

**SECOND AMENDING AGREEMENT**

**TO**

**CREDIT AGREEMENT**

**AMONG, *INTER ALIOS*:**

**SUPERIOR GENERAL PARTNER INC., SUPERIOR PLUS LP, SUPERIOR PLUS  
CORP. AND**

**SUPERIOR PLUS US FINANCING INC.**

**(AS BORROWERS)**

**-AND-**

**THE FINANCIAL INSTITUTIONS SIGNATORY HERETO  
(AS LENDERS)**

**-AND-**

**CANADIAN IMPERIAL BANK OF COMMERCE  
(AS ADMINISTRATIVE AGENT)**

**-AND-**

**CANADIAN IMPERIAL BANK OF COMMERCE, NATIONAL BANK FINANCIAL, TD**

**SECURITIES and THE BANK OF NOVA SCOTIA**

**(AS CO-LEAD ARRANGERS AND JOINT BOOKRUNNERS)**

**September 16, 2024**

**THIS SECOND AMENDING AGREEMENT** (this “**Amending Agreement**”) is dated as of September 16, 2024

**AMONG, *INTER ALIOS*:**

**SUPERIOR GENERAL PARTNER INC.**, a corporation governed by the laws of Canada, **SUPERIOR PLUS LP**, a limited partnership formed under the laws of the Province of Ontario, **SUPERIOR PLUS CORP.**, a corporation governed by the laws of Canada, and **SUPERIOR PLUS US FINANCING INC.**, a corporation incorporated under the laws of the State of Delaware, as borrowers

AND

**EACH OF THE OTHER LOAN PARTIES NAMED ON THE SIGNATURE PAGES HERETO**, as Loan Parties

AND

**EACH OF THE FINANCIAL INSTITUTIONS NAMED ON THE SIGNATURE PAGES HERETO OR AS FROM TIME TO TIME BECOME LENDERS UNDER THE AMENDED CREDIT**

**AGREEMENT**, as Lenders

AND

**CANADIAN IMPERIAL BANK OF COMMERCE**, a Canadian chartered bank having a branch in Toronto, Ontario, in its capacity as Agent for the Lenders

**WHEREAS** the Borrowers, the Lenders and the Agent are parties to a credit agreement dated as of May 31, 2023, as amended by a first amending agreement to credit agreement dated as of June 3, 2024 (the “**Credit Agreement**”);

**AND WHEREAS** the Borrowers, the Lenders and the Agent wish to amend the Credit Agreement as provided herein;

**NOW THEREFORE** in consideration of the premises, the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the parties agree as follows:

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

Where referred to herein, all capitalized terms used (including in the recitals) but not otherwise defined herein shall have the same meaning ascribed thereto in the Amended Credit Agreement. In addition, the term “**Amended Credit Agreement**” shall mean the Credit Agreement as amended and supplemented by this Amending Agreement, and as it may be further amended, modified, supplemented or restated from time to time.

### 1.2 Headings

The headings and the Article and Section titles are inserted for convenience of reference only and shall not affect the construction or interpretation of this Amending Agreement.

### 1.3 References

Unless something in the subject matter or context is inconsistent therewith, all references to Sections, Articles and Schedules are to Sections, Articles and Schedules to this Amending Agreement. The words “hereto”, “herein”, “hereof”, “hereby”, “hereunder” and similar expressions mean and refer to this Amending Agreement.

## ARTICLE 2 AMENDMENT

### 2.1 Amendments to Credit Agreement

Subject to the satisfaction (or waiver) of the conditions set forth in ARTICLE 4 hereof, the Credit Agreement, effective as of Second Amendment Effective Date (as hereinafter defined), is hereby amended as follows:

- (a) The definition of “Margin” in Section 1.1 of the Credit Agreement is deleted and replaced with the following:

“**Margin**” means, at any time, a margin, expressed as a per annum rate of interest based on a year of three hundred and sixty five (365) days or, in the case of U.S. Prime Loans and Term Benchmark Loans only, of three hundred and sixty (360) days, payable to the Lenders with respect to Loans equal to the rate set out in the following table opposite the applicable corporate rating category assigned by S&P, the applicable issuer rating assigned by DBRS and/or the applicable corporate rating category assigned by Moody’s, in each case, to Superior Plus LP from time to time:

| <b>Rating Category<br/>DBRS/S&amp;P/Moody's</b> | <b>Margin for Term<br/>Benchmark<br/>Loans, Term<br/>CORRA Loans<br/>and Daily<br/>Compounded<br/>CORRA Loans<br/>(bps)</b> | <b>Margin for Cdn.<br/>Prime Rate Loans,<br/>U.S. Base Rate<br/>Loans and<br/>U.S. Prime<br/>Loans (bps)</b> | <b>Standby Fee (bps)</b>                   |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| BBB/BBB/Baa2 or higher                          | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION]                                                                                  | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION]                                                                   | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION] |
| BBB (low)/BBB-<br>/Baa3                         | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION]                                                                                  | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION]                                                                   | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION] |
| BB (high)/BB+/Ba1                               | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION]                                                                                  | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION]                                                                   | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION] |
| BB/BB/Ba2                                       | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION]                                                                                  | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION]                                                                   | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION] |
| Lower than<br>BB/BB/Ba2 or<br>Unrated           | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION]                                                                                  | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION]                                                                   | [REDACTED:<br>CONFIDENTIAL<br>INFORMATION] |

provided that:

- (b) if there is only one assigned rating category or if all of the assigned rating categories are the same, the Margin will be based on such rating category;
- (c) if there are two or more assigned rating categories and they differ:
  - (i) if such rating categories differ by one level only, the Margin will be based on the highest rating; and
  - (ii) if the two highest rating categories differ by two or more levels, the Margin will be based on the rating category which is one level below the highest rating category;
- (d) during such time as the Security is in effect:
  - (i) the Margin will be based on the rating assigned to the senior long term indebtedness for borrowed money of Superior Plus LP on a secured basis, if available; and

- (ii) if the rating set out in paragraph (c)(i) above is unavailable, the Margin will be based on the rating category immediately above the corporate rating category assigned by S&P, the issuer rating assigned by DBRS and/or the corporate rating category assigned by Moody's, in each case, to Superior Plus LP,

in each case, as determined in accordance with paragraphs (a) and (b) above; and

- (e) for the avoidance of doubt, interest and fee pricing with respect to Borrowings and Commitments for any period prior to the Second Amendment Effective Date shall be as set out in the Credit Agreement prior to the amendments effected on the Second Amendment Effective Date;
- (f) The reference to "May 31, 2026" in the definition of "Maturity Date" in Section 1.1 of the Credit Agreement is deleted and replaced with "June 6, 2027".
- (g) The following new definition is added to Section 1.1 of the Credit Agreement in the appropriate alphabetical order:

**"Second Amendment Effective Date"** means September 16, 2024;

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

#### **3.1 Representations and Warranties**

As of the date hereof, each of the Borrowers represent and warrant to the Agent and each of the Lenders, all of which representations and warranties shall survive the execution and delivery of this Amending Agreement, that:

- (a) this Amending Agreement has been duly authorized, executed and delivered by each Loan Party;
- (b) the Amended Credit Agreement constitutes a legal, valid and binding obligation of each Loan Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditor's rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;
- (c) no Default or Event of Default has occurred which is continuing or will occur as a result of entering into this Amending Agreement; and
- (d) each of the representations and warranties contained in Section 2.1 of the Amended Credit Agreement (with this Amending Agreement being a Loan Document for the purposes thereof), are true and correct as of the date hereof, except to the extent that such representations and warranties relate to an earlier date, in which case such representations and warranties were true and correct as of such earlier date.

**ARTICLE 4**  
**CONDITIONS PRECEDENT**

**4.1 Conditions Precedent**

This Amending Agreement shall become effective on the date each of the following conditions precedent are satisfied or waived by the Lenders hereunder (such date being the “**Second Amendment Effective Date**”):

- (a) as of the Second Amendment Effective Date, there exists no Default or Event of Default and the Agent has received a certificate of the Borrowers certifying the same;
- (b) the representations and warranties contained in Section 3.1 are true and correct as of the Second Amendment Effective Date and the Agent has received a certificate of the Borrowers certifying the same;
- (c) no amendments are required to be made to the Revolving Credit Agreement in connection with the amendments being made to the Credit Agreement and the Agent has received a certificate of the Borrowers certifying the same;
- (d) the Agent has received the following:
- (e) a duly executed copy of this Amending Agreement;
- (f) a recent certificate of status, certificate of compliance, good standing certificate or analogous certificate for each Loan Party under the laws of its governing jurisdiction;
- (g) an officer’s certificate by or on behalf of each Loan Party attaching copies of its constating documents (or confirming there have been no changes to its constating documents since those last delivered to the Agent on May 31, 2023 or, in the case of Kiva United Energy, Inc., on July 1, 2024);
- (h) a certified copy of a resolution of the board of directors or equivalent of each Loan Party relating to its authority to execute, deliver and perform its obligations under this Amending Agreement and each other Loan Document to which it is a party and the manner in which and by whom the same is to be executed and delivered, certified as of the Second Amendment Effective Date; and
- (i) a certificate by or on behalf of each Loan Party dated as of the Second Amendment Effective Date setting forth specimen signatures of the individuals who will be executing this Amending Agreement and each other Loan Document to which it is a party on its behalf;
- (j) the Lenders shall have received all fees and expenses due in respect hereof on the Second Amendment Effective Date as agreed to with the Borrowers, including the

upfront fees referenced in Section 5.1 below and including, to the extent invoiced, reimbursement or payment of all legal fees;

- (k) the Agent and the Lenders shall have received all such other documentation and information reasonably requested from the Loan Parties in connection with any AML Legislation as may be required in accordance with Section 14.14 of the Amended Credit Agreement.

## ARTICLE 5 MISCELLANEOUS

### 5.1 Upfront Fees

As consideration for the agreement of the Lenders to extend the maturity date under the Credit Agreement as set forth herein, the Borrowers shall pay to the Agent, for the benefit of the Lenders, on a pro rata basis, an upfront fee equal to **[REDACTED: CONFIDENTIAL INFORMATION]** per annum (or any portion thereof) of the aggregate Commitments of each Lender, which fee will be calculated from (but not including) May 31, 2026 (being the maturity date under the Credit Agreement prior to giving effect to the amendments set forth herein) until June 6, 2027 (being the maturity date under the Amended Credit Agreement), and will be payable on the Second Amendment Effective Date.

### 5.2 Consent and Confirmation by Loan Parties

Each Loan Party signatory hereto, in its capacity as a guarantor pursuant to the Loan Party Guarantee to which it is a party, hereby confirms, acknowledges and agrees that:

- (a) such Loan Party Guarantee to which it is a party (as amended, to the extent applicable, prior to the date hereof) remains in full force and effect and continues to guarantee payment of all of the obligations, liabilities and indebtedness, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time owing by any other Loan Party to the Agent, the Lenders and the Swap Lenders pursuant to, or arising under, the Amended Credit Agreement, the other Loan Documents and any Swap Agreement; and
- (b) each Security Document to which it is a party remains in full force and effect and continues to secure all of its present and future obligations and liabilities under, *inter alia*, the Amended Credit Agreement and the Loan Party Guarantee to which it is a party.

### 5.3 Ratification

This Amending Agreement is supplemental to the Credit Agreement and forms part of, and has the same effect as though incorporated in, the Credit Agreement. Except as amended herein, the Credit Agreement, as amended by this Amending Agreement, shall remain in full force and effect and is hereby ratified and confirmed in all respects.

**5.4 Further Assurances**

The Borrowers, the Agent and each of the Lenders shall do all such further acts and things and execute and deliver all such further documents as shall be reasonably required in order to fully perform and carry out the terms of this Amending Agreement.

**5.5 Governing Law**

The parties agree that this Amending Agreement is conclusively deemed to be made under, and for all purposes to be governed by and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein.

**5.6 Time of Essence**

Time shall be of the essence of this Amending Agreement.

**5.7 Counterpart Execution**

This Amending Agreement may be executed and delivered in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

*[signature pages follow]*

**IN WITNESS WHEREOF** the parties hereto have caused this Amending Agreement to be duly executed as of the date first above written.

**Borrower and Guarantor:**

Suite 401, 200 Wellington Street West

Toronto, Ontario M5V 3C7

Attention: Chief Financial Officer

Facsimile: (416) 340-6030

**SUPERIOR PLUS LP, by its General  
Partner,  
SUPERIOR GENERAL PARTNER INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Borrower and Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7

Attention: Chief Financial Officer

Facsimile: (416) 340-6030

**SUPERIOR GENERAL PARTNER INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Borrower and Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SUPERIOR PLUS US FINANCING INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Borrower and Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SUPERIOR PLUS CORP.**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SUPERIOR PLUS US HOLDINGS INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SUPERIOR GAS LIQUIDS  
PARTNERSHIP, by its managing partner,  
SUPERIOR GENERAL PARTNER INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SUPERIOR INTERNATIONAL INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SUPERIOR PLUS ENERGY SERVICES  
INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**CAL-GAS INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**KIVA UNITED ENERGY, INC.  
(FORMERLY, UNITED LIQUID GAS  
COMPANY)**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SHELDON GAS COMPANY**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SHELDON OIL COMPANY**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SHELDON UNITED TERMINAL, LLC,  
by its member, KIVA UNITED ENERGY,  
INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SPES SUB I, LLC**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SPES SUB III, LLC**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SPES NE REAL ESTATE, LLC**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SPES MA REAL ESTATE, LLC**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SPES MA, LLC**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SPES SUB II, LLC**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SPES SUB IV, LLC**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**KAMPS PROPANE, INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**SERVICES GROUP, INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**HIGH COUNTRY PROPANE, INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**COMPETITIVE CAPITAL, INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter  
Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**PICK UP PROPANE, INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**PROPANE CONSTRUCTION AND  
METER SERVICES**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**LP TERMINAL, LLC**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**EVELYN JEANNE, INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**CENTRAL COAST PROPANE, INC.**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**CERTARUS LTD.**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Guarantor:**

c/o Superior Plus LP  
Suite 401, 200 Wellington Street West  
Toronto, Ontario M5V 3C7  
Attention: Chief Financial Officer  
Facsimile: (416) 340-6030

**CERTARUS (USA) LTD.**

Per: [Signed "Grier Colter"]

Name: Grier Colter

Title: Authorized Signatory

**Agent:**

Infrastructure/Technology, Infrastructure and  
Innovation

595 Bay Street, CPS-7th Floor  
Toronto, Ontario M5G 2C2

Attention: Global Agent Administration  
Services

Email: **[REDACTED: PERSONAL  
INFORMATION]**

**CANADIAN IMPERIAL BANK OF  
COMMERCE, as Agent**

Per: *[Signed "Martin Danaj"]*

Name: Martin Danaj

Title: Executive Director

Per: *[Signed "Stephen Redding"]*

Name: Stephen Redding

Title: Managing Director

**Lender:**

**CANADIAN IMPERIAL BANK OF  
COMMERCE**

Per: *[Signed "Martin Danaj"]*

Name: Martin Danaj

Title: Executive Director

**Attention:**

Per: *[Signed "Stephen Redding"]*

Name: Stephen Redding

Title: Managing Director

**Lender:**

**THE TORONTO-DOMINION BANK**

66 Wellington St. W  
9<sup>th</sup> Floor: TD Bank Tower  
Toronto, Ontario M5K 1A2

Per: [Signed "David Manii"]

Name: David Manii

Title: Managing Director

Attention: **[REDACTED: PERSONAL  
INFORMATION]**

Facsimile: **[REDACTED: PERSONAL  
INFORMATION]**

Per: [Signed "Sean Ray"]

Name: Sean Ray

Title: Vice President

**Lender:**

**NATIONAL BANK OF CANADA**

Corporate Banking  
130 King Street West  
8<sup>th</sup> Floor, Toronto, Ontario  
M5X 1J9

Per: [Signed "Michelle Fiebig"]

Name: Michelle Fiebig

Title: Managing Director

Attention: **[REDACTED: PERSONAL  
INFORMATION]**

Facsimile: **[REDACTED: PERSONAL  
INFORMATION]**

Per: [Signed "David Torrey"]

Name: David Torrey

Title: Managing Director & Head

**Lender:**

100 King Street West, 5<sup>th</sup> Floor  
Toronto, Ontario M5X 1H3

**BANK OF MONTREAL**

Per: [Signed "Sean Gallaway"]

Name: Sean Gallaway

Title: Managing Director

Attention: **[REDACTED: PERSONAL  
INFORMATION]**

Email: **[REDACTED: PERSONAL  
INFORMATION]**

Per: \_\_\_\_\_

Name:

Title:

**Lender:**

Royal Bank Plaza  
200 Bay St, 4<sup>th</sup> Floor South Tower  
Toronto, Ontario M5J 2W7

**ROYAL BANK OF CANADA**

Per: [Signed "Strati Georgopoulos"]  
Name:  
Title: Authorized Signatory

Attention: **[REDACTED: PERSONAL  
INFORMATION]**  
Email: **[REDACTED: PERSONAL  
INFORMATION]**

Per: \_\_\_\_\_  
Name:  
Title:

**Lender:**

Suite 410, 585-8<sup>th</sup> Avenue SW  
Calgary, Alberta T2P 1G1

**ATB FINANCIAL**

Per: [Signed "Tim Poole"]

Name: Tim Poole

Title: Managing Director

Attention: Relationship Manager  
Facsimile: **[REDACTED: PERSONAL  
INFORMATION]**

Per: [Signed "Jeffrey Blank"]

Name: Jeffrey Blank

Title: Director

**Lender:**

**FEDERATION DES CAISSES  
DESJARDINS DU QUEBEC**

Per: [Signed "David Sellitto"]

Name: David Sellitto

Title: Managing Director, Corporate  
Banking

Per: [Signed "Gian Guerrero"]

Name: Gian Guerrero

Title: Director, Corporate Banking

**Lender:**

66 Wellington Street West  
Suite 4500  
Toronto, Ontario M5K 1E7

**JPMORGAN CHASE BANK, N.A.,  
TORONTO BRANCH**

Per: *[Signed "Pallavi Jha"]*

Name: Pallavi Jha

Title: Vice President

Attention: **[REDACTED: PERSONAL  
INFORMATION]**

Facsimile: **[REDACTED: PERSONAL  
INFORMATION]**

**Lender:**

Bay Adelaide East  
22 Adelaide Street West, Suite 2200  
Toronto, Ontario M5H 4E3

**WELLS FARGO BANK, N.A.,  
CANADIAN BRANCH**

Per: [Signed "Sean Buchan"]

Name: Sean Buchan

Title: Director, Senior Portfolio  
Manager

Attention: **[REDACTED: PERSONAL  
INFORMATION]**

Facsimile: **[REDACTED: PERSONAL  
INFORMATION]**

Per: \_\_\_\_\_

Name:

Title:

**Lender:**

**THE BANK OF NOVA SCOTIA**

Corporate Banking – Consumer, Industrial  
Retail  
40 Temperance Street, 7<sup>th</sup> Floor  
Toronto, Ontario M5H 0B4

Per: *[Signed “Steve Holyman”]*

Name: Steve Holyman

Title: Managing Director

Attention: Managing Director

Per: *[Signed “Mitali Kakran”]*

Name: Mitali Kakran

Title: Associate