a Change of Control;

(o) the loss, suspension or failure to renew any Material Permit the effect of which is to prohibit or otherwise restrict any Loan Party from conducting all or a material part of the Business;

(p) the loss, suspension or failure to renew any Material Agreement (other than a Material Debt Agreement) provided that, if such event has not resulted in a Material Adverse Effect, the Loan Parties will have 30 days following such event to cure such event or enter into a replacement Material Agreement on a substantially similar terms or otherwise in form and substance satisfactory to the Agents and the Majority Lenders;

(q) the occurrence of a Material Adverse Effect;

(r) any Loan Party shall attempt to rescind, revoke or disaffirm any Loan Document to which it is party, with respect to future transaction or otherwise; or

(s) (1) any U.S. Plan shall fail to satisfy the minimum funding standards of ERISA or the Code for any plan year or part thereof (without regard to whether a waiver of such standards or extension of any amortization period is sought or granted under Section 412 of the Code), any of which failure individually or in the aggregate exceeds the greater of (i) $25,000,000 and (ii) 5.0% of Shareholders Equity, (2) a notice of intent to terminate any U.S. Plan subject to Title IV of ERISA shall have been or is reasonably expected to be filed with the PBGC or the PBGC shall have instituted proceedings under ERISA section 4042 to terminate or appoint a trustee to administer any such U.S. Plan or the PBGC shall have notified any of the Borrowers or any ERISA Affiliate that such a U.S. Plan may become a subject of any such proceedings, (3) the aggregate "amount of unfunded benefit liabilities" (within the meaning of section 4001(a)(18) of ERISA) under all U.S. Plans, subject to Title IV of ERISA, determined in accordance with Title IV of ERISA as if such U.S. Plan then terminated, shall exceed the greater of (i) $25,000,000 and (ii) 5.0% of Shareholders Equity, (4) any of the Borrowers or any ERISA Affiliate shall have incurred or is reasonably expected to incur any liability or obligation pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to any U.S. Plan or Multiemployer Plan, (5) either of the Borrowers or any ERISA Affiliate withdraws from any Multiemployer Plan, (6) any of the Borrowers or any of their respective Subsidiaries establishes or amends any Welfare Plan that provides post-employment welfare benefits in a manner that would increase the liability of such Borrowers or any such Subsidiaries thereunder, or (7) the institution of any steps to terminate a U.S. Plan subject to Title IV or ERISA if as a result of such termination, any Borrower is or could be required to incur a liability or obligation to such U.S. Plan; and any such event or events described in clauses (2), (3), (4), (5), (6) and (7) above, either individually or together with any other such event or events, could reasonably be expected to have a Material Adverse Effect.

then, in any such event, the applicable Agent shall by written notice to the Borrowers: (i) if so instructed by the Majority Lenders at any time, terminate the obligation of the Lenders or any one or more of them to make Accommodations under the Credit Facilities; and/or (ii) if so instructed by the Majority Lenders at any time, demand repayment of all indebtedness of any one or more of the Borrowers to the Lenders under the Credit Facilities, whereupon the principal amount of all outstanding Advances, the Face Amount of all outstanding Letters of Credit then outstanding, all interest accrued thereunder, and, in the case of a CORRA Advance, a SOFR Advance or a EURIBOR Advance, all losses, costs and expenses in respect of such CORRA Advance, SOFR Advance or EURIBOR Advance for which a Borrower is responsible pursuant to Section 11.11, and all fees and other amounts payable hereunder shall become forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrowers (with the Face Amount of all such Letters of Credit to be applied in accordance with Section 5.7); and/or (iii) if so instructed by the Majority Lenders at any time, enforce the Liens constituted by the Security Documents and any other security now or hereafter held by the Lenders; provided, however, that upon any Event of Default specified in Section 10.1(i), the obligation of the Lenders or any one or more of them to make Accommodations hereunder shall automatically terminate and the principal amount of all outstanding Accommodations and all interest accrued hereunder, and all fees and other amounts payable under this Agreement shall automatically become forthwith due and payable, without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Borrowers and the Guarantors.

10.2 Expense of Agents and Lenders

Upon the occurrence of any Event of Default which has not been waived and is continuing, the Agents may take any action they consider advisable, acting reasonably, to remedy the effect of such Event of Default. All reasonable expenses, costs and charges incurred by or on behalf of the Agents in connection with: (i) any remedial action taken pursuant to this Section; (ii) any obligation of the Loan Parties to any one or more of the Lenders hereunder or under any other Loan Document; or (iii) the realization of the Collateral, including all reasonable fees, court costs, Receiver's or agent's remuneration and other expenses of taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment of the Collateral, in all cases shall be added to and form a part of the Secured Obligations.

10.3 Right to Combine and Set Off

Upon the occurrence and during the continuance of any Event of Default, the Canadian Agent, the U.S. Agent or any one or more of the Lenders is hereby authorized at any time and from time to time, to the fullest extent permitted by Law, to combine, set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Canadian Agent, the U.S. Agent or such Lender to or for the credit or the account of the Borrower and/or the Guarantors with or against any and all of the obligations of the Borrower and/or the Guarantors now or hereafter existing under any of the Loan Documents, irrespective of whether or not the Canadian Agent, the U.S. Agent or the Lenders shall have made any demand under any of the Loan Documents and although such obligations may be unmatured. The Canadian Agent, the U.S. Agent or such Lender agrees promptly to notify the Borrower and/or the Guarantors after any such combination or set off and application made by the Canadian Agent, the U.S. Agent or such Lender; provided that the failure to give such notice shall not affect the validity of such combination or set off and application. The rights of the Canadian Agent, the U.S. Agent and the Lenders under this Section are in addition to other rights and remedies (including other rights of combination and set off) which the Canadian Agent, the U.S. Agent and the Lenders may have. Each Lender agrees that if it shall, by exercising any right of set-off or counterclaim or otherwise receive payment of a proportion of the aggregate amount of principal and interest then due and payable with respect to any Accommodation which is greater than the proportion received by any other Lender in respect of the aggregate amount of principal and interest then due and payable to such other Lender with respect to such Accommodation, the Lender receiving such proportionately greater payment shall purchase such participations in the Accommodation held by the other Lenders, and such other adjustments shall be made, as may be required so that all such payments of principal and interest with respect to the Accommodation held by the Lenders shall be shared by the Lenders *pro rata*. Notwithstanding anything contained herein to the contrary, each Lender or Affiliate of a Lender may exercise set-off with respect to any obligations owing by it as a Hedge Bank or Cash Management Bank to any Loan Party against any Secured Obligations owing to it as a Lender or as a Hedge Bank or Cash Management Bank.

10.4 Saving

The Lenders will not be under any obligation to the Borrowers or any other Person to realize any Collateral or enforce the Security or any part thereof or to allow any of the Collateral to be sold, dealt with or otherwise disposed of. Except by reason of applicable Law, the Lenders will not be responsible or liable to the Loan Parties or any other Person for any loss or damage upon the realization or enforcement of, or the failure to realize or enforce the Collateral or any part thereof or the failure to allow any of the Collateral to be sold, dealt with or otherwise disposed of or for any act or omission on their respective parts or on the part of any director, officer, agent, servant or adviser in connection with any of the foregoing, except that a Lender may be responsible or liable for any loss or damage arising from the wilful misconduct or negligence of that Lender.

10.5 Remedies Cumulative

The remedies provided for in this Agreement and each other Loan Document are cumulative and do not exclude any other right or remedy provided by Law.

ARTICLE 11
PAYMENTS, COMPUTATIONS AND INDEMNITIES

11.1 Timing of Payments under this Agreement, etc.

(a) Unless otherwise expressly provided in this Agreement, each of the Borrowers shall make any payment required to be made by it to the applicable Agent by depositing the amount of such payment in the Canadian Agent's Account or the U.S. Agent's Account, as applicable, not later than 11:00 a.m. (Toronto time) on the date such payment is due. Each Borrower hereby authorizes such Agent if and to the extent a payment owed to such Agent by the Borrower is not made when due hereunder, to charge from time to time against the Borrower's accounts with the Agent any amount so due.

(b) Unless otherwise expressly provided in this Agreement, each Lender shall make any payment required to be made by it to the applicable Agent hereunder by depositing the amount of such payment in the Canadian Agent's Account or the U.S. Agent's Account, as applicable, not later than 1:00 p.m. (Toronto time) on the date such payment is due.

(c) Unless otherwise expressly provided in this Agreement, the applicable Agent shall make any Accommodation or other payment to a Borrower hereunder by crediting or causing the crediting of the Borrower's Canadian Dollar Account, the Borrower's U.S. Dollar Account, or the Borrower's Euro Account as applicable, with the amount of such Accommodation on the date such Accommodation is to be made.

11.2 Payments on Non-Business Days

Whenever any payment hereunder shall be stated to be due on a day other than a Business Day at the place of payment, such payment shall be made on the next succeeding Business Day, and such extension of time shall in such case be included in the computation of interest or fees, as the case may be. If any such extension would cause payment of interest on a CORRA Advance, SOFR Advance or EURIBOR Advance to be made in the next following calendar month, such payment shall be made on the last preceding Business Day.

11.3 Overdue Amounts

All amounts owed by a Borrower or a Guarantor to the Canadian Agent, the U.S. Agent or any of the Lenders which are not paid when due (whether at stated maturity, on demand, by acceleration or otherwise) shall bear interest (both before and after judgment), from the date on which such amount is due until such amount is paid in full, payable on demand, at a rate per annum equal at all times: (i) in the case of amounts payable in Canadian Dollars or any other currency other than U.S. Dollars and Euros, to the rate per annum payable in respect of Prime Rate Advances; (ii) in the case of amounts payable in U.S. Dollars, to the rate per annum payable in respect of U.S. Prime Rate and U.S. Base Rate Advances; and (iii) in the case of amounts payable in Euros, to the rate per annum payable in respect of EURIBOR Advances, as applicable.

11.4 Application of Payments, Repayments and Prepayments

All amounts received by an Agent or any one or more of the Lenders from or on behalf of the Borrower, including a realization on the Security Documents, and not previously applied pursuant to this Agreement shall be applied by the Agents as follows or as the Agents and the Majority Lenders may agree:

(a) first, in reduction of a Borrower's obligation to pay any fees which are due and owing to an Agent or the Collateral Agent and any costs, expenses, reimbursable amounts or Losses which are due and owing to an Agent or the Collateral Agent;

(b) second, in reduction of the Borrower's obligation to pay any unpaid interest accrued on the principal amount of Advances and Swing Line Loans or on any other amount owing hereunder or under Secured Hedging Transactions;

(c) third, in reduction of the Borrower's obligation to pay any fees which are due and owing to the Lenders, and any costs, expenses or Losses which are due and owing to the Lenders;

(d) fourth, in reduction of the Borrower's obligation to pay any amounts due and owing on account of Outstandings, Secured Hedging Transactions and Secured Cash Management Agreements, all on a *pari passu* basis;

(e) fifth, in reduction of any other obligation of such Borrower under this Agreement, the Loan Documents, Secured Hedging Transactions and Secured Cash Management Agreements, all on a *pari passu* basis;

(f) sixth, in reduction of any other amounts owing to the Canadian Agent, the U.S. Agent or the Lenders; and

(g) seventh, to the Borrower or such other Persons as may lawfully be entitled to the remainder, or as any court of competent jurisdiction may otherwise direct.

11.5 Computations of Interest and Fees

(a) All computations of interest shall be made by the Canadian Agent and by the U.S. Agent according to its daily practice, taking into account the actual number of days occurring in the period for which such interest is payable pursuant to Section 3.3 and: (i) if based on the Prime Rate, Daily Compounded CORRA, Term CORRA, U.S. Prime Rate or U.S. Base Rate, on the basis of a year of three hundred and sixty five (365) days; and (ii) if based on SOFR or EURIBOR, on the basis of a year of three hundred and sixty (360) days.

(b) Except as otherwise provided in this Agreement, all computations of fees shall be made by the Canadian Agent and the U.S. Agent on the basis of a year of three hundred and sixty-five (365) days, taking into account the actual number of days (including the first day but excluding the last day) occurring in the period for which such fees are payable.

(c) Notwithstanding any provision to the contrary contained in this Agreement, in no event shall the aggregate "interest" (as defined in Section 347 of the *Criminal Code* (Canada), as the same may be amended, replaced or re-enacted from time to time) payable under this Agreement exceed the maximum amount of interest on the "credit advanced" (as defined in that Section) under this Agreement lawfully permitted under that Section and, if any payment, collection or demand pursuant to this Agreement in respect of "interest" (as defined in that Section) is determined to be contrary to the provisions of that Section, such payment, collection or demand shall be deemed to have been made by mutual mistake of the Borrower and the Canadian Agent or the U.S. Agent, as the case may be, and the Lenders and the amount of such payment or collection shall be refunded to the Borrower. For purposes of this Agreement, the effective annual rate of interest shall be determined in accordance with generally accepted actuarial practices and principles over the term that the relevant Credit Facilities are outstanding on the basis of annual compounding of the lawfully permitted rate of interest and, in the event of any dispute, a certificate of a Fellow of the Canadian Institute of

Actuaries appointed by the Canadian Agent or by the U.S. Agent will be conclusive for the purposes of such determination.

(d) Each determination by the Canadian Agent or the U.S. Agent of any amount payable hereunder by the Borrower shall be conclusive evidence of the amount payable for all purposes, absent manifest error.

11.6 Costs and Expenses

The Borrowers shall pay, whether or not the transactions hereby contemplated are consummated, all reasonable costs and expenses contemplated by the Loan Documents, including administration fees, if any, agreed to from time to time by the Borrowers, and reasonable legal fees and expenses of the Canadian Agent, the U.S. Agent, the Collateral Agent and the Lenders and, following the occurrence of an Event of Default, such separate legal counsel as may be retained by any Lender, on a solicitor and his own client basis, incurred in connection with its due diligence conducted in respect of the Loan Parties and the preparation, execution, delivery, registration, filing, recording or enforcement of, and refinancing, renegotiation, waiver, amendment or restructuring, or ongoing administration of the Credit Facilities and of the Loan Documents (including the maintenance of the Liens provided for therein and all future registrations, filings, recordings and other actions in connection therewith) or syndicating or assigning the Credit Facilities.

11.7 Indemnity for Change in Circumstances

If with respect to the Canadian Agent, the U.S. Agent or any of the Lenders: (a) any Change in Law, or any change in the interpretation or application by any Governmental Entity of any Law occurring or becoming effective after the date hereof; or (b) any compliance by such Lender with any direction, request or requirement (whether or not having the force of Law) of any Governmental Entity made or becoming effective after the date hereof, in either case shall have the effect of causing Loss to the Canadian Agent, the U.S. Agent or such Lender by:

(i) increasing the cost to such Lender of performing its obligations under this Agreement or in respect of any Accommodation (including the costs of maintaining any capital, reserve or special deposit requirements in connection therewith);

(ii) requiring the Canadian Agent, the U.S. Agent or any of the Lenders to maintain or allocate any capital or additional capital or affecting its allocation of capital in respect of its obligations under this Agreement or in respect of any Accommodation;

(iii) reducing any amount payable to the Canadian Agent, the U.S. Agent or any of the Lenders under this Agreement or in respect of any Accommodation by any amount it deems material (other than a reduction resulting from a higher rate of income tax or other special tax relating to the Canadian Agent, the U.S. Agent or such Lender's income in general); or

(iv) causing the Canadian Agent, the U.S. Agent or any of the Lenders to make any payment or to forego any return on, or calculated by reference to, any amount received or receivable by the Canadian Agent, the U.S. Agent or any of the Lenders under this Agreement in respect of any Accommodation,

then the Canadian Agent and/or the U.S. Agent may give notice to the Borrowers specifying the nature of the event giving rise to such Loss and the Borrowers shall, on demand, pay such amounts as the Agent or Agents may specify to be necessary to compensate the Agent or Agents or any of the Lenders for any such Loss. A certificate as to the amount of any such Loss, submitted in good faith by any Agent to the Borrowers shall be *prima facie* evidence of the amount of such Loss for all purposes absent manifest error. Notwithstanding the foregoing, the Borrowers will not be liable to compensate a Lender (or its holding company) for any such Loss if such compensation is not being claimed as a general practice from customers of such Lender (or its holding company) who by agreement are liable to pay such or similar compensation or if such compensation is in respect of a period more than 90 days prior to the Lender becoming aware of the circumstances giving rise to such Loss.

11.8 Taxes

(a) All payments to be made to a Recipient pursuant to the Loan Documents shall be made free and clear of, and without deduction or withholding for or on account of, any Taxes, except as required by applicable Law. If any applicable Law requires the deduction or withholding of any Indemnified Tax from any interest or other amount payable to a Recipient under any Loan Document, the amount so payable to the Recipient shall be increased to the extent necessary so that after such deduction or withholding has been made, the Recipient receives an amount equal to the sum it would have received had no deduction or withholding on account of Indemnified Taxes been made.

(b) Without limiting the provisions of Section 11.8(a), the Borrowers shall indemnify each Recipient, and shall make payment in respect thereof within 15 days after written demand therefor, for the full amount of Indemnified Taxes (including Taxes imposed or asserted on or attributable to amounts payable under this Section 11.8) payable or paid by the Recipient and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Entity. A certificate as to the amount of any such payment or liability for Taxes (along with a written statement setting forth in reasonable detail the basis and calculation of such amounts) delivered to the Borrower by such Recipient, or by the Agents on its own behalf or on behalf of the Recipient, shall be conclusive absent manifest error. If the Borrowers reasonably believe that any such Taxes were not correctly or legally asserted, the Agents and/or each affected Recipient will use reasonable efforts to cooperate with the Borrowers in pursuing a refund of such Taxes so long as such efforts would not, in the reasonable determination of the Agents or affected Recipient, result in any additional costs, expenses or risks or be otherwise disadvantageous to it.

(c) Without limiting the provisions of Sections 11.8(a) or 11.8(b), the Borrowers shall timely pay any present or future stamp, registration, court or documentary Taxes or any other excise, property, intangible, mortgage recording, filing or similar Taxes, charges or levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery, performance, enforcement or registration of, or otherwise in respect of, this Agreement or any other Loan Document to the relevant Governmental Entity in accordance with applicable Law or timely reimburse the Agents or any Recipient for the payment of any such Taxes.

(d) If a Borrower determines in good faith that a reasonable basis exists for contesting any Taxes for which a payment has been made under this Section 11.8, the applicable Recipient shall, if so requested by the Borrowers, cooperate with the Borrowers in challenging such Taxes at the Borrower's expense. If the Recipient receives a refund of, or credit for, Taxes for which a payment has been made by the Borrowers under this Section 11.8, which refund or credit in the good faith judgment of the Recipient is attributable to the Taxes giving rise to such payment made by the Borrower, then the Recipient shall reimburse the Borrower for such amount (if any, but not exceeding the amount of any payment made under this Section 11.8 that gives rise to such refund or credit), net of out-of-pocket expenses (including Taxes) of the Recipient, which the Recipient determines in its reasonable discretion will leave it, after such reimbursement, in no worse position than it would have been in if such Taxes had not been exigible. The Borrowers, upon the request of the applicable Recipient, agrees to repay the Recipient any portion of any such refund or credit paid over to the Borrowers that the Recipient is required to repay to the relevant Governmental Entity and agrees to pay any interest, penalties or other charges paid by the Recipient as a result of or related to such payment to such Governmental Entity. No Recipient shall be under any obligation to arrange its tax affairs in any particular manner so as to claim any refund or credit. No Recipient shall be obliged to disclose any information regarding its affairs or computations to the Borrowers or any other Person in connection with this Section 11.8.

(e) If a payment made to a Recipient under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Recipient were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Recipient shall deliver to such Borrower and the Agents at the time or times prescribed by law and at such time or times reasonably requested by such Borrower or any Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by such Borrower or any Agent as may be necessary for such Borrower and the Agents to comply with their obligations under FATCA and to determine that such Recipient has complied with such Recipient's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 11.8(e), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(f) Any Recipient that is entitled to an exemption from or a reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to the Borrowers and the Agents at the time or times reasonably requested by the Borrowers or the Agents, such properly completed and executed documentation prescribed by any applicable Law or reasonably requested by the Borrowers or the Agents (including completed copies of CRA Forms NR301-303, as applicable, including supporting worksheets) as will permit such payments to be made without withholding or at a reduced rate of withholding. Notwithstanding anything to the contrary in this Section 11.8(f), the completion, execution and submission of such documentation shall not be required if in the Recipient's reasonable judgment such completion, execution or submission would subject such Recipient to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Recipient.

11.9 Illegality

If the introduction of or change to any present or future applicable Law, or any change in the interpretation or application thereof by any Governmental Entity, shall make it unlawful for any Lender to make or maintain any Accommodation or any relevant portion thereof or to give effect to its obligations in respect of such Accommodation as contemplated hereby, as determined by such Lender acting reasonably, such Lender may, by notice to the Borrowers and to the Agents, declare that its obligations hereunder in respect of such Accommodation shall be terminated, and thereupon the Borrowers shall either effect a conversion of such Accommodation (if such conversion would eliminate such unlawfulness) or prepay to such Lender within the time required by such applicable Law (or at the end of such longer period to which the Lender shall in its discretion have agreed) all of the Obligations to such Lender in respect of such Accommodation. Such Lender's Individual Commitment so required to be prepaid shall be correspondingly permanently reduced or terminated (as the case may be) on the giving of such notice (and, for greater certainty, no other Lender shall be responsible therefor) and the Commitments shall be reduced by the amount and at the time of any prepayments so required to be made, unless the Borrowers shall propose Replacement Lenders which, if acceptable to the Agents and the Issuing Lenders, would be prepared to accept an assignment of the Accommodations of the Lender and to assume its Individual Commitment and other obligations hereunder, in which event the Lender shall no later than 30 days thereafter assign its rights and obligations to the Replacement Lender for a price equal to the principal amount of the Accommodations of the Lender then outstanding plus accrued interest on the principal amount and all other amounts payable in respect of all outstanding Accommodations and all fees and all other amounts payable hereunder to the Lender to the date of such assignment, payable in cash against receipt of such assignment. If there are any types of Accommodations hereunder that are not so affected, the Borrower may convert the Accommodations which are affected into one of the types of Accommodations that are not affected.

11.10 Indemnity for Transactional and Environmental Liability

(a) The Borrowers hereby agree to indemnify, exonerate and hold each of the Canadian Agent, the U.S. Agent and the Lenders (including any Swing Line Lender), and their officers, directors, employees, agents and other representatives (collectively in this Section 11.10, the "**Indemnified Parties**") free and harmless from and against any and all claims, demands, actions, causes of action, suits, losses, costs (including all documentary, recording, filing, mortgage or stamp taxes or duties), charges, liabilities and damages, and expenses in connection therewith (irrespective of whether such Indemnified Party is a party to the action for which such indemnification hereunder is sought), and including reasonable legal fees and disbursements (collectively, in this Section 11.10, the "**Indemnified Liabilities**") paid, incurred or suffered by, or asserted against, the Indemnified Parties or any of them or, with respect to, or as a direct or indirect result of: (i) any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of any Accommodations obtained hereunder; or (ii) the execution, delivery, performance or enforcement of this Agreement or any other Loan Document, except for such Indemnified Liabilities that a court of competent jurisdiction determines or rules to be on account of the relevant Indemnified Party's gross negligence or wilful misconduct.

(b) The Borrowers hereby further agree to indemnify, exonerate and hold the Indemnified Parties free and harmless from and against any and all Indemnified Liabilities paid, incurred or suffered by, or asserted against, the Indemnified Parties or any of them for, with respect to, or as a direct or indirect result of any Environmental Liabilities and Costs.

(c) All obligations provided for in this Section 11.10 shall not be reduced or impaired by any investigation made by or on behalf of the Canadian Agent, the U.S. Agent or any of the Lenders.

(d) The Borrowers hereby agree that, for the purposes of effectively allocating the risk of loss placed on the Borrower by this Section 11.10, the Agent and each of the Lenders shall be deemed to be acting as the agent or trustee on behalf of and for the benefit of its respective officers, directors and agents.

(e) If, for any reason, the obligations of the Borrowers pursuant to this Section 11.10 shall be unenforceable, the Borrowers agree to make the maximum contribution to the payment and satisfaction of each obligation that is permissible under Law, except to the extent that a court of competent jurisdiction determines such obligations arose on account of the gross negligence or wilful misconduct of any Indemnified Party.

11.11 Indemnity Relating to Accommodations

Upon notice from the Canadian Agent or the U.S. Agent, as the case may be, on behalf of the Majority Lenders, to the Borrowers (which notice shall be accompanied by a detailed calculation of the amount to be paid by the Borrowers), the Borrowers shall pay to the Canadian Agent, the U.S. Agent or the Lenders such amount or amounts as will compensate the Canadian Agent, the U.S. Agent or the Lenders for any Loss, cost or expense incurred by them: (i) in the liquidation or redeposit of any funds acquired by the Lenders to fund or maintain any portion of an Advance, or any swap breakage costs relating thereto, as a result of (A) the failure of the Borrowers to borrow or make repayment on the date specified in this Agreement or in any notice from the Borrowers to an Agent; or (B) the repayment or prepayment of any amounts on a day other than the payment dates prescribed herein (including as specified in Section 2.8); (ii) a Borrower's failure to give any notice or make any other payment required to be given by it to the Agents or Lenders hereunder as a result of the breach by any Loan Party in the performance of any of the Loan Documents; or (iii) with respect to any Secured Hedging Transaction, arising from any Claim, and including legal fees and disbursements, by the Borrower hereunder or and/or any other Loan Documents in respect of such Secured Hedging Transaction.

11.12 Judgment Currency

(a) If, for the purposes of obtaining judgment in any court, it is necessary to convert any sum due, or owing hereunder or under any other Loan Document, to an Agent or any one or more of the Lenders in any currency (the "**Original Currency**") into another currency (the "**Other Currency**"), the parties hereto agree, to the fullest extent that they may effectively do so, that the rate of exchange used shall be that at which in accordance with normal banking procedures the Canadian Agent or the U.S. Agent, as the case may be, could purchase the Original Currency with the Other Currency on the Business Day preceding that on which final judgment is granted.

(b) The obligations of the Borrowers or Guarantor in respect of any sum due in the Original Currency from it to the Canadian Agent, the U.S. Agent or any one or more of the Lenders under any of the Loan Documents shall, notwithstanding any judgment in any Other Currency, be discharged only to the extent that on the Business Day following receipt by the Canadian Agent or the U.S. Agent of any sum adjudged to be so due or owing in such Other Currency, the Canadian Agent or the U.S. Agent may in accordance with normal banking procedures purchase the Original Currency with such Other Currency. If the amount of the Original Currency so purchased is less than the sum originally due or owing to the Agent or any one or more of the Lenders in the Original Currency, the Borrowers or Guarantor shall, as a separate obligation and notwithstanding any such judgment, indemnify the Agent or such Lender, as applicable, against such Loss, and if the amount of the Original Currency so purchased exceeds the sum originally due or owing to the Lender in the Original Currency, the Agent or such Lender shall remit such excess to the Borrowers or Guarantor.

11.13 Survival of Indemnities; Contribution

(a) The provisions of Sections 11.6, 11.7, 11.8, 11.9, 11.10, 11.11, 11.12, 13.28 and this Section 11.13 shall survive the termination of this Agreement and the repayment of all amounts owing pursuant to the Loan Documents.

(b) If any provision in any of the Loan Documents providing for indemnification by the Borrowers or any of the Guarantors (the "**Indemnitor**") in favour of the Canadian Agent, the U.S. Agent or any of the Lenders or any of the Indemnified Parties (as defined in Section 11.10) (the "**Indemnitee**") is found by reason of the occurrence of an event, other than the gross negligence or wilful misconduct of the Indemnitee, to be unenforceable by a court of competent jurisdiction in a final judgment that has become non-appealable, then the Indemnitor shall contribute to the amount paid or payable by the Indemnitee which is subject to the indemnification provision in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Indemnitee on the other hand but also the relative fault of the Indemnitor and the Indemnitee. The rights of contribution herein provided shall be in addition to and not in derogation of any other right to contribution which the Indemnitee may have under this Agreement or applicable Laws.

11.14 Defaulting Lenders

Notwithstanding any provision of this Agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender:

(a) the Commitment Fees payable pursuant to Section 2.9 shall cease to accrue on the unused portion of the Commitments of such Defaulting Lender;

(b) such Defaulting Lender shall not be included in determining whether, and the Individual Commitment and the Pro Rata Share of the aggregate principal amount of such Defaulting Lender under the Credit Facilities 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 13.14), provided that any waiver, amendment or modification requiring the consent of all Lenders that affects such Defaulting Lender differently than other Lenders shall require the consent of such Defaulting Lender;

(c) the Agents may require such Defaulting Lender to pay to the Agents for deposit into an escrow account maintained by and in the name of an Agent an amount equal to such Defaulting Lender's maximum contingent obligations hereunder to the Agents and the Issuing Lenders; and

(d) the Agents may withhold any payments owing to such Defaulting Lender for set-off against such Defaulting Lender's existing or reasonably foreseeable future obligations hereunder.

For the avoidance of doubt, the Borrowers shall retain and reserve their other rights and remedies under Law respecting each Defaulting Lender.

11.15 Joint and Several Liability

The obligations of the Borrowers under this Agreement and pursuant to any agreement arising out of or pertaining to this Agreement shall be joint and several.

11.16 European Union Bail-In Action

Notwithstanding anything to the contrary in this Agreement, any other Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of the Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-in Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of the Resolution Authority.

ARTICLE 12
GENERAL PROVISIONS

12.1 Notices

(a) Subject to Section 12.1(b), all notices provided for in this Agreement or in the Loan Documents shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by facsimile, charges prepaid, at or to the applicable addresses or facsimile numbers, as the case may be, set opposite the party's name in the signature pages to this Agreement (or with respect to any Assignee pursuant to Section 12.8, to the address or facsimile number provided by such Assignee to the Borrowers and the Agent in connection with the applicable assignment to such Assignee) or at or to such other address or addresses or facsimile number or numbers as any party hereto may from time to time designate to the other parties in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery. Any communication which is transmitted by facsimile as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of transmission.

(b) Notices and other communications to the Agents and the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Agents, provided that the foregoing shall not apply to notices to any Lender of Accommodations to be made if such Lender has notified the Agents that it is incapable of receiving notices under this clause by electronic communication. The Agents or the Borrowers may, in their discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by them, provided that approval of such procedures may be limited to particular notices or communications. Unless the Agents otherwise prescribe, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing subsection (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Each Borrowing Notice and Repayment Notice shall be irrevocable and binding on the Borrower. With respect to any Borrowing Notice, an Agent may act upon the basis of telephonic notice believed by it in good faith to be from a Borrower prior to receipt of a Borrowing Notice. In the event of conflict between the records of the Canadian Agent or the U.S. Agent of the applicable terms of any Accommodation and such Borrowing Notice, the Canadian Agent's records shall prevail and the Borrowers hereby irrevocably waive their rights, if any, to dispute the terms of such Accommodation absent manifest error.

12.2 Public Announcements and Exchange of Information

Except as required by Law or by any stock exchange, or as otherwise provided in Section 12.17, none of the parties hereto shall issue any press release or make any other public statement or announcement relating to the Canadian Agent, the U.S. Agent or any of the Lenders or to the terms and conditions of the financing contemplated hereby, without obtaining the prior written approval of the other parties hereto to the contents and the manner of presentation and publication thereof. To the extent that any Loan Party is required by law or regulation to make any document public, prior to publication or dissemination in any way, information shall in accordance with customary practice be redacted from any such documents as authorized by the Board of Directors of AGI.

12.3 Time of the Essence

Time shall be of the essence of this Agreement.

12.4 Third Party Beneficiaries

Each party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person, other than the parties hereto and the Persons contemplated in Section 11.10 or Section 12.8, and no Person, other than the parties hereto and the Persons contemplated in Section 11.10 or Section 12.8, shall be entitled to rely on the provisions hereof in any action, suit, proceeding, hearing or other forum.

12.5 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and any Person becoming a party to this Agreement through the procedure set out in Section 12.8. This Agreement shall be binding upon and enure to the benefit of any successors and permitted assigns.

12.6 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Electronically transmitted signatures may be relied upon as if they were originals.

12.7 Knowledge

Where any representation or warranty contained in this Agreement or any Loan Document is expressly qualified by reference to the knowledge of a Loan Party, or where any other reference is made herein or in any Loan Document to the knowledge of a Loan Party, it shall be deemed to refer to the knowledge of such Loan Party and its Subsidiaries after appropriate inquiry. Each of the Borrowers confirms that it has made due and diligent inquiry of those of its officers, senior employees, consultants and agents (including appropriate officers, senior employees, consultants and agents of the other Loan Parties) as it considers necessary as to the matters that are the subject of such representations, warranties or references.

12.8 Assignments and Participations

(a) Except as provided by Section 8.2(e), none of the rights or obligations hereunder shall be assignable or transferable by the Borrowers or the Guarantors.

(b) Upon prior written notice to the Agents and the Borrowers, a Lender may assign all or any part of its interest in the Credit Facilities to one or more Persons (other than (i) a natural Person, (ii) a Loan Party or any Affiliate thereof, or (iii) a Defaulting Lender) (each an "**Assignee**"), provided that:

(i) so long as no Event of Default has occurred and is continuing, any such assignment shall be for a minimum Commitment of $5,000,000 unless the proposed Assignee is an existing Lender;

(ii) such assignment must be approved by each of the Agents, the Issuing Lenders and Swing Line Lenders (such approval not to be unreasonably withheld or delayed) unless the proposed Assignee is an existing Lender;

(iii) any such assignment must be of an identical Pro Rata Share of each Credit Facility and each Tranche thereof, such that the Assignee (including any Affiliate of an Assignee) has an equal Commitment under each Credit Facility and each Tranche thereof after giving effect thereto;

(iv) such assignment must be approved by the Borrower (such approval not to be unreasonably withheld or delayed) unless (i) the proposed Assignee is an existing Lender, an Affiliate of a Lender (provided such Lender remains liable for the obligations thereunder) or an Approved Fund, or (ii) an Event of Default has occurred and is continuing; and

(v) such Lender shall deliver to the Borrowers and the Agents an Assignment Agreement by which the proposed Assignee assumes the obligations and agrees to be bound by all the terms and conditions of this Agreement, all as if the Assignee had been an original party and, if not a Lender, shall deliver to the Agents an administrative questionnaire in a form supplied by the Agents.

Upon receipt by the Agents of a processing fee of C$[redacted] from the assignor with respect to such assignment (other than upon an assignment (i) to an Affiliate of such Lender, (ii) to another Lender, or (iii) by an Agent or any of its Affiliates) and satisfaction of the other conditions set out above, the assigning Lender and the Borrowers shall be released from their respective obligations under this Agreement (to the extent of such assignment and assumption) and shall have no liability or obligations to each other to such extent except in respect of matters arising prior to the assignment. The Assignee shall have the same rights and benefits and be subject to the same limitations under the Loan Documents as it would have if it was a Lender.

(c) Any assignment pursuant to this Section 12.8 will not constitute a repayment by a Borrower to the assigning Lender of any Accommodation, nor a new Accommodation to a Borrower by such Lender or by the Assignee, as the case may be, and the parties acknowledge that the Borrowers' obligations with respect to any such Accommodation will continue and will not constitute new obligations.

(d) Upon an assignment by a Lender pursuant to this Section 12.8 becoming effective, Schedule "A" hereto shall be deemed to be amended to include the Assignee as a Lender with its specific Commitments, address and facsimile number and the Commitments of the Lender making such assignment shall be deemed to be reduced by the amount of the Commitments of the Assignee. The Agents may from time to time require an amendment to this Agreement to reflect any changes to Schedule "A".

(e) A Lender may grant participations in all or any part of its interest in the Credit Facilities or any Tranche thereof to one or more Persons (other than (i) a natural Person, (ii) a Loan Party or an Affiliate thereof, or (iii) a Defaulting Lender) (each a "**Participant**"); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Agents and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement.

(f) The voting rights of any Participant as between it and the applicable Lender shall be limited to matters in respect of (i) increases in the Commitment of such Participant, (ii) reductions of principal, interest or fees payable to such Participant, (iii) extensions of any Final Maturity Date applicable to such Participant, (iv) releases or discharges of all or substantially all of the Guarantees or Security, and, for clarity, shall not include the right to vote on waivers of Defaults or Events of Default.

(g) Subject to the next sentence, to the extent permitted by Law, each Participant shall be entitled to the benefits of Sections 11.7 and 11.8 of this Agreement to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to this Section 12.8. A Participant shall not be entitled to receive any greater payment under Sections 11.7 and 11.8 than the Lender would have been entitled to receive (at the time of the participation) with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrowers' prior written consent.

(h) Notwithstanding anything to the contrary set forth above, any Lender may (without requesting the consent of any Borrower or an Agent) pledge its Accommodations to the Bank of Canada or to a Federal Reserve Bank, as the case may be, in support of borrowings made by such Lender from the Bank of Canada or such Federal Reserve Bank, as the case may be.

12.9 Non-Merger

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties of the parties contained in this Agreement and the Loan Documents shall not merge on and shall survive the Restatement Date and the making of any Accommodation, and notwithstanding such Restatement Date or Accommodation, or any investigation made by or on behalf of any party, shall continue in full force and effect. Neither the Restatement Date nor the making of any Accommodation shall prejudice any right of one party against any other party in respect of anything done or omitted hereunder or under any of the Loan Documents or in respect of any right to damages or other remedies.

12.10 Departing Lenders

(a) If a Lender: (i) is a Defaulting Lender; (ii) seeks compensation under Section 11.7 or any payments under Section 11.8; (iii) refuses to give timely consent to an amendment, modification or waiver of this Agreement that, pursuant to Section 13.14, requires consent of all the Lenders (and the consent of the Majority Lenders has been given with respect thereto) (a "**Non-Consenting Lender**"); or (iv) invokes Section 11.9, which continues for at least thirty (30) days, unless all Lenders are invoking the same (collectively, the "**Departing Lenders**"), then the Borrowers may:

(i) replace the Departing Lender with an Assignee proposed by the Borrower to replace any Departing Lender in accordance with this Agreement (a "**Replacement Lender**") acceptable to the Agents, the Issuing Lenders and the Swing Line Lenders, each acting reasonably, who purchases at par the aggregate principal amount of the Accommodations owing to the Departing Lender and assumes the Departing Lender's Individual Commitments and all other obligations of the Departing Lender hereunder, provided that prior to or concurrently with such replacement:

(A) the Departing Lender shall have received payment in full of all principal, interest, fees and other amounts through such date of replacement (including any amounts required to indemnify the Departing Lender for any additional cost, reduction, payment, foregone interest or other return requested pursuant to Section 11.11) and a release from any further obligations to make Accommodations hereunder after the date of such replacement;

(B) the assignment fee required to be paid pursuant to Section 12.9 shall have been paid by the Borrowers to the Agents;

(C) all of the requirements for such assignment contained in Section 12.9 shall have been satisfied;

(D) such replacement does not conflict with any Law; and

(E) in the case of a Departing Lender who is a Non-Consenting Lender, the Replacement Lender 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 Borrowers require 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 Commitments; or

(ii) provided that no Default or Event of Default has occurred or is continuing, elect to terminate the Departing Lender's Individual Commitments, in which case the Individual Commitments shall be 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 any amounts required to indemnify the Departing Lender for any additional cost, reduction, payment, foregone interest or other return requested pursuant to Section 11.11) and a release from any further obligations to make Accommodations hereunder after such termination); or

(iii) exercise any combination of the rights under this Section 12.10; provided that in each case, each Departing Lender is treated equally with the other Departing Lenders, if any.

(b) Immediately upon a determination that a Lender has become a Departing Lender under Section 12.10, the Lender will have no further rights to exercise any right (voting or otherwise) in connection with the Accommodation and Individual Commitments.

12.11 Certificates and Opinions

Whenever the delivery of a certificate or opinion is a condition precedent to the taking of any action by the Canadian Agent, the U.S. Agent or any or all of the Lenders or under any of the Loan Documents, the truth and accuracy of the facts and opinion stated in such certificate or opinion shall in each case be conditions precedent to the rights of the Loan Parties to have such action taken, and each statement of fact contained therein shall be deemed to be a representation and warranty of the Borrowers and the Guarantors for the purpose of this Agreement. Except as otherwise expressly provided in this Agreement, whenever any certificate or declaration is to be delivered by an officer or a senior officer of an Loan Party, such certificate shall be signed on behalf of such Loan Party by one or more of the Chairman, President, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, Treasurer, Secretary or any Vice President of such Loan Party.

12.12 Waiver of Jury Trial

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL

BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

12.13 USA Patriot Act

The Lenders are subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Act**") and hereby notify the Borrowers that pursuant to the requirements of the Act, they are required to obtain, verify and record information that identifies the Borrowers, which information includes the names and addresses of the Borrowers and other information that will allow the Lenders to identify the Borrowers in accordance with the Act.

12.14 Anti-Money Laundering Legislation

(a) Each Lender and each Agent (for itself and not on behalf of any Lender) hereby notifies the Borrowers that pursuant to the requirements of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) or any other applicable Canadian, U.S., European Union or other international anti-money laundering, anti-terrorist financing, government sanction and "know your client" applicable law (collectively, including any guidelines or orders thereunder and any internal requirements relating thereto, "**AML Legislation**"), it may be required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of each such Person and such other information that will allow such Lender or such Agent, as applicable, to identify each such Person in accordance with AML Legislation (including, information regarding such Person's directors, authorized signing officers or other Persons in control of each such Person). Each of the Borrowers has implemented and maintain in effect policies or codes of conduct reasonably expected to ensure compliance in all material respects by it and its Subsidiaries and their respective directors, officers and employees with, in each case, AML Legislation and Sanctions applicable to such Persons, and shall provide to the extent commercially reasonable, such information and take such actions as are reasonably requested by an Agent or any Lender in order to assist the Agents and the Lenders in maintaining compliance with AML Legislation. The Borrowers shall promptly provide all such information, to the extent commercially reasonable, including supporting documentation and other evidence, as may be reasonably requested by any Lender or an Agent (for itself and not on behalf of any Lender), or any prospective assignee of a Lender or an Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(b) If, upon the written request of any Lender, an Agent (for itself and not on behalf of any Lender) has ascertained the identity of an Loan Party or any authorized signatories of such Person for the purposes of applicable AML Legislation on such Lender's behalf, then such Agent 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 such Agent within the meaning of applicable AML Legislation.

(c) Notwithstanding anything to the contrary in this Section 12.14, each of the Lenders agrees that neither Agent has an obligation to ascertain the identity of an Loan Party or any authorized signatories of such Person, on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any such Person or any such authorized signatory in doing so.

12.15 Keepwell

Each Loan Party that is a Qualified ECP Guarantor at the time any Guarantee by any Loan Party that is not then an "eligible contract participant" under the Commodity Exchange Act (a "**Specified Loan Party**") or the grant of a security interest under the Loan Documents by any such Specified Loan Party, in either case, becomes effective with respect to any Swap Obligation, hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide such funds or other support to each Specified Loan Party with respect to such Swap Obligation as may be needed by such Specified Loan Party from time to time to honor all of its obligations under such Guarantee and the other Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP Guarantor's obligations and undertakings under such Guarantee voidable under applicable Laws relating to bankruptcy, insolvency or reorganization or relief of debtors, and not for any greater amount). The obligations and undertakings of each Qualified ECP Guarantor under this Section 12.15 shall remain in full force and effect until the Secured Obligations have been indefeasibly paid and performed in full. Each Loan Party intends this Section 12.15 to constitute, and this Section 12.15 shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each Specified Loan Party for all purposes of the Commodity Exchange Act.

12.16 Application of Assets

Each Loan Party, each Agent and each Lender agrees that Excluded Swap Obligations with respect to any Guarantor (i) shall not be included within the "Guaranteed Obligations" under any Guarantee, (ii) shall not be included within the "Secured Obligations" under any Security Document and (iii) shall not be paid with amounts received from such Guarantor or such Guarantor's assets.

12.17 Credit Information

(a) Neither Agent nor any Lender shall disclose any Information (as defined below) to any other Person except (a) to another Lender, (b) to its Affiliates and its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives to the extent necessary to administer or enforce this Agreement and the other Loan Documents (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of the Information and instructed to keep such Information confidential and the party providing such information remains liable for a breach thereof by the receiving party), (c) to the extent required by any regulatory authority having jurisdiction over it (including any self-regulatory authority), (d) as required by Law, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) to any actual or prospective counterparty (or its advisors) to any swap, derivative, credit-linked note or similar transaction relating to a Borrower and its obligations, or any insurance or reinsurance company that is providing or potentially providing a Lender with insurance in respect of such Lender's interest in the Credit Facilities, (g) to the extent such information shall otherwise have been disclosed to the public, or becomes available to the Agent or any Lender on a non-confidential basis from a source other than a Loan Party and (h) to legal counsel, independent accountants or other experts retained by the Agents in accordance with this Agreement. If the Agent or any Lender is requested or required to disclose any Information (other than by any bank examiner) pursuant to or as required by applicable Law or by a subpoena or similar legal process, the applicable Agent or such Lender, as applicable, shall use its reasonable commercial efforts (to the extent permitted by Law) to provide the Borrowers with notice of such requests or obligation in sufficient time so that the Borrowers may seek an appropriate protective order or waive the Agent's, or such Lender's, as applicable, compliance with the provisions of this Section, and the Agent and such Lender, as applicable, shall, to the extent reasonable, co-operate with the Borrowers in the Borrowers' obtaining any such protective order. For purposes of this Section, "**Information**" means all information received from any Loan Party relating to any Loan Party or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to the Agents or any Lender on a non-confidential basis prior to such receipt. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information in accordance with its internal policies. The obligations under this Section 12.17 shall survive the payment of all Obligations.

(b) Each Lender may provide to any proposed Assignee or Participant any Information that, in the reasonable opinion of such Lender, may be relevant or useful in connection with the Credit Facilities or any portion thereof proposed to be acquired by such Assignee or Participant, provided that each recipient of such Information is informed of the confidential nature of such Information and instructed to keep such Information confidential and agrees to do so.

(c) The Agents may disclose to any agency or organization that assigns standard identification numbers to loan facilities such basic information describing the Credit Facilities as is necessary to assign unique identifiers (and, if requested, supply a copy of this Agreement), it being understood that the Person to whom such disclosure is made will be informed of the confidential nature of such information and instructed to make available to the public only such information as such person normally makes available in the course of its business of assigning identification numbers. In addition, and notwithstanding anything herein to the contrary, the Agents may provide to Loan Pricing Corporation and/or other recognized trade publishers information concerning the Borrowers and the Credit Facilities of the nature customarily provided to Loan Pricing Corporation and/or other recognized trade publishers of such information for general circulation in the loan market.

The Borrowers authorize and consent to the reproduction, disclosure and use by the Agents and the Lenders of customary information about AGI (including AGI's name and any identifying logos) and the transactions herein contemplated to enable the Agents and/or Lenders to publish promotional "tombstones" and other forms of notices of the transactions contemplated herein in any manner and in any media (including brochures and posting by the Agents and the Lenders on their websites).

ARTICLE 13
THE AGENTS

13.1 Appointment and Authorization of Agents and Collateral Agent

Each Lender hereby authorizes and directs Canadian Imperial Bank of Commerce to act as Collateral Agent and to take such action and to exercise such powers as the Collateral Agent as are contemplated in this Agreement and the other Loan Documents, together with such powers as are reasonably incidental thereto. Each party to this Agreement hereby deems that each reference to the Intercreditor Agreement in any Loan Document (other than this Agreement) is no longer applicable.

Each Lender hereby appoints and authorizes, and hereby agrees that it will require any assignee of any of its interest in the Loan Documents (other than the holder of a participation in its interest herein or therein) to appoint and authorize, the Agents to take such actions as agents on its behalf and to exercise such powers under the Loan Documents as are delegated to the Agents by such Lender by the terms hereof, together with such powers as are reasonably incidental thereto. Neither any Agent nor any of its directors, officers, employees or agents shall be liable to any of the Lenders for any action taken or omitted to be taken by it or them thereunder or in connection therewith, except for its own gross negligence or wilful misconduct and each Lender hereby acknowledges that each Agent is entering into the provisions of this

Section 13.1 on its own behalf and as agent and trustee for its respective directors, officers, employees and agents.

13.2 Interest Holders

The Agents may treat each Lender set forth in Schedule "A" or the Person designated in the last notice delivered to it under Section 12.8 as the holder of all of the interests of such Lender under the Loan Documents.

13.3 Reliance by Agent

The Agents shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Agents may also rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of an Accommodation that by its terms must be fulfilled to the satisfaction of a Lender or an Issuing Lender, the Agents may presume that such condition is satisfactory to such Lender or an Issuing Lender unless the Agents shall have received notice to the contrary from such Lender or an Issuing Lender prior to the making of such Accommodation.

The Agents may consult with legal counsel (who may be counsel for the Borrowers), independent accountants and other experts selected by them and shall not be liable for any action taken or not taken or suffered by them in good faith and in accordance with the advice and opinion of any such counsel, accountants or experts.

13.4 Documents

The Agents shall not be under any duty to the Lenders to examine, inquire into or pass upon the validity, effectiveness or genuineness of the Loan Documents or any instrument, document or communication furnished pursuant to or in connection with the Loan Documents and the Agents shall, as regards the Lenders, be entitled to assume that the same are valid, effective and genuine, have been signed or sent by the proper parties and are what they purport to be.

13.5 Agents as Lender

With respect to those portions of the Credit Facilities made available by it, each Agent shall have the same rights and powers under the Loan Documents as any other Lender and may exercise the same as though it were not the Agent, and the term "Lender" or "Lenders" shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Agent hereunder in its individual capacity. Each Agent and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with a Borrower and its Affiliates and Persons doing business with such Borrower and any of its Affiliates as if it were not the Agent and without any obligation to account to the Lenders therefor and each Agent may exercise its rights and powers with respect thereto as though it were not the Agent.

13.6 Responsibility of Agents

The duties and obligations of the Agents to the Lenders under the Loan Documents are only those expressly set forth herein. Those duties are solely of a mechanical and administrative nature. The relationship between the Agents and the Lenders is that of agent and principal and the Agents shall not have by reason of this Agreement a fiduciary relationship in respect of any Lender. Nothing in this Agreement, express or implied, is intended to or shall be construed as to impose upon the Agents any obligation except as expressly set forth herein and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Agents. Without limiting the generality of the foregoing, each Agent:

(a) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that the Agents are required to exercise as directed in writing by the Majority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents), but the Agents shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose an Agent to liability or that is contrary to any Loan Document or applicable Law; and

(b) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrowers or any of their Affiliates that is communicated to or obtained by the Person serving as an Agent or any of its Affiliates in any capacity.

(c) except in its own right as a Lender, shall not be required to advance its own funds for any purpose, and in particular, shall not be required to pay with its own funds insurance premiums, taxes or public utility charges or the cost of repairs or maintenance with respect to the assets which are the subject matter of the Security, nor shall it be required to pay with its own funds the fees of solicitors, counsel, auditors, experts or agents engaged by it as permitted hereby.

13.7 Action by Agent

Each Agent shall be entitled to use its discretion with respect to exercising or refraining from exercising any rights which may be vested in it on behalf of the Lenders by and under this Agreement; provided, however, that an Agent shall not exercise any rights under Section 10.1 or under the Guarantees or Security Documents or expressed to be on behalf of or with the approval of the Majority Lenders, without the request, consent or instructions of the Majority Lenders. Furthermore any rights of an Agent expressed to be on behalf of or with the approval of the Majority Lenders shall be exercised by the Agent upon the request or instructions of the Majority Lenders. The Agents shall incur no liability to the Lenders under or in respect of any of the Loan

Documents with respect to anything which it may do or refrain from doing in the reasonable exercise of its judgment or which may seem to it to be necessary or desirable in the circumstances, except for its gross negligence or wilful misconduct. The Agents shall in all cases be fully protected in acting or refraining from acting under any of the Loan Documents in accordance with the instructions of the Majority Lenders (or such other percentage of Lenders as the Agents, in good faith, believe are necessary under the provisions of the Loan Documents) and any action taken or failure to act pursuant to such instructions shall be binding on all Lenders. In respect of any notice by or action taken by the Agents hereunder, the Borrowers shall at no time be obliged to inquire as to the right or authority of the Agents to so notify or act.

13.8 Notice of Events of Default

Neither Agent shall have any duty to the Lenders to investigate whether a Default or an Event of Default has occurred. An Agent shall, as regards the Lenders, be entitled to assume that no Default or Event of Default has occurred and is continuing unless the Agent has actual knowledge or has been notified by a Borrower of such fact or has been notified by a Lender that such Lender considers that a Default or Event of Default has occurred and is continuing, such notification to specify in detail the nature thereof. In the event that an Agent shall acquire actual knowledge or shall have been notified of any Default or Event of Default, the Agent shall promptly notify the Lenders and shall take such action and assert such rights under Section 10.1 of this Agreement and under the Loan Documents as the Majority Lenders shall request in writing. If the Majority Lenders shall fail for five (5) Business Days after receipt of the notice of any Default or Event of Default to request the Agent to take such action or to assert such rights under any of the Loan Documents in respect of such Default or Event of Default, the Agent may, but shall not be required to, and subject to subsequent specific instructions from the Majority Lenders, take such action or assert such rights (other than rights under Section 10.1 of this Agreement or under the other Loan Documents and other than giving an express waiver of any Default or any Event of Default) as it deems in its discretion to be advisable for the protection of the Lenders except that, if the Majority Lenders have instructed the Agent not to take such action or assert such rights, in no event shall the Agent act contrary to such instructions unless required by Law to do so.

13.9 Responsibility Disclaimed

No Agent shall be under any liability or responsibility whatsoever as agent hereunder:

(a) to the Borrowers or any other person as a consequence of any failure or delay in the performance by, or any breach by, any Lender or Lenders of any of its or their obligations under any of the Loan Documents;

(b) to any Lender or Lenders as a consequence of any failure or delay in performance by, or any breach by, the Borrowers or any Guarantor of any of its obligations under any of the Loan Documents; or

(c) to any Lender or Lenders for any statements, representations or warranties in any of the Loan Documents or in any certificate, report or other documents contemplated thereby, or in any other information provided pursuant to any of the

Loan Documents, or any other documents contemplated thereby, or for the validity, effectiveness, enforceability or sufficiency of any of the Loan Documents or any other document contemplated thereby; or

(d) to any Lender or Lenders for the satisfaction of any condition specified in this Agreement, other than to confirm receipt of items expressly required to be delivered to the Agents.

13.10 Indemnification

The Lenders agree to indemnify the Collateral Agent and each Agent (to the extent not reimbursed by the Borrowers) *pro rata* based on their respective Pro Rata Shares under the Credit Facilities from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any nature whatsoever which may be imposed on, incurred by or asserted against an Agent in any way relating to or arising out of any of the Loan Documents or any other document contemplated thereby or any action taken or omitted by an Agent under any of the Loan Documents or any document contemplated thereby, except that no Lender shall be liable to an Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or wilful misconduct of such Agent. The indemnities in this Section 13.10 shall survive the repayment in full of the Accommodations and all other amounts payable hereunder.

13.11 Credit Decision

Each Lender represents and warrants to the Agents that:

(a) in making its decision to enter into this Agreement and to make the Credit Facilities available to the Borrowers, it is independently taking whatever steps it considers necessary to evaluate the financial condition and affairs of the Borrowers and that it has made an independent credit judgment without reliance upon any information furnished by the Agent or another Lender; and

(b) so long as any portion of the Credit Facilities is being utilized by a Borrower, it will continue to make its own independent evaluation of the financial condition and affairs of the Borrowers.

13.12 Successor Agent

Subject to the appointment and acceptance of a successor Agent as provided in this Section 13.12, an Agent: (i) may resign at any time by giving thirty (30) days written notice thereof to the Lenders; (ii) may be removed by the Borrowers at any time when any action taken or omitted to be taken by it under the Loan Documents or in connection therewith was taken or omitted to be taken in a manner which was grossly negligent or exhibited wilful misconduct, as determined by a court of competent jurisdiction; or (iii) may be removed by the Majority Lenders at any time upon thirty (30) days written notice thereof to such Agent. Upon any such resignation or removal, the Majority Lenders shall have the right to appoint a successor Agent who shall be one of the Lenders unless none of the Lenders wishes to accept such appointment. If no successor Agent shall have been so appointed and shall have accepted such appointment by the time of such resignation or removal, then the retiring or removed Agent may, on behalf of the Lenders, appoint a successor Agent which, in the case of the Canadian Agent, shall be a Person organized under the laws of Canada, provided that if the Agent shall notify the Borrowers and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Security held by the Agent on behalf of the Lenders under any of the Loan Documents, the retiring Agent shall continue to hold such Security until such time as a successor Agent is appointed) and (2) all payments, communications and determinations provided to be made by, to or through the Agent shall instead be made by or to each Lender directly, until such time as the Majority Lenders appoint a successor Agent as provided for above in the preceding paragraph. Upon the acceptance of any appointment as Agent hereunder by a successor Agent such successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges, duties and obligations of the retiring or removed Agent (other than in its capacity as a Lender) and the retiring or removed Agent shall be discharged from its duties and obligations hereunder (other than in its capacity as a Lender), if not already discharged therefrom as provided in the preceding sentence. After any resignation or removal hereunder as the Agent, the provisions of this Article 13 shall continue in effect for the benefit of such Agent in respect of any actions taken or omitted to be taken by such Agent while it was acting as the Agent.

13.13 Delegation by Agent

The Agents may perform any and all of their duties and exercise their rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by the Agents from among the Lenders and their respective Affiliates. The Agents and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The provisions of this Article and other provisions of this Agreement for the benefit of the Agents shall apply to any such sub-agent and to the Related Parties of the Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the Credit Facilities as well as activities as Agents.

13.14 Waivers and Amendments

(a) Subject to Section 13.14(b), Section 2.15(b) and Section 2.16(c), any term, covenant or condition of any of the Loan Documents may only be amended with the consent of the Borrowers and the Majority Lenders or compliance therewith by the Borrower may be waived (either generally or in a particular instance and either retroactively or prospectively) by the Majority Lenders and, in the event that any such amendment or waiver is approved by the Majority Lenders, the failure to observe, perform or discharge any such covenant, condition or obligation, so amended or waived (whether such amendment is executed or such consent or waiver is given before or after such failure), shall not be construed as a breach of such covenant, condition or obligation or as a Default or Event of Default.

(b) Notwithstanding Section 13.14(a), without the prior written consent of each applicable Lender, no such amendment or waiver shall directly or indirectly:

(i) increase the amount of any Credit Facility or Tranche thereof (other than in accordance with Section 2.11 or 2.12) or the amount of the Individual Commitments of any Lender;

(ii) extend the term of any Credit Facility or Tranche thereof (other than in accordance with Section 2.7) or amend the provisions of this Agreement dealing with the types of Accommodations available hereunder;

(iii) extend the scheduled time for the payment of principal or interest on the Accommodations, forgive any portion of principal thereof, or reduce the stated rate of interest thereon (except in accordance with the definition of "Applicable Margin");

(iv) change the percentage of the Lenders' requirement to constitute the Majority Lenders or otherwise amend the definition of Majority Lenders;

(v) reduce the stated amount of any Fees to be paid pursuant to this Agreement;

(vi) release any of the Guarantees or release or discharge any of the Security in respect of all or a significant portion of the Collateral (other than in accordance with Section 9.2); or

(vii) alter the terms of this Section 13.14.

(c) Without the prior written consent of the Agents, the Issuing Lenders or the Swing Line Lenders, no amendment to or waiver of any provision of this Agreement to the extent it affects the rights or obligations of Agents, the Issuing Lenders or the Swing Line Lenders, as applicable, shall be effective.

13.15 Collective Action of the Lenders

Each of the Lenders hereby acknowledges that to the extent permitted by applicable Law, any Security and the remedies provided under the Loan Documents to the Lenders are for the benefit of the Lenders collectively and acting together and not severally and further acknowledges that its rights hereunder and under any Security are to be exercised not severally, but by the Agents upon the decision of the Majority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents). Accordingly, notwithstanding any of the provisions contained herein or in any Security, each of the Lenders hereby covenants and agrees that it shall not be entitled to take any action hereunder or thereunder including any declaration of default hereunder or thereunder but that any such action shall be taken only by the Agents with the prior written agreement of the Majority Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents). Each of the Lenders hereby further covenants and agrees that upon any such written agreement being given, it shall co-operate fully with the Agents to the extent requested by the Agents. Notwithstanding the foregoing, in the absence of instructions from the Lenders and where in the sole opinion of the Agents, acting reasonably and in good faith, the exigencies of the situation warrant such action, the Agents 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 interest of the Lenders.

13.16 No Other Duties, etc.

Anything herein to the contrary notwithstanding, none of the "bookrunners", "co-lead arrangers" or holders of similar titles, if any, specified in this Agreement shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as an Agent or a Lender hereunder.

13.17 Request for Instructions

Each Agent may at any time request instructions from the Lenders with respect to any actions or approvals which, by the terms of any of the Loan Documents, the Agent is permitted or required to take or to grant, and the Agent shall be absolutely entitled to refrain from taking any such action or to withhold any such approval and shall not be under any liability whatsoever as a result thereof until it shall have received such instructions from the Lenders. No Lender shall have any right of action whatsoever against the Agent as a result of the Agent acting or refraining from acting under the Loan Documents in accordance with instructions from the Lenders. The Agent shall in all cases be fully justified in failing or refusing to take or continue any action under the Loan Documents unless it shall have received further assurances to its satisfaction from the Lenders of their indemnification obligations under Section 13.10 against any and all liability and expense which may be incurred by it by reason of taking or continuing to take such action, and unless it shall be secured in respect thereof as it may deem appropriate.

13.18 Determination by Agent Conclusive and Binding

Any determination to be made by an Agent on behalf of or with the approval of the Lenders or the Majority Lenders under this Agreement shall be made by the Agent in good faith and, if so made, shall be binding on all parties, absent manifest error.

13.19 Remittance of Payments

Forthwith after the deposit to the Canadian Agent's Account or the U.S. Agent's Account of any payment of principal, interest, fees or other amounts for the benefit of the Lenders pursuant to this Agreement, the applicable Agent shall, subject to Sections 3.1(d), 11.14 and 12.10, remit to each such Lender, in immediately available funds, such Lender's Pro Rata Share of such payment based on such Lender's Individual Commitment under the Canadian Revolver Facility (or Tranche thereof) or the U.S. Revolver Facility, as the case may be, provided that if an Agent, on the assumption that it will receive, on any particular date, a payment of principal (including a prepayment), interest, fees or other amount pursuant to such Credit Facility (or Tranche thereof), remits to each Lender its Pro Rata Share of such payment, as the case may be, and the relevant Borrower fails to make such payment, each of the Lenders agrees to repay to the applicable Agent forthwith on demand, to the extent that such amount is not recovered from the relevant Borrower on demand, such Lender's Pro Rata Share of the payment made to it pursuant to this Section, as the case may be, together with interest thereon (in accordance with prevailing industry practice for interbank compensation), until the date such amount is paid or repaid to the applicable Agent. The exact amount of the repayment required to be made by such Lenders pursuant to this Section shall be as set forth in a certificate delivered by the applicable Agent to each such Lender, which certificate shall constitute *prima facie* evidence of such amount of repayment.

13.20 Provisions for Benefit of Lenders Only

The provisions of this Article 13, other than this Section 13.20, Section 13.12 and the rights of the Borrowers to receive notice as specified in this Article 13 relating to the rights and obligations of the Lenders and the Agents *inter se* shall be operative as between the Lenders and the Agents only, and the Loan Parties shall not have any rights under or be entitled to rely for any purposes upon such provisions.

13.21 Payments by Agents

The following provisions shall apply to all payments made by an Agent to the Lenders hereunder:

(a) the Agent shall be under no obligation to make any payment (whether in respect of principal, interest, fees or otherwise) to any Lender until an amount in respect of such payment has been received by the Agent from the Borrowers;

(b) if the Agent receives a payment of principal, interest, fees or other amount owing by a Borrower under any Credit Facility or Tranche thereof which is less than the full amount of any such payment due, the Agent shall distribute such amount received among the Lenders in each Lender's Pro Rata Share of such Credit Facility;

(c) if any Lender has advanced more or less than its Pro Rata Share of any Credit Facility or Tranche thereof, such Lender's entitlement to a payment of principal, interest, fees or other amount owing by a Borrower under such Credit Facility or Tranche thereof shall be increased or reduced, as the case may be, to reflect the amount actually advanced by such Lender;

(d) if a Lender's Pro Rata Share of an Accommodation under any Credit Facility or Tranche thereof has been advanced for less than the full period to which any payment by a Borrower relates, such Lender's entitlement to receive a portion of any payment of interest or fees under such Credit Facility or Tranche thereof shall be reduced in proportion to the length of time such Lender's Pro Rata Share has actually been outstanding (unless such Lender has paid all interest required to have been paid by it to the Agent);

(e) the Agent acting reasonably and in good faith shall, after consultation with the Lenders in the case of any dispute, determine in all cases the amount of all payments to which each Lender is entitled and such determination shall be deemed to be *prima facie* correct absence manifest error;

(f) upon request, the Agent shall deliver a statement detailing any of the payments to the Lenders referred to herein;

(g) all payments by the Agent to a Lender hereunder shall be made to such Lender at its address set out herein unless notice to the contrary is received by the Agent from such Lender;

(h) if the Agent has received a payment from a Borrower on a Business Day (not later than the time required for the receipt of such payment as set out in this Agreement) and fails to remit such payment to any Lender entitled to receive its Pro Rata Share of such payment on such Business Day, the Agent agrees to pay interest on such late payment at a rate determined by the Agent in accordance with prevailing banking industry practice for interbank compensation; and

(i) the Agent shall be entitled to round any Lender's Pro Rata Share of mandatory or scheduled repayments to the nearest $1,000.

Each Borrower hereby irrevocably authorizes the Agents to debit any account maintained by it with an Agent in order to make payments as contemplated herein. The Agent may in its sole discretion from time to time make adjustments in respect of any Lender's share of an Accommodation, conversion, rollover or repayment under any Credit Facility or Tranche thereof in order that the Outstandings due to such Lender under such Credit Facility or Tranche thereof shall be approximately in accordance with such Lender's Pro Rata Share of such Credit Facility or Tranche thereof. The Agents may round an individual Lender's Pro Rata Share of any Accommodation to the nearest $1,000 in Canadian Dollars or United States Dollars, as the case may be.

13.22 Acknowledgements, Representations and Covenants of Lenders

Each Lender:

(a) represents and warrants that it has the legal capacity to enter into this Agreement pursuant to its charter and any applicable legislation and has not violated its charter, constating documents or any applicable legislation by so doing;

(b) acknowledges and confirms that in the event that an Agent does not receive payment in accordance with this Agreement, it shall not be the obligation of the Agent to maintain the Credit Facilities in good standing nor shall any Lender have recourse to the Agent in respect of any amounts owing to such Lender under this Agreement;

(c) acknowledges and agrees that its obligation to advance its Pro Rata Share of Accommodations in accordance with the terms of this Agreement is independent and in no way related to the obligation of any other Lender hereunder;

(d) acknowledges receipt of a copy of this Agreement and acknowledges that it is satisfied with the form and content of such documents;

(e) except to the extent recovered by an Agent from a Borrower, promptly following demand therefor, shall pay to the applicable Agent an amount equal to such Lender's Pro Rata Share of any and all reasonable costs, expenses, claims, losses and liabilities incurred by the Agent in connection with this Agreement except for those incurred by reason of the Agent's negligence or wilful misconduct;

(f) shall respond promptly to each request by an Agent for the consent of such Lender required hereunder; and

(g) if it assigns all or a portion of its rights and obligations under this Agreement, other than to another Lender, shall pay to the Agent a processing and recordation fee of $[redacted] with respect to each such assignment in accordance with Section 12.8.

13.23 Agents May File Proofs of Claim

In the case of the pendency of any proceeding under any Debtor Relief Law or any other judicial proceeding relative to any Loan Party, either Agent (irrespective of whether the principal of any Advance or Letter of Credit shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether either Agent shall have made any demand on a Borrower) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Advances, Letters of Credit and all other Secured Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Agents (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Agents and their respective agents and counsel and all other amounts due to the Lenders and the Agents) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Agents and, if the applicable Agent(s) shall consent to the making of such payments directly to the Lenders, to pay to the applicable Agent(s) any amount due for reasonable compensation, expenses, disbursements and advances of the Agents and their respective agents and counsel, and any other amounts due to the Agents hereunder.

Nothing contained herein shall be deemed to authorize the Agents to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Secured Obligations or the rights of any Lender to authorize the Agents to vote in respect of the claim of any Lender or in any such proceeding.

13.24 Collateral and Guarantee Matters

Each of the Lenders (including in its capacities as a potential Cash Management Bank and a potential Hedge Bank) irrevocably authorizes each Agent, at its option and in its discretion:

(a) to authorize the release of any Lien on any property granted to or held by the Collateral Agent under any Loan Document (i) upon termination of all of the Commitments and payment in full of all Obligations and the expiration or termination of all Letters of Credit, or (ii) in accordance with Section 9.2; and

(b) to authorize or evidence the subordination of any Lien on any Property granted to or held by the Collateral Agent under any Loan Document to the holder of any Permitted Lien on such Property where such Permitted Lien ranks or is intended to rank prior to the Secured Obligations.

Upon request by either Agent at any time, the Lenders will confirm in writing such Agent's authority to authorize the release or subordination of the Collateral Agent's interest in particular types or items of property pursuant to this Section 13.24. In each case as specified in this Section 13.24, the applicable Agent will, at the Borrowers' expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the assignment and security interest granted under the Security Documents or to subordinate the Collateral Agent's interest in such item, in each case in accordance with the terms of the Loan Documents and this Section 13.24.

13.25 Protection of Agents

Each Agent:

(a) unless it has actual knowledge or actual notice to the contrary, may assume that each Lender's address set out in the signature pages attached hereto are correct, unless and until it has received from such Lender a notice designating a different address;

(b) unless it has actual knowledge or actual notice to the contrary, may rely as to matters of fact which might reasonably be expected to be within the knowledge of any Loan Party upon a statement contained in any Loan Document;

(c) unless it has actual knowledge or actual notice to the contrary, may rely upon any communication or document believed by it to be genuine;

(d) may refrain from exercising any right, power or discretion vested in it under this Agreement unless and until instructed by the Majority Lenders as to whether or not such right, power or discretion is to be exercised and, if it is to be exercised, as to the manner in which it should be exercised (provided that such instructions shall be required to be provided by all of the Lenders in respect of any matter for which the unanimous consent of the Lenders is required as set out herein);

(e) may refrain from exercising any right, power or discretion vested in it which would or might in its sole and unfettered opinion be contrary to any Law of any jurisdiction or any directive or otherwise render it liable to any Person, and may do anything which is in its opinion in its sole discretion necessary to comply with any such Law or directive;

(f) may refrain from acting in accordance with any instructions of the Majority Lenders to begin any legal action or proceeding arising out of or in connection with this Agreement or take any steps to enforce or realize (or direct the Collateral Agent to enforce or realize) upon any Security, until it shall have received such security as it may reasonably require (whether by way of payment in advance or otherwise) against all costs, claims, expenses (including legal fees) and liabilities which it will or may expend or incur in complying with such instructions; and

(g) shall not be bound to disclose to any Person any information relating to the Loan Parties or any related Person if such disclosure would or might in its opinion in its sole discretion constitute a breach of any Law or be otherwise actionable at the suit of any Person.

13.26 Consent to Delegation

Pursuant to Section 13.13 of this Agreement, the U.S. Agent, with the approval of the Majority Lenders as evidenced by their execution of this Agreement, hereby delegates to Canadian Imperial Bank of Commerce the right, power and authority in the United States of America as the delegate of the U.S. Agent, and appoints Canadian Imperial Bank of Commerce as collateral agent, on behalf of the U.S. Agent, to hold any and all collateral security in the United States of America including being named as secured party on UCC-1 financing statements and possessing any and all stock certificates and stock powers from time to time delivered by any Borrower or Guarantor pursuant to the Security Documents or otherwise. As delegate of the U.S. Agent, Canadian Imperial Bank of Commerce shall be entitled to the benefits, and subject to the obligations, of an Agent set forth in Article 13 of this Agreement. The U.S. Agent may revoke this delegation of authority and appointment as collateral agent at any time on ten (10) days prior notice.

13.27 Reset of Allocations

Following the occurrence and during the continuance of an Event of Default, the Agents may at their option allocate outstanding Accommodations among the Lenders so that the total Outstandings under each of the Credit Facilities is in the same proportion as the Individual Commitment of each Lender bears to the total Commitments of all of the Lenders in respect of such Credit Facility. In order to implement the foregoing if required, any Lender from which excess Accommodations are outstanding (the "**Surplus Lender**") shall sell to any Lender from which deficit Accommodations are outstanding (the "**Deficit Lender**") and the Deficit Lender shall purchase from the Surplus Lender, for cash, at par, without representation or warranty from or recourse to the Surplus Lender, an interest in such Accommodations outstanding from the Surplus Lender as results in the ratio of Outstandings from both Lenders under the applicable Credit Facility being equal to the ratio of their Individual Commitments. The intention of this Section 13.27 is that when any and all purchases and sales required hereby have been completed, the Total Outstandings under the Credit Facility will be outstanding rateably from the Lenders in the proportion that their respective Individual Commitments bear to the total Commitments. If necessary, to implement the foregoing, the Lenders shall take participations in outstanding Letters of Credit. The Borrowers expressly consent to the foregoing arrangements among the Lenders.

13.28 Erroneous Payments

(a) If an Agent notifies a Lender or any Person who has received funds on behalf of a Lender under or pursuant to any of the Loan Documents (any such Lender or other recipient, a "**Payment Recipient**") that such 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 such Agent or any of its Affiliates were erroneously or mistakenly transmitted or paid to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender 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 such Agent pending its return or repayment as contemplated in this Section 13.28 and held in trust for the benefit of such Agent, and such Lender 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 (2) Business Days thereafter, return to such 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 Agent in same day funds at the greater of (x) in respect of an Erroneous Payment in U.S. Dollars, the Federal Funds Rate and, in respect of an Erroneous Payment in any other currency at a fluctuating rate per annum equal to the overnight rate at which funds in the currency of such Erroneous Payment may be borrowed by such Agent in the interbank market in an amount comparable to such Erroneous Payment (as determined by such Agent) and (y) a rate determined by such Agent in accordance with banking industry rules or prevailing market practice for interbank compensation from time to time in effect. A notice of an Agent to any Payment Recipient under this Section 13.28(a) shall be conclusive, absent manifest error.

(b) Without limiting the immediately preceding Section 13.28(a), each Lender or any Person who has received funds on behalf of a Lender under or pursuant to any of the Loan Documents, 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 such 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 an 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 an Agent (or any of its Affiliates), or (z) that such Lender or other such recipient, otherwise becomes aware was transmitted, paid, 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 express written confirmation from such 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 Lender shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one (1) Business Day of its knowledge of such error) notify the Agents of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Agents pursuant to this Section 13.28(b).

(c) Each Lender hereby authorizes the Agents to set-off, net and apply any and all amounts at any time owing to such Lender under any Loan Document, or otherwise payable or distributable by the Agents to such Lender under any Loan Document with respect to any payment of principal, interest, fees or other amounts, against any amount that any Agent has demanded to be returned under immediately preceding Section 13.28(a) or under the indemnification provisions of this Agreement.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by an Agent for any reason, after demand therefor by such Agent in accordance with the immediately preceding Section 13.28(a), from any Lender 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 behalf) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**"), upon the Agent's notice to such Lender at any time, (i) such Lender shall be deemed to have assigned its Advances (but not any of its Commitments) under any of the applicable Credit Facilities with respect to which such Erroneous Payment was made in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Agent may specify) (such assignment of the Advances (but not any of its Commitments) of the Erroneous Payment Impacted Credit Facilities, the "**Erroneous Payment Deficiency Assignment**") at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment and Assumption with respect to such Erroneous Payment Deficiency Assignment, (ii) the Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender 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 any of its applicable Commitments which shall survive as to such assigning Lender and (iv) the Agent may reflect in the Register its ownership interest in the Advances subject to the Erroneous Payment Deficiency Assignment. An Agent may, in its discretion, sell any Advances 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 shall be reduced by the net proceeds of the sale of such Advances (or portion thereof), and the Agents shall retain all other rights, remedies and claims against such Lender (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 Commitments of any Lender under any of the Credit Facilities and such Commitments under such Credit Facilities shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that an Agent has sold an Advance (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Agent may be equitably subrogated, the Agent shall be contractually subrogated to all the rights and interests of the applicable Lender under the applicable Loan Documents with respect to each Erroneous Payment Return Deficiency.

(e) The parties hereto 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 Agents from (i) the Borrower or any other Loan Party or (ii) the proceeds of realization from the enforcement of one or more of the Loan Documents against or in respect of one or more of the Loan Parties, in each case, 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 Agents for the return of any Erroneous Payment received, including waiver of any defense based on "discharge for value", "good consideration" for the Erroneous Payment or change of position by such Payment Recipient, any defense that the intent of an Agent was that such Payment Recipient retain the Erroneous Payment in all events, or any doctrine or defense similar to any of the foregoing.

(g) Each party's obligations, agreements and waivers under this Section 13.28 shall survive the resignation or replacement of an Agent, or any assignment or transfer of rights or obligations by, or the replacement of, a Lender or an Affiliate thereof the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE 14
QUALIFIED FINANCIAL CONTRACT MATTERS

14.1 Acknowledgement Regarding Any Supported QFCs

To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Secured Hedging Transaction or any other agreement or instrument that is a QFC (such support, "**QFC Credit Support**", and each such QFC, a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the *Federal Deposit Insurance Act* and Title II of the *Dodd-Frank Wall Street Reform and Consumer Protection Act* (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States.

(b) In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States.

(c) "**BHC Act Affiliate**" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"**Covered Entity**" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"**QFC**" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, on the date first above written.

BORROWER	**AG GROWTH INTERNATIONAL INC.**
Address: 198 Commerce Drive Winnipeg, MB R3P 0Z6	By: ____________________________ Name: Title:
Attention: Chief Financial Officer Fax: [redacted]	

BORROWER	**WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.**
Address: 198 Commerce Drive Winnipeg, MB R3P 0Z6	By: ____________________________ Name: Title:
Attention: Chief Financial Officer Fax: [redacted]	

CANADIAN AGENT	**CANADIAN IMPERIAL BANK OF COMMERCE**
Address: Credit Processing Services 595 Bay Street CPS-7th Floor Toronto, Ontario M5G 2C2	By: ____________________ Name: Title:
Attention: Global Agent Administration Services	By: ____________________ Name: Title:
Email: [redacted]	

U.S. AGENT	**CANADIAN IMPERIAL BANK OF COMMERCE**
Address: Credit Processing Services 595 Bay Street CPS-7th Floor Toronto, Ontario M5G 2C2	By: ________________ Name: Title:
Attention: Global Agent Administration Services	By: ________________ Name: Title:
Email: [redacted]	

CANADIAN LENDER	**CANADIAN IMPERIAL BANK OF COMMERCE**
Address: 161 Bay Street 8th Floor Toronto, Ontario M5J 2S8	By: _____________________________ Name: Title:
Attention: [redacted]	By: _____________________________ Name: Title:

CANADIAN LENDER	**THE TORONTO-DOMINION BANK**
Address: TD Securities 66 Wellington Street West Toronto, ON M5K 1A2	By: ____________________ Name: [redacted] Title: [redacted]
Attention: [redacted]	By: ____________________ Name: [redacted] Title: [redacted]

CANADIAN LENDER	**NATIONAL BANK OF CANADA**
Address: National Bank of Canada 130 King Street West, Suite 800 Toronto, ON M5X 1J9	By: ____________________ Name: Title:
Attention: [redacted]	By: ____________________ Name: Title:
Fax: [redacted]	

CANADIAN LENDER		**THE BANK OF NOVA SCOTIA**	
Address:	The Bank of Nova Scotia, GWS – Loan Operations 720 King Street West 2nd Floor Toronto, Ontario M5V 2T3	By:	______________________ Name: Title:
Attention:	[redacted]	By:	______________________ Name: Title:
Fax:	[redacted]		

CANADIAN LENDER	**ROYAL BANK OF CANADA**
Address: Royal Bank of Canada 4th Floor, North Tower, Royal Bank Plaza 200 Bay Street Toronto, Ontario, M5J 2W7	By: ____________________ Name: Title:
Attention: [redacted]	By: ____________________ Name: Title:

CANADIAN LENDER	**FARM CREDIT CANADA**
Address: Farm Credit Canada 200 - Legget Drive Kanata, ON K2K 3A3	By: ____________________ Name: Title:
Attention: Loan Closing and Documentation	
Fax: [redacted]	By: ____________________ Name: Title:

CANADIAN LENDER	**BANK OF AMERICA, N.A., CANADA BRANCH**
Address: 181 Bay Street, 4th floor Toronto, ON M5J 2V8	By: ____________________ Name: Title:
Attention: [redacted]	
Fax: [redacted]	By: ____________________ Name: Title:

CANADIAN LENDER	**WELLS FARGO BANK, N.A., CANADIAN BRANCH**
Address: 22 Adelaide Street West, Suite 2200 Toronto, ON M5H 3Y2	By: ____________________ Name: Title:
Attention: [redacted]	By: ____________________ Name: Title:

CANADIAN LENDER	ATB FINANCIAL
Address: Suite 600, 585 8th Ave S.W. Calgary, AB T2P 1G1	By: ____________________ Name: Title:
Attention: [redacted]	By: ____________________ Name: Title:

CANADIAN LENDER	**BANK OF MONTREAL**
Address: 17th Floor, 100 King St West Toronto, ON M5A 1A1	By: ________________________ Name: Title:
Attention: [redacted]	By: ________________________ Name: Title:

CANADIAN LENDER

Address: 22 Adelaide Street West, 37th floor, Toronto, Ontario, M5H 4E3

Attention: [redacted]

[redacted]

COÖPERATIEVE RABOBANK U.A., CANADA BRANCH, CARRYING ON BUSINESS AS RABOBANK CANADA

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

U.S. LENDER

Address:

161 Bay Street
8th Floor
Toronto, Ontario M5J 2S8

Attention:

[redacted]

[redacted]

CANADIAN IMPERIAL BANK OF COMMERCE

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

U.S. LENDER

Address: TD Securities
66 Wellington Street West
Toronto, ON M5K 1A2

Attention: [redacted]

[redacted]

THE TORONTO-DOMINION BANK

By: ______________________________
Name: [redacted]
Title: [redacted]

By: ______________________________
Name: [redacted]
Title: [redacted]

U.S. LENDER | **NATIONAL BANK OF CANADA**

Address: National Bank of Canada
130 King Street West, Suite 800
Toronto, ON M5X 1J9

Attention: [redacted]

[redacted]

Fax: [redacted]

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

U.S. LENDER	**THE BANK OF NOVA SCOTIA**
Address: The Bank of Nova Scotia, GWS – Loan Operations 720 King Street West 2nd Floor Toronto, Ontario M5V 2T3	By: ____________________ Name: Title:
Attention: [redacted]	By: ____________________ Name: Title:
Fax: [redacted]	

U.S. LENDER	**ROYAL BANK OF CANADA**
Address: Royal Bank of Canada 4th Floor, North Tower, Royal Bank Plaza 200 Bay Street Toronto, Ontario, M5J 2W7	By: ____________________ Name: Title:
Attention: [redacted]	By: ____________________ Name: Title:

U.S. LENDER

Address: Farm Credit Canada
200 - Legget Drive
Kanata, ON K2K 3A3

Attention: [redacted]

Fax: [redacted]

FARM CREDIT CANADA

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

U.S. LENDER		**BANK OF AMERICA, N.A., CANADA BRANCH**	
Address:	181 Bay Street, 4th floor Toronto, ON M5J 2V8	By:	____________________________ Name: Title:
Attention:	[redacted]		
Fax:		By:	____________________________ Name: Title:

U.S. LENDER	**WELLS FARGO BANK, N.A., CANADIAN BRANCH**
Address: 22 Adelaide Street West, Suite 2200 Toronto, ON M5H 3Y2	By: ________________________ Name: Title:
Attention: [redacted]	By: ________________________ Name: Title:

U.S. LENDER	**ATB FINANCIAL**
Address: Suite 600, 585 8th Ave S.W. Calgary, Alberta T2P 1G1	By: ____________________________ Name: Title:
Attention: [redacted]	By: ____________________________ Name: Title:

U.S. LENDER

Address: 17th Floor, 100 King St West
Toronto, ON M5A 1A1

Attention: [redacted]

BANK OF MONTREAL

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

U.S. LENDER		COÖPERATIEVE RABOBANK U.A., CANADA BRANCH, CARRYING ON BUSINESS AS RABOBANK CANADA	
Address:	22 Adelaide Street West, 37th floor, Toronto, Ontario, M5H 4E3	By:	_________________ Name: Title:
Attention:	[redacted]	By:	_________________ Name: Title:

SCHEDULE "A"

INDIVIDUAL COMMITMENTS

LENDER	TRANCHE A CANADIAN REVOLVER COMMITMENT (C$)	TRANCHE B CANADIAN REVOLVER COMMITMENT (U.S.$)	U.S. REVOLVER FACILITY COMMITMENT (U.S.$)
Canadian Imperial Bank of Commerce	[redacted]	[redacted]	[redacted]
The Toronto-Dominion Bank	[redacted]	[redacted]	[redacted]
Farm Credit Canada	[redacted]	[redacted]	[redacted]
National Bank of Canada	[redacted]	[redacted]	[redacted]
The Bank of Nova Scotia	[redacted]	[redacted]	[redacted]
Royal Bank of Canada	[redacted]	[redacted]	[redacted]
Bank of Montreal	[redacted]	[redacted]	[redacted]
ATB Financial	[redacted]	[redacted]	[redacted]
Wells Fargo Bank, N.A., ~~Canada~~Canadian Branch	[redacted]	[redacted]	[redacted]
Bank of America, N.A., Canada Branch	[redacted]	[redacted]	[redacted]
Coöperatieve Rabobank U.A., Canada Branch, carrying on business as Rabobank Canada	[redacted]	[redacted]	[redacted]
TOTAL	**C$450,000,000**	**U.S.$50,000,000**	**U.S.$225,000,000**

SCHEDULE "B"

BORROWING NOTICE

TO: **[CANADIAN IMPERIAL BANK OF COMMERCE, as Canadian Agent] [CANADIAN IMPERIAL BANK OF COMMERCE, as U.S. Agent]**

FROM: **[AG GROWTH INTERNATIONAL INC.][WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.]**

DATE: ■

1. This Borrowing Notice is delivered to you, as Agent, pursuant to the Third Amended and Restated Credit Agreement dated March 11, 2024, among, *inter alia,* Ag Growth International Inc. and Westfield Distributing (North Dakota) Inc. as borrowers (the "Borrowers"), the Canadian Agent, the U.S. Agent and the Lenders specified therein, as amended and restated, amended, modified, supplemented, restated or replaced from time to time (the "Credit Agreement"). All defined terms used, but not otherwise defined, in this notice shall have the respective meanings set forth in the Credit Agreement.

2. The undersigned hereby requests an Advance as follows:

   (a) Date of Advance:

   (b) Applicable Borrowing:

   Tranche A Canadian Revolver
   Tranche B Canadian Revolver
   U.S. Revolver Facility

   (c) Aggregate amount of Advances Cdn.$ ____________

   U.S.$ ____________

   (d) Type and amount of Advances

   (i) Prime Rate Advance: Cdn.$ ____________

   (ii) Daily Compounded CORRA Advance (initial Interest Period: 1 month): Cdn.$ ____________

   (iii) Term CORRA Advance (initial Interest Period: ■): Cdn.$ ____________

   (iv) U.S. Base Rate Advance: U.S.$ ____________

(v) U.S. Prime Rate Advance: U.S.$ ____________

(vi) SOFR Advance (initial Interest Period: ■): U.S.$ ____________

(vii) EURIBOR Advance (initial Interest Period: ■): € ______________

3. The undersigned certifies that:

(a) the representations and warranties of each of the Loan Parties contained in the Loan Documents are true and correct as of the date hereof with the same force and effect as if such representations and warranties had been made on and as of the date hereof; and

(b) no Default or Event of Default has occurred and is continuing.

Yours truly,

[AG GROWTH INTERNATIONAL INC.][WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.]

Per: ______________________________
Authorized Signatory

SCHEDULE "C"

[*INTENTIONALLY DELETED*]

SCHEDULE “D”

FORM OF ISSUE NOTICE

TO: **[CANADIAN IMPERIAL BANK OF COMMERCE, as Canadian Agent]** **[CANADIAN IMPERIAL BANK OF COMMERCE, as U.S. Agent]**

FROM: **[AG GROWTH INTERNATIONAL INC.]** **[WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.]**

DATE: ■

1. This Issue Notice is delivered to you, as Agent, pursuant to the Third Amended and Restated Credit Agreement dated March 11, 2024, among, *inter alia*, Ag Growth International Inc. and Westfield Distributing (North Dakota) Inc. as borrowers (the “**Borrowers**”), the Canadian Agent, the U.S. Agent and the Lenders specified therein, as amended and restated, amended, modified, supplemented, restated or replaced from time to time (the “**Credit Agreement**”). All defined terms used, but not otherwise defined, in this notice shall have the respective meanings set forth in the Credit Agreement.

2. The Borrower hereby issues an Issue Notice pursuant to Section 5.2 of the Credit Agreement on the following terms:

   (a) The date of the Issue is ■.

   (b) The type of Letter of Credit is ■.

   (c) The aggregate Face Amount is **[insert amount and currency]**.

   (d) The expiration date of such Letter of Credit is ■.

   (e) The name and address of the Beneficiary of the Letter of Credit is ■.

   (f) **[Any other information as may be required by the Issuing Lender in accordance with its usual practice.]**

3. The Borrower certifies that:

   (a) the representations and warranties of each of the Loan Parties contained in the Loan Documents are true and correct as of the date hereof with the same force and effect as if such representations and warranties had been made on and as of the date hereof; and

   (b) no Default or Event of Default has occurred and is continuing.

Yours truly,

[AG GROWTH INTERNATIONAL INC.][WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.]

Per: ________________________________

Authorized Signatory

SCHEDULE "E"

ELECTION NOTICE

TO: **[CANADIAN IMPERIAL BANK OF COMMERCE, as Canadian Agent] [CANADIAN IMPERIAL BANK OF COMMERCE, as U.S. Agent]**

FROM: **[AG GROWTH INTERNATIONAL INC.][WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.]**

DATE: ■

1. This Election Notice is delivered to you, as Agent, pursuant to the Third Amended and Restated Credit Agreement dated March 11, 2024, among, *inter alia,* Ag Growth International Inc. and Westfield Distributing (North Dakota) Inc. as borrowers (the "Borrowers"), the Canadian Agent, the U.S. Agent and the Lenders specified therein, as amended and restated, amended, modified, supplemented, restated or replaced from time to time (the "**Credit Agreement**"). All defined terms used, but not otherwise defined, in this notice shall have the respective meanings set forth in the Credit Agreement.

2. The undersigned hereby requests a conversion under the **[Tranche A Canadian Revolver] [Tranche B Canadian Revolver] [U.S. Revolver Facility]** as follows:

   (a) Type and amount of each Advance to be converted (check appropriate boxes):

		Amount
( )	Prime Rate Advance	Cdn.$_____________
( )	Daily Compounded CORRA Advance	

	Amount	Term in Months
Cdn.$	_____________	_____________
	_____________	_____________
	_____________	_____________

( ) Term CORRA Advance

	Amount	Term in Months
Cdn.$	_____________	_____________
	_____________	_____________
	_____________	_____________

( )	U.S. Base Rate Advance	U.S.$_____________
( )	U.S. Prime Rate Advance	U.S.$_____________
( )	SOFR Advance	

	Amount	Term in Months
U.S.$	____________	____________
	____________	____________
	____________	____________

(b) Type and amount of each Advance resulting from conversion (check appropriate boxes):

		Amount
( )	Prime Rate Advance	Cdn.$____________
( )	Daily Compounded CORRA Advance	

	Amount	Term in Months
Cdn.$	____________	____________
	____________	____________
	____________	____________

( ) Term CORRA Advance

	Amount	Term in Months
Cdn.$	____________	____________
	____________	____________
	____________	____________

( )	U.S. Base Rate Advance	U.S.$____________
( )	U.S. Prime Rate Advance	U.S.$____________
( )	SOFR Advance	

	Amount	Term in Months
U.S.$	____________	____________
	____________	____________
	____________	____________

3. The undersigned certifies that:

(a) the representations and warranties of each of the Loan Parties contained in the Loan Documents are true and correct as of the date hereof with the same force and effect as if such representations and warranties had been made on and as of the date hereof; and

(b) no Default or Event of Default has occurred and is continuing.

Yours truly,

. AG GROWTH INTERNATIONAL INC.][WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.]

Per: ______________________________
Authorized Signatory

SCHEDULE "F"

REPAYMENT NOTICE

TO: **[CANADIAN IMPERIAL BANK OF COMMERCE, as Canadian Agent] [CANADIAN IMPERIAL BANK OF COMMERCE, as U.S. Agent]**

FROM: **[AG GROWTH INTERNATIONAL INC.][WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.]**

DATE: ■

The undersigned refers to the Third Amended and Restated Credit Agreement dated March 11, 2024, among, inter alia, Ag Growth International Inc. and Westfield Distributing (North Dakota) Inc. as borrowers (the "**Borrowers**"), the Canadian Agent, the U.S. Agent and the Lenders specified therein, as amended and restated, amended, modified, supplemented, restated or replaced from time to time (the "**Credit Agreement**"), and hereby gives you notice pursuant to Section 2.8 of the Credit Agreement that the Borrower shall **[make a repayment of the Accommodations outstanding (the "Repayment")]** or **[reduce the amount of the Commitment (the "Reduction")]** under the Credit Agreement, and in that connection sets forth below the information relating to such **[Repayment]** or **[Reduction]** as required by Section 2.8 of the Credit Agreement:

The **[Repayment]** or **[Reduction]** is in respect of **[Tranche A Canadian Revolver] [Tranche B Canadian Revolver]** or **[the U.S. Revolver Facility]**.

The Business Day of the **[Repayment]** or **[Reduction]** is: ■

The aggregate principal amount of the **[Repayment]** or **[Reduction]** is **[insert currency, amount]**.

[The Type of Advance to which the Repayment should be applied is [4]] ■.

Yours truly,

[AG GROWTH INTERNATIONAL INC.][WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.]

Per: ____________________________
Authorized Signatory

[4] Omit in the case of a reduction.

SCHEDULE "G"

COMPLIANCE CERTIFICATE

TO: CANADIAN IMPERIAL BANK OF COMMERCE, as Canadian Agent and CANADIAN IMPERIAL BANK OF COMMERCE, as U.S. Agent

RE: Third Amended and Restated Credit Agreement dated March 11, 2024, among, inter alia, Ag Growth International Inc. and Westfield Distributing (North Dakota) Inc. as borrowers (the "**Borrowers**"), the Canadian Agent, the U.S. Agent and the Lenders specified therein, as amended and restated, amended, modified, supplemented, restated or replaced from time to time (the "**Credit Agreement**"). All defined terms used, but not otherwise defined, in this notice shall have the respective meanings set forth in the Credit Agreement.

DATE: ■, 20■

The undersigned, the **[Chief Financial Officer][or insert title of other senior officer]** of AGI and the **[Chief Financial Officer][or insert title of other senior officer]** of Westfield ND, hereby certify, in that capacity and without personal liability, that:

1. We have read and am familiar with the provisions of the Credit Agreement and have made such examinations and investigations, including a review of the applicable books and records of the Borrowers as are necessary to enable us to express an informed opinion as to the matters set out herein and to furnish this Certificate.

2. We have furnished this Certificate with the intent that it may be relied upon by the Agents and the Lenders as a basis for determining compliance by the Borrowers with their respective covenants and obligations under the Credit Agreement and the other Loan Documents as of the date of this Certificate.

3. The representations and warranties contained in Section 7.1 of the Credit Agreement and in any other Loan Document are true and correct on the date of this Certificate with the same effect as if made on such date **[except ____________________]**.

4. As of the date hereof, no Default or Event of Default has occurred and is continuing.

5. This Certificate applies to the Financial **[Quarter/Year]** ending **_______________** (the "**Period**").

6. For purposes of this Compliance Certificate, the consolidated financial statements of the Borrowers most recently delivered pursuant to Section 8.1(a)(i) or 8.1(a)(ii) of the Credit Agreement, as the case may be, have been prepared in accordance with IFRS consistently applied, and present fairly the consolidated financial condition of the Persons covered thereby as at the dates thereof and the results of their operations and cash flows for the

periods then ended (except that, in the case of quarterly financial statements, notes to the statements and audit adjustments required by GAAP are not included).

7. As at the last day of the Period, the following ratio and amounts were as follows:

(a) Total Debt Service Coverage Ratio (Section 8.3(a)(i)): __________________

(b) Leverage Ratio – For Financial Covenant Purposes (Section 8.3(a)(ii)): _________

(c) Leverage Ratio – For Applicable Margin Purposes (Section 8.3(a)(ii)): _________

Annex I hereto sets forth details of the calculations of the above ratios.

8. The Consolidated EBITDA of all Unencumbered Subsidiaries and Limited Guarantors for the four (4) most recently completed Financial Quarters included in the calculation of ~~8~~**paragraph 7** above represents ___% of Consolidated EBITDA reported as at such date.[5]

Annex II hereto sets forth details of the percentage noted above.

9. **[In accordance with Section 8.1(a)(v) of the Credit Agreement, attached hereto as Annex III are updated version(s) of [Schedule 7.1(f) (Litigation)/ Schedule 7.1(j) (Corporate Structure)/ Schedule 7.1(k) (Locations of Collateral)/ Schedule 7.1(m) (Intellectual Property)/ Schedule 7.1(n) (Leasehold Real Estate)/ Schedule 7.1(o) (Owned Real Estate)/ Schedule 7.1(s) (Environmental Disclosure)/ Schedule 7.1(t) (Material Agreements/ Schedule 7.1(w) (Pension Plans/ Schedule 7.1(bb) (Labour and Employment Maters) and/or Schedule 7.1(gg) (Bank Accounts)]**.

10. As at the last day of the Period, the amount of Permitted Brazilian Investments (Section 8.1(a)(vi)) is: ___________________**.**

11. Annex IV hereto sets forth a report on the financial performance of the entity or entities which are the subject of the Permitted Brazilian Investments for such Period.

12. **In accordance with Section 8.1(a)(vii), Annex V hereto sets forth the Consolidated EBITDA broken down by country and the Consolidated EBITDA of AGI Brazil, in each case, for the four (4) most recently completed Financial Quarters included in the calculation of paragraph 7 above.**

Yours Truly,

[5] ~~For each period of four Financial Quarters reported on or after the Restatement Date,~~ Consolidated EBITDA will be adjusted by disregarding~~,~~ in the determination thereof (solely for **the** purposes of compliance with the financial covenants), the aggregate amount of Consolidated EBITDA from Unencumbered Subsidiaries and Limited Guarantors that would exceed ~~30~~**the** % of Consolidated EBITDA **specified in Section 8.3(d)**.

AG GROWTH INTERNATIONAL INC.

Per: ______________________________
Authorized Signatory

WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.

Per: ______________________________
Authorized Signatory

ANNEX I
TO COMPLIANCE CERTIFICATE

AG GROWTH INTERNATIONAL INC.
WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.

COMPLIANCE CALCULATIONS
FOR CREDIT AGREEMENT DATED AS OF MARCH 11, 2024

CALCULATIONS AS OF _____________, 20___

A. Total Debt Service Coverage Ratio (Section 8.3(a)(i))

1.	net income (loss) for the Period, determined in accordance with IFRS on a consolidated basis ("**Consolidated Net Income**")	$___________
2.	all items properly classified as interest expense for the Period, determined in accordance with IFRS on a consolidated basis ("**Consolidated Interest Charges**")[1]	$___________
3.	the aggregate of all Taxes (including deferred Taxes) based on income for the Period, determined in accordance with IFRS on a consolidated basis ("**Consolidated Income Tax Expense**")[2]	$___________
4.	depreciation, amortization and depletion charged or credited to the income statement for the Period, determined in accordance with IFRS on a consolidated basis ("**Consolidated Depreciation and Amortization Expense**")[3]	$___________
5.	Sum of lines A1, A2, A3 and A4	$___________
6.	non cash gains or losses related to foreign exchange for the Period	$___________

[1] Only to the extent deducted in calculating Consolidated Net Income.

[2] Only to the extent deducted in calculating Consolidated Net Income.

[3] Only to the extent deducted in calculating Consolidated Net Income.

7. expenses related to "share-based compensation" or any stock-based compensation plans for the Period $____________

8. non-cash gains or losses related to Hedging Transactions for the Period $____________

9. transaction and restructuring expenses related to Permitted Acquisitions (including, for greater certainty, debt or equity financing costs that are treated as an expense in accordance with IFRS) for the Period $____________

10. any gain or loss arising from the disposition of capital assets or investments held for sale, as determined in accordance with IFRS for the Period $____________

11. non-cash gains or losses related to the fair value adjustment of contingent earn-outs for Permitted Acquisitions for the Period $____________

12. non-cash expenses related to the accounting calculation of inventory net realizable value on Permitted Acquisitions for the Period $____________

13. any write up or write down of Property (including write-downs of goodwill or intangibles), as determined in accordance with IFRS for the Period $____________

14. payments related to the purchase price of Permitted Acquisitions that are categorized as an expense in accordance with IFRS for the Period $____________

15. non-cash expenses or income that result from an adjustment to the purchase price allocation of a Permitted Acquisition, in accordance with IFRS for the Period $____________

16. extraordinary or non-recurring items for the Period in connection with the grain bin failure

17. extraordinary or non-recurring items for the Period in an amount not to exceed 20% of Consolidated EBITDA for such Period (calculated prior to giving effect to such capped exclusion, but after giving effect to all other add backs and exclusions) $____________

18. Sum of lines A6, A7, A8, A9, A10, A11, A12, A13, A14, A15, A16 and A17 $____________

19.	Line A5 minus A18 ("**Consolidated EBITDA**")[4]	$____________
20.	consolidated operating lease expenses	$____________
21.	Capital Expenditures net of (a) proceeds from Debt issuances for the Period, (b) proceeds of the type described in the definition of Net Equity Proceeds for the Period and (c) the aggregate amount of undrawn availability under the Credit Facilities for the Period[5]	$____________
22.	Capital Expenditures net of proceeds from sales of fixed assets for the Period	$____________
23.	Lesser of lines A21 and A22 ("**consolidated Unfunded Capital Expenditures**")[6]	$____________
24.	consolidated Cash Taxes Paid of AGI for the four most recently completed Financial Quarters	$____________
25.	Line A19 plus A20 minus A23 minus A24	$____________
26.	scheduled principal payments on Debt for the four most recently completed Financial Quarters[7]	$____________
27.	operating lease expenses for the four most recently completed Financial Quarters	$____________
28.	Cash Interest Paid for the four most recently completed	

[4] For each period of four Financial Quarters reported on or after the Restatement Date, Consolidated EBITDA will be adjusted by disregarding, in the determination thereof (solely for purpose of compliance with financial covenants), the aggregate amount of Consolidated EBITDA from Unencumbered Subsidiaries that would exceed 30% of Consolidated EBITDA.

[5] The aggregate amount of undrawn availability under the Credit Facilities may only be deducted to the extent that the Loan Parties would be in compliance with Article 8 of the Credit Agreement if the amount of such deduction had actually been advanced under the Credit Facilities.

[6] In no event shall Unfunded Capital Expenditures be less than zero.

[7] Include the principal component of payments on Capitalized Lease Liabilities.

	Financial Quarters	$__________
29.	all funds paid by any Loan Party to any Hedge Bank pursuant to an Equity Hedging Transaction for the four most recently completed Financial Quarters	$__________
30.	dividends paid in cash for the four most recently completed Financial Quarters	$__________
31.	cash otherwise paid to employees in lieu of AGI Common Shares by AGI for the four most recently completed Financial Quarters	$__________
32.	Sum of lines A26, A27, A28, A29, A30 and A31	$__________
33.	Ratio of line A25 to A32 ("**Total Debt Service Coverage Ratio**")	____:1.00
34.	The ratio in line A33 must not be less than	1.00:1.00
35.	The Loan Parties are in compliance (circle yes or no)	yes/no

B. Leverage Ratio (Section 8.3(a)(ii))

1.	Consolidated Total Debt of AGI	$__________
2.	unencumbered cash of AGI and its **[Consolidated]** Subsidiaries (subject to cap of $35,000,000)	$__________
3.	the face amount of EDC Letters of Credit (to the extent undrawn)	$__________
4.	the principal amount of Convertible Debenture Debt and Senior Subordinated Unsecured Debentures	$__________
5.	the negative mark-to-market value of Hedging Transactions included in the calculation of Debt pursuant to clause (h) of the definition thereof in the Credit Agreement	$__________
6.	Permitted Brazilian Debt	$__________
7.	Sum of line B2, B3, B4, B5 and B6	$__________
8.	Line B1 minus B7	$__________
9.	Consolidated EBITDA for the four most recently completed Financial Quarters	$__________

10. Ratio of line B8 to B9 ____:1.00

11. Ratio in line B10 must not exceed **4.00:1.00 as of the each of each Financial Quarter during the Modification Period, or** 3.75:1.00 as of the end of each Financial Quarter **subsequent to the Modification Period**.

12. The Loan Parties are in compliance (circle yes or no) yes/no

ANNEX II
TO COMPLIANCE CERTIFICATE

AG GROWTH INTERNATIONAL INC.
WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.

CALCULATIONS AS OF _____________, 20___

1.	Consolidated EBITDA for AGI and its Consolidated Subsidiaries for the four most recently completed Financial Quarters	$___________
2.	Consolidated EBITDA of all Unencumbered Subsidiaries and Limited Guarantors for the four most recently completed Financial Quarters	$___________
	Ratio of line 2 to Line 1	____:1.00

ANNEX III
TO COMPLIANCE CERTIFICATE

AG GROWTH INTERNATIONAL INC.
WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.

UPDATED SCHEDULES AS OF _____________, 20___

See attached.

[Delete if not applicable.]

ANNEX IV
TO COMPLIANCE CERTIFICATE

AG GROWTH INTERNATIONAL INC.
WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.

PERMITTED BRAZILIAN INVESTMENT FINANCIAL REPORTING

ANNEX V
TO COMPLIANCE CERTIFICATE

AG GROWTH INTERNATIONAL INC.
WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.

CONSOLIDATED EBITDA BY COUNTRY

SCHEDULE "H"

GUARANTEES AND SECURITY DOCUMENTS

1. Guarantee dated as of November 14, 2018 executed by each Full Guarantor in favour of Canadian Imperial Bank of Commerce as agent for the Lenders

   (a) Supplement to guarantee dated as of September 29, 2021 executed by Mitchell Mill and Improtech Ltd. (predecessor by amalgamation to AGI) in favour of Canadian Imperial Bank of Commerce as agent for the Lenders

   (b) Supplement to guarantee dated as of March 31, 2022 executed by Eastern Fabricators Inc. (predecessor by amalgamation to AGI) in favour of Canadian Imperial Bank of Commerce as agent for the Lenders

   (c) Supplement to guarantee dated as of May 9, 2022 executed by Suretrack in favour of Canadian Imperial Bank of Commerce as agent for the Lenders

   (d) Supplement to guarantee dated as of July 14, 2022 executed by AGI Brazil and AGI Brasil Comércio de Equipamentos e Montagens Ltda. (predecessor by merger to AGI Brazil) in favour of Canadian Imperial Bank of Commerce as agent for the Lenders

   (e) Supplement to guarantee dated December 31, 2022 executed by Farmobile, Inc. and Farmobile LLC in favour of Canadian Imperial Bank of Commerce as agent for the Lenders

   (f) Supplement to guarantee dated as of March 31, 2023 executed by 14887042 Canada Inc. (predecessor by amalgamation to AGI) in favour of Canadian Imperial Bank of Commerce as agent for the Lenders

   (g) Supplement to guarantee dated as of December 31, 2023 executed by AGI Suretrack Ltd. (predecessor by amalgamation to AGI) in favour of Canadian Imperial Bank of Commerce as agent for the Lenders

2. Subordination Confirmation Agreement dated as of November 14, 2018 among Computershare Trust Company of Canada, AGI and the Agents

3. General security agreement dated as of November 14, 2018 executed by AGHC, AGI, AGI Alpha, AGI Bravo, CMC Industrial Electronics Ltd. (predecessor by amalgamation to AGI) and Danmare Group Inc. (predecessor by amalgamation to AGI) in favour of the Collateral Agent for the benefit of the Secured Parties

   (a) Supplement to general security agreement dated as of April 29, 2020 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

(b) Supplement to general security agreement dated as of September 29, 2021 executed by Improtech Ltd. (predecessor by amalgamation to AGI) in favour of the Collateral Agent for the benefit of the Secured Parties

(c) Supplement to general security agreement dated as of March 31, 2022 executed by Eastern Fabricators Inc. (predecessor by amalgamation to AGI) in favour of the Collateral Agent for the benefit of the Secured Parties

(d) Supplement to general security agreement dated as of March 31, 2022 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

(e) Supplement to general security agreement dated as of March 31, 2023 executed by 14887042 Canada Inc. (predecessor by amalgamation to AGI) in favour of the Collateral Agent for the benefit of the Secured Parties

(f) Supplement to general security agreement dated as of December 31, 2023 executed by AGI Suretrack Ltd. (predecessor by amalgamation to AGI) in favour of the Collateral Agent for the benefit of the Secured Parties

4. Security agreement dated as of November 14, 2018 executed by Airlanco, Danmare ~~USA~~, **Inc. (subsequently dissolved),** Global, Hansen, Junge Control, Inc. (subsequently liquidated), Tramco, Inc. (subsequently dissolved), Union Iron, Inc. (subsequently liquidated), Westeel USA LLC (subsequently dissolved), Westfield ND and Yargus in favour of the Collateral Agent for the benefit of the Secured Parties

(a) Supplement to security agreement dated as of April 29, 2020 executed by Westfield ND in favour of the Collateral Agent for the benefit of the Secured Parties

(b) Supplement to security agreement dated as of September 29, 2021 executed by Mitchell Mill in favour of the Collateral Agent for the benefit of the Secured Parties

(c) Supplement to security agreement dated as of May 9, 2022 executed by Suretrack in favour of the Collateral Agent for the benefit of the Secured Parties

(d) Supplement to security agreement dated as of May 9, 2022 executed by Westfield ND in favour of the Collateral Agent for the benefit of the Secured Parties

(e) Supplement to security agreement dated as of December 31, 2022 executed by Farmobile, Inc. and Farmobile LLC in favour of the Collateral Agent for the benefit of the Secured Parties

5. Omnibus Amendment and Acknowledgement and Confirmation Agreement dated as of May 9, 2022 executed by AGI, AGHC, AGI Alpha, AGI Bravo, CMC Industrial Electronics Ltd. (predecessor by amalgamation to AGI), Danmare Group Inc. (predecessor by amalgamation to AGI), Westfield ND, Yargus, Hansen, Union Iron, Inc. (subsequently liquidated), Airlanco, Tramco, Inc. (subsequently dissolved), Global, Junge

Control, Inc. (subsequently liquidated), Danmare ~~USA~~, **Inc. (subsequently dissolved),** Improtech Ltd. (predecessor by amalgamation to AGI), Mitchell Mill and Eastern Fabricators Inc. (predecessor by amalgamation to AGI)

Canadian IP Security:

6. Canadian trademark security agreement dated as of November 14, 2018 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

   (a) Supplement to trademark security agreement dated as of May 13, 2020 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

   (b) Supplement to trademark security agreement dated as of May 9, 2022 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

7. Canadian patent security agreement dated as of November 14, 2018 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

   (a) Supplement to patent security agreement dated May 13, 2020 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

   (b) Supplement to patent security agreement dated as of May 9, 2022 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

8. Canadian trademark security agreement dated as of December 31, 2022 executed by Suretrack in favour of the Collateral Agent for the benefit of the Secured Parties

9. Canadian patent security agreement dated as of November 14, 2018 executed by CMC Industrial Electronics Ltd. (predecessor by amalgamation to AGI) in favour of the Collateral Agent for the benefit of the Secured Parties

10. Canadian patent security agreement dated as of December 31, 2022 executed by Suretrack in favour of the Collateral Agent for the benefit of the Secured Parties

US IP Security:

11. US trademark security agreement dated as of November 14, 2018 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

    (a) Supplement to trademark security agreement dated as of May 13, 2020 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

    (b) Supplement to trademark security agreement dated as of May 9, 2022 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

12. US trademark security agreement dated as of November 14, 2018 executed by Airlanco in favour of the Collateral Agent for the benefit of the Secured Parties

13. US trademark security agreement dated as of November 14, 2018 executed by Yargus in favour of the Collateral Agent for the benefit of the Secured Parties

14. US trademark security agreement dated as of November 14, 2018 executed by Hansen in favour of the Collateral Agent for the benefit of the Secured Parties

15. US trademark security agreement dated as of November 14, 2018 executed by Global in favour of the Collateral Agent for the benefit of the Secured Parties

16. US trademark security agreement dated as of December 31, 2022 executed by Suretrack in favour of the Collateral Agent for the benefit of the Secured Parties

17. US patent security agreement dated as of November 14, 2018 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

    (a) Supplement to patent security agreement dated May 13, 2020 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

    (b) Supplement to patent security agreement dated May 9, 2022 executed by AGI in favour of the Collateral Agent for the benefit of the Secured Parties

18. US patent security agreement dated as of November 14, 2018 executed by Global in favour of the Collateral Agent for the benefit of the Secured Parties

19. US patent security agreement dated as of May 9, 2022 executed by Suretrack in favour of the Collateral Agent for the benefit of the Secured Parties

    (a) Supplement to patent security agreement dated December 31, 2022 executed by Suretrack in favour of the Collateral Agent for the benefit of the Secured Parties

<u>Canadian Mortgages:</u>

20. Mortgage dated as of November 14, 2018 in respect of the real properties located at (i) 74 Main Street, Box 39, Rosenort, Manitoba and (ii) 450 Desautels Street / 445 Deschambault Street, Winnipeg, Manitoba, granted by AGI in favour of the Collateral Agent, for the benefit of the Secured Parties

    (a) Amendment to above mortgage dated May 9, 2022

21. Mortgage dated as of November 14, 2018 in respect of the real properties located at (i) 201 Industrial Drive, Swift Current, Saskatchewan and (ii) 38211 Range Road 3052 Rural Municipality of Corman Park, Saskatchewan, granted by AGI in favour of the Collateral Agent, for the benefit of the Secured Parties

    (a) Amendment to above mortgage dated May 9, 2022

22. Mortgage dated as of November 14, 2018 in respect of the real property located at 215 Baron's Street, Nobleford, Alberta granted by AGI in favour of the Collateral Agent, for the benefit of the Secured Parties

    (a) Amendment to above mortgage dated May 9, 2022

<u>US Mortgages:</u>

23. Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of December 20, 2018 in respect of real property located at 2928 E. Highway 30, Grand Island, NE 68801 granted by Global in favor of Collateral Agent

    (a) Amendment to above mortgage dated May 9, 2022

24. Mortgage dated December 20, 2018 in respect of real property located at 4511 North Northview Avenue, Sioux Falls, SD 57107 granted by Hansen in favor of Collateral Agent.

    (a) Amendment to above mortgage dated May 9, 2022

25. Mortgage dated as of December 20, 2018 in respect of real property located at 12285 E. Main St. Marshall, IL 62441granted by Yargus in favor of Collateral Agent

    (a) Amendment to above mortgage dated May 9, 2022

26. Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of July 8, 2022 in respect of real property located at 312 S. Hwy 73, Falls City, NE, 68355 granted by Westfield ND in favor of Collateral Agent

27. Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of July 5, 2022 in respect of various real properties located at 514-W Crawford St, Clay Center, KS, 67432 granted by Global in favor of Collateral Agent

<u>Account Control Agreements:</u>

28. Deposit Account Control Agreement (Pledged Account with Activation) dated as of November 14, 2018 among CIBC Bank USA, the Collateral Agent, Westfield ND, Union Iron, Inc. (subsequently liquidated), Junge Control, Inc. (subsequently liquidated), Airlanco, Yargus, Tramco, Inc. (subsequently dissolved) and Hansen

<u>Brazilian Security Documents:</u>

29. Private Instrument of Fiduciary Transfer of Quotas and Shares dated July 14, 2022 among AGI Alpha, AGI Bravo, AGI Brazil, AGI Brasil Comércio de Equipamentos e Montagens

Ltda. (predecessor by merger to AGI Brazil) (as intervening and consenting party) and the Collateral Agent, on behalf of the Secured Parties

30. Private Instrument of Fiduciary Transfer of Equipment dated July 14, 2022 between AGI Brazil and the Collateral Agent, on behalf of the Secured Parties

31. Private Instrument of Fiduciary Transfer of Real Estate Property dated July 14, 2022 between AGI Brazil and the Collateral Agent, on behalf of the Secured Parties

32. Private Instrument of Fiduciary Transfer of Receivables and Accounts dated July 14, 2022 between AGI Brazil, AGI Brasil Comércio de Equipamentos e Montagens Ltda. (predecessor by merger to AGI Brazil) and the Collateral Agent, on behalf of the Secured Parties

33. Inventory Pledge Agreement dated July 14, 2022 between AGI Brazil and the Collateral Agent, on behalf of the Secured Parties

SCHEDULE "I"

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "**Assignment and Assumption**") is dated as of the Effective Date set forth below and is entered into by and between **[Insert name of Assignor]** (the "**Assignor**") and **[Insert name of Assignee]** (the "**Assignee**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "**Credit Agreement**"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex I attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date as set forth below (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto only to the extent related to the amount and percentage interest identified in paragraph 5 below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including without limitation any Letters of Credit and guarantees included in such facilities) and (ii) to the extent permitted to be assigned under applicable Law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan-transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "**Assigned Interest**"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor:

2. Assignee:

    - and is an existing Lender
    - and is an Affiliate/Approved Fund of **[identify Lender]**

3. Agents: Canadian Imperial Bank of Commerce, as the Canadian Agent and the U.S. Agent under the Credit Agreement

4. Credit Agreement: means the third amended and restated credit agreement dated March 11, 2024 (as amended, supplemented, replaced or restated from time to time), among, *inter alia*, Ag Growth International Inc. and Westfield Distributing (North

Dakota) Inc. as borrowers and Canadian Imperial Bank of Commerce, as Canadian Agent and U.S. Agent.

5. Assigned Interest:

Facility Assigned[1]	Aggregate Amount of Commitment/Advances for all Lenders[2]	Amount of Commitment/Loans Assigned[3]	Percentage Assigned of Commitment/Loans[4]	CUSIP Number
	$	$	%	
	$	$	%	
	$	$	%	

6. **[Trade Date]**[5]:

____________, 20___ **[the "Effective Date"] [NTD: TO BE INSERTED BY THE AGENTS AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR]**

[*Signature Page Follows*]

[1] Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Agreement (e.g. "Tranche A Canadian Revolver", "Tranche B Canadian Revolver", "U.S. Revolver Facility".)

[2] Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

[3] Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

[4] Set forth, to at least 9 decimals, as a percentage of the Commitment/Advances of all Lenders thereunder.

[5] To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: ____________________________
Name:
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: ____________________________
Name:
Title:

Consented to by:

CANADIAN IMPERIAL BANK OF COMMERCE, as Canadian Agent

By: ____________________________
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE, as U.S. Agent

By: ____________________________
Name:
Title:

Consented to by:

[■], as an Issuing Lender

By: ________________________
Name:
Title:

CANADIAN IMPERIAL BANK OF COMMERCE, as Swingline Lender

By: ________________________
Name:
Title:

Consented to by:[1]

	[AG GROWTH INTERNATIONAL INC.][WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC.], as Borrower By: ____________ Name: Title: By: ____________ Name: Title:

[1] To be added only if the consent of the Borrower is required by Section 12.8(b)(iv) of the Credit Agreement.

ANNEX I
TO ASSIGNMENT AND ASSUMPTION

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. **Representations and Warranties**.

1.1 **Assignor**. 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 Assumption and to consummate the transactions contemplated hereby; (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 Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Loan Parties or any other Person obligated in respect of any Loan Document, or (iv) the performance or observance by the Secured Parties or any other Person of any of their respective obligations under any Loan Document; and (c) gives notice to the Agents and the Borrowers of the assignment to the Assignee hereunder.

1.2 **Assignee**. 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 Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Assignee under the Credit Agreement (subject to receipt of such consents as may be required under the Credit Agreement), (iii) 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 and (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 8.3 thereof, as applicable, 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 Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Agents or any other Lender; and (b) agrees that (i) it will, independently and without reliance on the Agents, 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 Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. **Payments**. From and after the Effective Date, the Agents shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other

amounts) to the Assignor for amounts which have accrued prior to the Effective Date, and to the Assignee for amounts which have accrued from and after the Effective Date.

3. **General Provisions**. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment and Assumption 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 and Assumption by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law governing the Credit Agreement.

SCHEDULE 7.1(D)

APPROVALS

Nil

SCHEDULE 7.1(F)

LITIGATION

1. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]
CONSTRUCTION/INSTALLATION.

2. [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

SCHEDULE 7.1(J)

CORPORATE STRUCTURE

Canadian Entities

AG GROWTH INTERNATIONAL INC. (a Canadian CBCA corporation) ("**AGI**")

Issued Capital Stock: 18,786,206 common voting shares issued to CDS & Co

Guarantor Capacity: **Full**

AG GROWTH HOLDINGS CORP. (a Canadian CBCA Corporation) ("**AGHC**")

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by AGI

Guarantor Capacity: **Full**

AGI ALPHA HOLDINGS CORP. (a Canadian CBCA Corporation)

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by AGI

Guarantor Capacity: **Full**

AGI BRAVO HOLDINGS CORP. (a Canadian CBCA Corporation) ("**AGI Bravo**")

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by AGI

Guarantor Capacity: **Full**

AGI CHARLIE HOLDINGS CORP. (a Canadian CBCA Corporation) ("**AGI Charlie**")

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by AGI

Designation: **Unencumbered Subsidiary**

U.S. Entities

WESTFIELD DISTRIBUTING (NORTH DAKOTA) INC. (a North Dakota corporation) ("**Westfield ND**")

Issued Capital Stock: [redacted]

Ownership Percentage: 100% owned by AGHC

Guarantor Capacity: **Full**

YARGUS MANUFACTURING, INC. (an Illinois Corporation)

Issued Capital Stock: [redacted]

Ownership Percentage: 100% owned by Westfield ND

Guarantor Capacity: **Full**

HANSEN MANUFACTURING CORP. (a South Dakota corporation)

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by Westfield ND

Guarantor Capacity: **Full**

AIRLANCO, INC. (a Nebraska corporation)

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by Westfield ND

Guarantor Capacity: **Full**

GLOBAL INDUSTRIES, INC. (a Nebraska Corporation)

Issued Capital Stock: [redacted]

Ownership Percentage: 100% owned by Westfield ND

Guarantor Capacity: **Full**

~~**DANMARE, INC.** (a Delaware Corporation)~~

~~Issued Capital Stock:~~ [redacted]

~~Ownership Percentage: 100% owned by Westfield ND~~

~~Guarantor Capacity: **Full**~~

MITCHELL MILL SYSTEMS USA, INC. (a Missouri Corporation)

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by Westfield ND

Guarantor Capacity: **Full**

AGI SURETRACK LLC (a Missouri limited liability company)

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by Westfield ND

Guarantor Capacity: **Full**

International Entities

TRAMCO EUROPE LTD. (a United Kingdom company)

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by US Tramco

Designation: **Unencumbered Subsidiary**

EURO-TRAMCO B.V. (a Netherlands company) ("**Euro Tramco**")

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by AGI

Designation: **Unencumbered Subsidiary**

AGI NETHERLANDS B.V. (a Netherlands company)

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by Euro Tramco

Designation: **Unencumbered Subsidiary**

AGI BRASIL INDÚSTRIA E COMÉRCIO S.A. (a Brazilian company)

Issued Capital Stock: [redacted]

Ownership Percentage: more than 99% owned by AGI Alpha Holdings Corp. remainder owned by AGI Bravo Holdings Corp.

Designation: **Limited Guarantor**

AGI EMEA S.r.l. (an Italian company)

Issued Capital Stock: [redacted]

Ownership Percentage: 100% owned by AGI

Designation: **Unencumbered Subsidiary**

AG GROWTH INTERNATIONAL AUSTRALIA PTY LTD. (an Australia company)

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by AGI

Designation: **Unencumbered Subsidiary**

AG GROWTH INTERNATIONAL (THAILAND) LTD. (a Thailand company)

Issued Capital Stock: [redacted]

Ownership Percentage: 100% owned by AGI

Designation: **Unencumbered Subsidiary**

AGI AGRICULTURAL EQUIPMENT PROPRIETARY LIMITED (a South Africa company)

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by AGI

Designation: **Unencumbered Subsidiary**

SABE s.a.s. (a France company)

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by AGI

Designation: **Unencumbered Subsidiary**

MILLTEC MACHINERY PRIVATE LIMITED (an India company)

Issued Capital Stock: [redacted]

Ownership Percentage: more than 99.9% owned by Euro-Tramco, remained owned by AGI Charlie as nominee of Euro-Tramco

Designation: **Unencumbered Subsidiary**

AGI AGRICULTURAL EQUIPMENT (NIGERIA) LIMITED (a Nigeria company)

Issued Capital Stock: [redacted]
Ownership Percentage: 100% owned by AGI

Designation: **Unencumbered Subsidiary**

SCHEDULE 7.1(K)

LOCATIONS OF COLLATERAL

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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[redacted]-

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

SCHEDULE 7.1(L)

PERMITTED LIENS

Nil

SCHEDULE 7.1(M)

INTELLECTUAL PROPERTY

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

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[redacted]

[redacted]

[redacted]

[redacted]

SCHEDULE 7.1(N)

LEASEHOLD REAL ESTATE

Nil

SCHEDULE 7.1(O)

OWNED REAL ESTATE

(having a value in excess of Cdn. $7,500,000)

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

SCHEDULE 7.1(S)

ENVIRONMENTAL DISCLOSURE

[redacted]

SCHEDULE 7.1(T)

MATERIAL AGREEMENTS

1. Trust Indenture dated as of October 27, 2009 between Ag Growth International Inc. and Computershare Trust Company of Canada, as supplemented by supplemental indentures as noted in the definition of Convertible Debenture Debt.

2. Trust Indenture dated as of March 19, 2019, between Ag Growth International Inc. and Computershare Trust Company of Canada, as supplemented by supplemental indentures as noted in the definition of Senior Subordinated Unsecured Debentures.

SCHEDULE 7.1(W)

DEFINED BENEFIT PLAN

AGI has a Defined Benefit Plan providing pension benefits to certain of its union employees and former employees. AGI operates this Defined Benefit Plan in Canada. The plan is a flat-dollar defined benefit pension plan, which provides clearly defined benefits to members based on negotiated benefit rates and years of credited service. Responsibility for the governance of the plan and overseeing the plan including investment policy and performance lies with the Pension and Investment Committee. Effective May 16, 2017, new enrolments in this Defined Benefit Plan were closed. All benefits earned by employees up to that date remain in place. As such, AGI continues to manage any residual obligation for past service consistent with the plan text and applicable legislation and will continue to account for residual obligations based on IAS 19. In addition, effective May 17, 2017, the group of affected employees will receive retirement contributions from AGI on a defined contribution basis when they qualify as enrollees in the new plan.

SCHEDULE 7.1(BB)

LABOUR AND EMPLOYMENT MATTERS

Nil

SCHEDULE 7.1(GG)

BANK ACCOUNTS

[redacted]

[redacted]

[redacted]