

FIRST AMENDING AGREEMENT TO CREDIT AGREEMENT

THIS AGREEMENT is made as of April 2, 2026

AMONG:

MATTR CORP. and MATTR CANADA HOLDINGS LTD.
as Canadian Borrowers

- and -

MATTR US INC.
as US Borrower

- and -

THE TORONTO-DOMINION BANK

as Canadian Agent

- and -

**THE TORONTO-DOMINION BANK, NATIONAL BANK OF CANADA and the other
financial institutions from time to time party to the Credit Agreement (as herein defined)**

as Lenders

BACKGROUND

WHEREAS pursuant to a sixth amended and restated credit agreement made as of April 19, 2024 (as amended prior to the date hereof, the “**Existing Credit Agreement**”) between Mattr Corp. and Mattr Canada Holdings Ltd., as Canadian borrowers (the “**Canadian Borrowers**”), Mattr US Inc., as US borrower (the “**US Borrower**”, and together with the Canadian Borrowers, collectively, the “**Borrowers**”), the Canadian Agent, the US Agent and the Lenders, the Lenders agreed to make certain credit facilities specified therein available to the Borrowers;

AND WHEREAS the Borrowers, the Canadian Agent, the US Agent and the Lenders have agreed to amend the Existing Credit Agreement for the purposes and on the terms and conditions set out in this first amending agreement (this “**Agreement**”).

NOW THEREFORE in consideration of the mutual obligations contained herein and for other consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Words and expressions defined or given extended meanings in the Existing Credit Agreement, as amended by this Agreement (as so amended, the “**Credit Agreement**”) are used with the same respective defined or extended meanings in this Agreement. Unless otherwise noted, references to Sections relate to Sections of the Credit Agreement.

1.2 Reference to Agreements

Each reference in this Agreement to any agreement (including this Agreement and any other defined term that is an agreement) shall be construed so as to include such agreement (including any attached schedules, appendices and exhibits) and each change thereto made at or before the time in question.

1.3 Headings, etc.

The division of this Agreement into Articles, Sections and Subsections and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “**this Agreement**”, “**hereof**”, “**hereunder**” and similar expressions refer to this Agreement and not to any particular Article, Section, Subsection, paragraph, subparagraph, clause or other portion of this Agreement.

1.4 Grammatical Variations

In this Agreement, unless the context otherwise requires, (i) words and expressions (including words and expressions (capitalized or not), defined given extended meanings or incorporated by reference herein) in the singular include the plural and *vice versa* (the necessary changes being made to fit the context), (ii) words in one gender include all genders and (iii) grammatical variations of words and expressions (capitalized or not) which are defined, given extended meanings or incorporated by reference in this Agreement shall be construed in like manner.

ARTICLE 2 AMENDMENTS

2.1 Amendments

2.1.1 *General Rule.* Subject to Section 3.1 of this Agreement, the Existing Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this Agreement and to incorporate the provisions of this Agreement into the Existing Credit Agreement.

Amendments to the Existing Credit Agreement. Subject to the satisfaction (or waiver) of the conditions set forth in Section 3.1, the Existing Credit Agreement, effective as of the date hereof, is hereby amended to delete the stricken text (indicated textually in the same

manner as the following example: ~~stricken-text~~) and to add the bold underlined text (indicated textually in the same manner in the following example: **underlined text**) as set forth on the pages of the Existing Credit Agreement and all schedules thereto and attached hereto as Exhibit A.

ARTICLE 3 CONDITIONS PRECEDENT TO AMENDMENTS

3.1 Conditions Precedent to Amendments

3.1.1 The amendments to the Existing Credit Agreement set out in Article 2 of this Agreement (the “**Amendments**”) shall become effective upon satisfaction of the following conditions precedent:

- (a) the Canadian Agent shall have received a duly executed and delivered copy of this Agreement and of the commitment and fee letter dated as of the date hereof (the “**Fee Letter**”), in each case, executed by each of the parties hereto and thereto;
- (b) the Canadian Agent shall have received a duly executed and delivered confirmation of Finance Obligations from each Guarantor (the “**Confirmation**”, and together with this Agreement and the Fee Letter, the “**Closing Documents**”);
- (c) the Canadian Agent shall have received *pro forma* consolidated financial projections for the Group, including income statements, balance sheets, cash flow projections, projected covenant calculations and capital expenditures budgets for the 2026, 2027, 2028 and 2029 Fiscal Years (broken out by Fiscal Quarter for the 2026 Fiscal Year), together with a statement of material assumptions;
- (d) a Certificate of Matr (A) attaching true copies of (1) the Constitutional Documents of Matr and (2) documents evidencing all necessary internal corporate action taken by Matr to authorize the execution, delivery and performance by it of each Closing Document to which it is a party and the consummation of the transactions contemplated thereby and (B) certifying (1) incumbency and true signatures of its Senior Officers, and (2) that all of the conditions contained in paragraphs (f) and (g) of this Subsection 3.1.1 have been satisfied and (C) and such other matters as the Agents may reasonably require;
- (e) a Certificate from each Guarantor listed in Schedule 3 of the Credit Agreement (other than an Exempted Guarantor) (A) attaching true copies of (1) the Constitutional Documents of that Guarantor and (2) all necessary internal corporate, partnership, trust or other administrative or management action taken by that Guarantor to authorize the execution, delivery and performance of each Closing Document to which it is a party, (B) certifying as to incumbency and true signatures of certain Responsible Officers of that Guarantor and (C) as to such other matters as the Canadian Agent may reasonably require;
- (f) no Default or Event of Default has occurred that is continuing;

- (g) each of the representations and warranties of the Borrowers under Section 12.1 of the Credit Agreement is true, accurate and complete in all respects as of the date hereof;
- (h) all documentation and other information requested by the Agents to satisfy the requirements of bank regulatory authorities under applicable “know-your-customer” and anti-money laundering rules and regulations, including the USA Patriot Act and a Beneficial Ownership Certification in relation to each Group Member that qualifies as a “legal entity customer” under the Beneficial Ownership Regulation; and
- (i) payment to the Canadian Agent (or arrangements satisfactory to the Canadian Agent have been made to ensure payment to the Canadian Agent) before or contemporaneously with the effectiveness of this Agreement of (A) all fees payable to the Senior Lenders and Co-Lead Arrangers pursuant to or otherwise in connection with this Agreement and the Fee Letter and (B) all reasonable fees, costs and expenses (invoiced or estimated), or if applicable, agreed-to fixed or capped fee amounts, payable by the Canadian Agent to the Lenders’ Counsel in respect of the negotiation, execution, delivery and entry into effect of this Agreement, the other Closing Documents and any other document related to or entered into in anticipation of this Agreement and the administration and implementation thereof.

3.1.2 Notwithstanding the date set forth on the cover page of this Agreement, upon the conditions set forth in Subsection 3.1.1 being satisfied, the Amendments shall be deemed to have become effective. The Existing Credit Agreement as amended by the Amendments shall constitute one agreement, and the Existing Credit Agreement as so amended is hereby ratified and confirmed by the parties hereto.

3.1.3 **Future References to the Existing Credit Agreement.** On and after the date of this Agreement, each reference in the Existing Credit Agreement to “this agreement”, “hereunder”, “hereof”, or words of like import referring to the Existing Credit Agreement, and each reference in any related document to the “Credit Agreement”, “thereunder”, “thereof”, or words of the like import relating to the Existing Credit Agreement, shall mean and be a reference to the Existing Credit Agreement as amended by the Amendments. The Existing Credit Agreement, as amended hereby, is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Borrowers

The Borrowers represent and warrant to and in favour of each of the Lenders as follows:

4.1.1 **General Warranties.** The representations and warranties made by it to the Lenders under Article 10 of the Existing Credit Agreement (except for those which are made as of a specific date) are true, accurate and complete in all respects as if they were made on the date of execution

and delivery hereof with references therein to the Existing Credit Agreement being replaced by references to this Agreement (in the case of the date of execution and delivery hereof) and the Existing Credit Agreement as amended hereby, and such representations and warranties are hereby so repeated, it being understood that to the extent such representations and warranties relate solely to a specifically identified earlier date they need only be true and correct as of such earlier date.

4.1.2 **Event of Default Warranty.** The Borrower represents and warrants that no Default or Event of Default exists or would result from the Amendments becoming effective.

ARTICLE 5 GENERAL

5.1 Further Assurances

Each Borrower shall, at its own expense, do, make, execute or deliver all such further acts, documents and things in connection with this Agreement as the Canadian Agent may reasonably require for the purpose of giving effect to this Agreement, all promptly following the request of the Canadian Agent.

5.2 Loan Document

This Agreement shall constitute a Loan Document.

5.3 Fees and Expenses

The Borrowers shall, promptly following the request by the Canadian Agent, reimburse the Canadian Agent on a full indemnity basis for all reasonable out-of-pocket expenses incurred by the Canadian Agent in connection with the preparation, settlement, execution and delivery of this Agreement and the entry into effect of the Amendments.

5.4 Benefit & Burden

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and each assignee of some or all of the rights or obligations of the parties under the Loan Documents permitted by the Credit Agreement.

5.5 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same agreement counterpart. Transmission of a copy of an executed signature page of this Agreement by facsimile or e-mail in pdf format by one party hereto to each other party hereto shall be as effective as delivery of an original manually executed counterpart hereof to each other party hereto.

5.6 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario and the federal laws of Canada applicable therein.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

Borrowers:

MATTR CORP.

By: _____
Name:
Title:

By: _____
Name:
Title:

MATTR CANADA HOLDINGS LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

MATTR US INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Agents:

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

By: _____
Name:
Title:

By: _____
Name:
Title:

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

By: _____
Name:
Title:

By: _____
Name:
Title:

Lenders:

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

By: _____
Name:
Title:

By: _____
Name:
Title:

NATIONAL BANK OF CANADA, as a Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

**JPMORGAN CHASE BANK, N.A., Toronto
Branch, as a Lender**

By: _____
Name:
Title:

By: _____
Name:
Title:

EXPORT DEVELOPMENT CANADA, as a Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

ROYAL BANK OF CANADA, as a Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

ATB FINANCIAL, as a Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as a Lender

By: _____

Name:

Title:

By: _____

Name:

Title:

EXHIBIT A

See attached.

A M O N G :

**MATTR CORP. and MATTR CANADA HOLDINGS LTD.
as Canadian Borrowers**

**MATTR US INC.
as US Borrower**

**THE TORONTO-DOMINION BANK
NATIONAL BANK FINANCIAL MARKETS
as Co-Lead Arrangers and Joint Bookrunners**

**NATIONAL BANK OF CANADA
as Syndication Agent**

**THE INSTITUTIONS NAMED HEREIN AS LENDERS
as Lenders**

**THE TORONTO-DOMINION BANK
as Canadian Agent and US Agent**

**USD300,000,000
SIXTH AMENDED AND RESTATED
CREDIT AGREEMENT**

April 19, 2024

FASKEN

TABLE OF CONTENTS

	Page
ARTICLE 1 INTERPRETATION.....	2
1.1 General Definitions.....	2
1.2 Extended Meanings.....	53
1.3 References to Agreements and Documents	56
1.4 References to Statutes.....	56
1.5 Headings, etc.....	56
1.6 Grammatical Variations	57
1.7 Accounting Principles.....	57
1.8 References to Time	57
1.9 Rounding.....	58
1.10 Continuing.....	58
1.11 Divisions of Limited Liability Companies	58
1.12 Interpretation re: Québec Assets and Security.....	58
ARTICLE 2 THE REVOLVING FACILITIES	59
2.1 Grant of Revolving Facilities.....	59
2.2 Facility Limit	60
2.3 Availability	60
2.4 Drawdown Requests	61
2.5 US Revolving Facility.....	62
2.6 Proceeds of Drawdown.....	62
2.7 Extension of Maturity Date.....	62
ARTICLE 3 THE RELEVANT SWING LINES	63
3.1 Establishment of Relevant Swing Line.....	63
3.2 Relevant Swing Line Commitment.....	63
3.3 Availability	64
ARTICLE 4 STANDBY INSTRUMENTS.....	65
4.1 Issuance of Standby Instruments	65
4.2 Reimbursement by the Relevant Borrower.....	68
4.3 Issuing Bank Not Liable	69
4.4 Reimbursement Advance	70
4.5 LC/LG Fees.....	70
4.6 Reimbursement by Relevant Lenders	72
ARTICLE 5 [RESERVED]	74
5.1 [Reserved]	74
5.2 [Reserved]	74
5.3 [Reserved]	74

5.4	[Reserved]	74
5.5	[Reserved]	74
5.6	[Reserved]	74
5.7	[Reserved]	74
5.8	[Reserved]	74
5.9	[Reserved]	74
5.10	[Reserved]	74
5.11	[Reserved]	74
5.12	[Reserved]	74
5.13	[Reserved]	74
5.14	[Reserved]	74
ARTICLE 6 CONVERSIONS AND ROLLOVERS		74
6.1	Conversions	74
6.2	Rollovers	75
6.3	[Reserved]	76
6.4	Not a Repayment	76
6.5	Consolidations	76
ARTICLE 7 INTEREST AND FEE CALCULATIONS AND CHANGES IN CIRCUMSTANCES		76
7.1	Interest	76
7.2	[Reserved]	81
7.3	Standby Fee	81
7.4	Closing Fees	82
7.5	Interest and Fee Calculations and Payments	82
7.6	Increased Costs	84
7.7	Market Disruption	85
7.8	Illegality	95
7.9	Taxes Generally	96
7.10	U.S. Withholding Taxes	99
7.11	US Interest Rate Limitation	100
7.12	<i>Criminal Code</i> (Canada)	101
ARTICLE 8 REPAYMENT AND PREPAYMENT		101
8.1	Maturity Reductions of each Credit Facility	101
8.2	Voluntary Reductions of each Credit Facility	102
8.3	Mandatory Repayments of Credit Facilities	102
8.4	Facility Excesses by Reason of Foreign Currency Fluctuations	103
8.5	Prepayment of Affected Lenders	103
8.6	Voluntary Repayments before the Maturity Date	103
8.7	Repayment Notice	104
8.8	Applications of Repayments and Prepayments	104
8.9	Netting of Payments	105

8.10	Place of Payment of Principal, Interest and Fees.....	105
8.11	Commitment Modification Requests	106
8.12	Accordion Feature.....	108
ARTICLE 9 CONDITIONS PRECEDENT		109
9.1	Entry Into Effect of the Amendment and Restatement.....	109
9.2	Conditions Precedent to Amendment and Restatement.....	109
9.3	Conditions to all Drawdowns.....	112
9.4	Conditions to Conversions and Rollovers.....	113
9.5	Deemed Conversion of Outstanding BAs.....	113
9.6	Accrued Interest and Fees under the Existing Credit Agreement.....	114
9.7	Waiver of Conditions Precedent	114
ARTICLE 10 SECURITY		114
10.1	Initial Security.....	114
10.2	Future Guarantors	115
10.3	Registration	116
10.4	Parallel Debt.....	117
10.5	Further Assurances.....	117
10.6	Release of Security	118
ARTICLE 11 ADDITIONAL BORROWERS.....		119
11.1	Designation of Additional Borrowers.....	119
11.2	Conditions to Additional Borrower	119
11.3	Authorization of Lenders	119
11.4	Authorization from the Borrowers.....	120
ARTICLE 12 REPRESENTATIONS AND WARRANTIES.....		120
12.1	Borrower Representations and Warranties	120
12.2	Repetition of Representations and Warranties.....	131
12.3	Nature of Representations and Warranties	131
ARTICLE 13 COVENANTS OF EACH BORROWER.....		131
13.1	Reporting Covenants.....	131
13.2	Affirmative Covenants.....	133
13.3	Financial Covenants.....	139
13.4	Negative Covenants	140
ARTICLE 14 EVENTS OF DEFAULT		148
14.1	Events of Default	148
14.2	Termination and Acceleration.....	152
14.3	Waiver.....	153
ARTICLE 15 THE AGENTS AND ADMINISTRATION OF THE CREDIT FACILITIES ...		153
15.1	Appointment and Authorization	153
15.2	Declaration of Agency	153
15.3	Québec Security	154

15.4	Protection of Agent	154
15.5	Interest Holders	155
15.6	Consultation with Professionals.....	155
15.7	Documents	155
15.8	Agents and their Subsidiaries and Affiliates.....	155
15.9	Responsibility of each Agent.....	156
15.10	Action by the Agents	156
15.11	Sharing of Information.....	158
15.12	Notice of Events of Default	158
15.13	Responsibility Disclaimed	158
15.14	Indemnification	159
15.15	Protection of Employees, Etc.....	160
15.16	Credit Decision	160
15.17	Replacement of Relevant Agents, Relevant Reference Lender and Relevant Swing Line Lenders	161
15.18	Delegation	162
15.19	Required Lender Decisions.....	162
15.20	Waivers and Amendments	162
15.21	Determination by Agent.....	164
15.22	Interlender Procedure for Making Advances.....	165
15.23	Remittance of Payments	167
15.24	Redistribution of Payments.....	168
15.25	Prompt Notice to Lenders	169
15.26	Several Debts of the Lenders	170
15.27	Enforcement.....	170
15.28	Adjustments on Termination of a Relevant Swing Line.....	171
15.29	Acknowledgement and Consent to Bail-In of Affected Financial Institutions.....	172
15.30	Acknowledgement Regarding any Supported QFCs	174
15.31	Erroneous Payments.....	176
15.32	Additional Adhesion Parties	178
ARTICLE 16 GENERAL		179
16.1	Costs and Expenses.....	179
16.2	Indemnification by each Borrower	180
16.3	Application of Payments.....	181
16.4	Set-Off, Combination of Accounts and Crossclaims.....	181
16.5	Rights in Addition.....	182
16.6	Certificate Evidence.....	182
16.7	Evidence of Indebtedness	182
16.8	Notices	184
16.9	Confirmation of Guarantors	184
16.10	Several Obligations	184

16.11	Judgment Currency	184
16.12	Successors and Assigns.....	185
16.13	Defaulting Lender Provisions	188
16.14	Co-Lead Arrangers, Joint Bookrunners and Syndication Agent	193
16.15	Anti-Money Laundering Laws.....	194
16.16	Survival	195
16.17	Time of the Essence	195
16.18	Governing Law	195
16.19	JURISDICTION	195
16.20	Agent Appointments Generally and Service of Process	197
16.21	Limitation Period	198
16.22	Invalidity	198
16.23	Changes	198
16.24	[Reserved].	199
16.25	Entire Agreement	199
16.26	This Agreement to Govern.....	199
16.27	Execution	199
SCHEDULE 1 COMMITMENTS.....		1
SCHEDULE 2 FORM OF BORROWING REQUEST		2
SCHEDULE 3 GUARANTORS		6
SCHEDULE 4 EXISTING STANDBY INSTRUMENTS		7
SCHEDULE 5 FORM OF CANCELLATION NOTICE.....		9
SCHEDULE 6 FORM OF REPAYMENT NOTICE		10
SCHEDULE 7 FORM OF ACCESSION AGREEMENT		11
SCHEDULE 8 FORM OF ADHESION CONTRACT		14
SCHEDULE 9 LIST OF MATERIAL SUBSIDIARIES		16
SCHEDULE 10 FORM OF COMPLIANCE CERTIFICATE.....		18
SCHEDULE 11 FORM OF NOTE.....		26
SCHEDULE 12 ADDRESSES FOR NOTICES		29
SCHEDULE 13 FORM OF LOAN TRANSFER AGREEMENT		31
SCHEDULE 14 FORM OF ACCORDION AGREEMENT.....		35
SCHEDULE 15 RELEVANT AGENT’S ACCOUNTS.....		37
SCHEDULE 16 LIST OF OTHER LOAN AND SECURITY DOCUMENTS		38

**SIXTH AMENDED AND RESTATED
CREDIT AGREEMENT**

THIS AGREEMENT is made as of April 19, 2024

AMONG:

**MATTR CORP.
MATTR CANADA HOLDINGS LTD.**
as Canadian Borrowers

- and -

MATTR US INC.
as US Borrower

- and -

THE INSTITUTIONS NAMED HEREIN AS LENDERS
as Lenders

- and -

THE TORONTO-DOMINION BANK
as Canadian Agent

- and -

THE TORONTO-DOMINION BANK
as US Agent

WHEREAS pursuant to a fifth amended and restated credit agreement dated January 13, 2022, as changed and in effect before Closing (the “**Existing Credit Agreement**”), the parties thereto agreed upon the terms and conditions of a revolving operating credit facility to be provided by the Lenders to the Borrowers in an aggregate principal amount of USD300,000,000, subject to a possible increase of up to USD150,000,000, for the purposes and on the terms and conditions set out therein;

AND WHEREAS the parties hereto have agreed to amend the terms and conditions applicable to the revolving operating credit facility provided by the Lenders to the Borrowers under the Existing Credit Agreement, subject to and upon the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the mutual obligations contained herein and for other consideration, the receipt and sufficiency of which are acknowledged, the parties

hereto agree, subject to the terms and conditions contained herein, to amend and restate the Existing Credit Agreement so that it reads in its entirety as follows:

ARTICLE 1 INTERPRETATION

1.1 General Definitions

Unless the context otherwise requires, in this Agreement:

“Accession Agreement” means an agreement in the form of Schedule 7 (or in such other form to substantially similar effect as the Canadian Agent may accept), containing such conditions precedent as shall be specified by the Canadian Agent, duly completed, executed and delivered by Mattr and a Designated Subsidiary to the Canadian Agent pursuant to Article 11.

“Accordion Agreement” means an agreement in the form of Schedule 14 (or in such other form to substantially the same effect as the Canadian Agent may accept) duly completed, executed and delivered by Mattr and an Accordion Lender to the Canadian Agent pursuant to Subsection 16.13.4.

“Accordion Effective Date” is used as defined in Subsection 8.12.1.

“Accordion Lender” means a Relevant Lender or a proposed new Relevant Lender that has agreed to accept an additional Commitment or an initial Commitment designated in an Accordion Notice delivered to the Canadian Agent pursuant to and in accordance with Subsection 8.12.1.

“Accordion Notice” is used as defined in Subsection 8.12.1.

“Account Control Agreement” means an account control or a blocked account agreement (or foreign law equivalent) (i) amongst a Borrower or Guarantor, a depository institution and a Relevant Agent intended to grant control to that Relevant Agent over a deposit account maintained by that Borrower or Guarantor with that depository institution and any credit balance credited thereto or (ii) amongst a Borrower or Guarantor, a securities intermediary and a Relevant Agent intended to grant control to that Relevant Agent over a securities account maintained by that Borrower or Guarantor with that securities intermediary and the financial assets credited thereto; in each case in form and substance satisfactory to that Relevant Agent. “control” for the purposes of this definition means (i) “control” as defined in the PPSA, UCC or any other equivalent or comparable legislation in any other foreign jurisdiction or (ii) *de facto* control if control as contemplated by Clause (i) above is not legally possible in an applicable jurisdiction.

“Acquisition” means an acquisition of all or substantially all of the business of another person, including any line of business or division and the assets comprised therein, in a single transaction or in a series of related transactions, whether by acquisition of assets or of Capital Stock of that person or by way of amalgamation, arrangement, merger or other business combination.

“Additional Borrower” means any Designated Subsidiary that becomes a Borrower under this Agreement pursuant to the provisions of Article 11.

“Adhesion Contract” means an agreement in the form of Schedule 8 (or in such other form to substantially the same effect as the Canadian Agent may accept) duly completed and executed by Mattr and an Affiliate of a Relevant Lender and delivered to the Canadian Agent.

“Adhesion Party” means an Affiliate of a Lender that enters into an Adhesion Contract in relation to a Bi-Lateral Standby Instrument Facility Agreement, Cash Management Agreement or Permitted Derivative, as the case may be.

“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) the Daily Compounded CORRA Adjustment; 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.

“Adjusted IFRS” means IFRS, adjusted by disregarding the change in the accounting treatment of leases under IFRS 16 for the purposes of the definitions of financial terms, the determinations, consolidations and computations of financial covenants and levels of financial covenants required under this Agreement.

“Adjusted Term CORRA” means, for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation plus (b) the Term CORRA Adjustment; 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.

“Adjusted Term SOFR” is used as defined in Subsection 7.7.3.

“Advance” means any amount of money or credit advanced, deemed advanced or to be advanced (as the context requires) by a Lender or the Relevant Lenders to a Borrower pursuant to this Agreement, whether by way of a Loan (including overdraft) or issue of a Standby Instrument (as the context requires).

“Affected Finance Party” is used as defined in Subsection 7.6.1 or 7.9.1, as applicable.

“Affected Lender” is used as defined in Section 7.8 and also (where the context so admits) includes an Affected Finance Party.

“Affiliate” in relation to any person (the “relevant party”) means any other person (i) that, directly or indirectly, Controls, is Controlled by or is under common Control with, the relevant party, (ii) that beneficially owns or Controls 20% or more of the Voting Capital Stock, on an undiluted or a fully diluted basis, of the relevant party, (iii) of which 20% or more of the Voting Capital Stock, on an undiluted or a fully diluted basis, is beneficially owned or Controlled by the relevant party or (iv) that is a Senior Officer or director of any person referred to in any of Clauses (i), (ii) and (iii) of this definition, or that is a person that does not deal at arm’s length with any such Senior Officer or director.

“Agency Fee Agreement” means the agency fee letter dated of even date herewith between, *inter alios*, Matttr and the Agents providing for the payment of certain fees to the Agents.

“Agent” means the Canadian Agent or US Agent, as the context requires.

“Agreement” means (i) the Existing Credit Agreement in relation to any point in time before Closing and (ii) this sixth amended and restated credit agreement (as amended from time to time) in relation to any point in time at or subsequent to Closing.

“Amendment Date” means April 2, 2026.

“Annual Budget” for any Fiscal Year means a detailed consolidated business plan for the Group for such Fiscal Year which includes an income statement, balance sheet, cash flow projections, projected covenant calculations, a capital expenditures budget, statement of material assumptions, narrative descriptive, explanation and a comparison to the results of the prior Fiscal Year.

“Anti-Corruption Laws” means Applicable Laws concerning or relating to bribery or corruption in any jurisdiction in which any Group Member is located or is doing business, including the United States *Foreign Corrupt Practices Act of 1977*, the *Freezing Assets of Corrupt Foreign Public Officials Act* (Canada) and *Part II* of the *Criminal Code* (Canada).

“Anti-Money Laundering Laws” means (as the context requires) (i) Part II.1 of the *Criminal Code* (Canada) and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), including any guidelines or orders thereunder, the *United Nations Act* (Canada), including the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism* (Canada) and the *United Nations Al-Qaida and Taliban Regulations* (Canada) promulgated under the *United Nations Act* (Canada), (ii) the USA Patriot Act or (iii) any other applicable anti-money laundering, anti-terrorist financing, economic sanction and “know your client” laws of Canada, the United States of America or any other applicable jurisdiction.

“Anti-Terrorism Laws” means (i) US Executive Order No. 13224, the USA Patriot Act, the laws comprising or implementing the “Bank Secrecy Act”, 31 U.S.C. §§ 5311 et seq., the laws administered by OFAC and any similar law enacted by the United States of America subsequent to the date of this Agreement and (ii) the Canadian Economic Sanctions and Export Control Laws.

“Applicable Law” means any international treaty, any treaty with first nations peoples, any domestic or foreign constitution or any multinational, federal, provincial, territorial, state, municipal, county or local statute, law, ordinance, code, rule, regulation or Order (including any consent decree or administrative Order), or common law or civil law, applicable to, or any directive, guideline or policy whether or not having the force of law, (the compliance with which directive, guideline or policy is generally regarded as mandatory by the person to whom it applies), or authorization of any governmental authority or arbitrator or other decision-making authority having jurisdiction with respect to any specified person, property, transaction or event or any of such person’s assets, and any Order made in any proceeding to which the person in question is a party or by which such person or any of its assets is bound.

“Applicable Margin” in relation to any form of Advance or Standby Fee as of any date means the percentage rate per annum determined in accordance with the table set forth below by reference to the Total Net Debt/EBITDA Ratio most recently certified by Mattr in a *pro forma* Compliance Certificate delivered to the Canadian Agent pursuant to Section 9.2(a)(xi) or a Compliance Certificate delivered to the Canadian Agent pursuant to Subsection 13.1.1:

Applicable Margins					
To be determined based on the Total Net Debt/EBITDA ratio as follows:					
Level	Total Net Debt / EBITDA Ratio	Floating Rate Loans (bps)	Financial Credits, SOFR Loans and CORRA Loans (bps)	Performance Guarantees (bps)	Standby Fees (bps)
I	$\leq 1.50x$	[percentage redacted]	[percentage redacted]	[percentage redacted]	[percentage redacted]
II	$> 1.50x$ to $\leq 2.00x$	[percentage redacted]	[percentage redacted]	[percentage redacted]	[percentage redacted]
III	$> 2.00x$ to $\leq 2.50x$	[percentage redacted]	[percentage redacted]	[percentage redacted]	[percentage redacted]
IV	$> 2.50x$ to $\leq 3.00x$	[percentage redacted]	[percentage redacted]	[percentage redacted]	[percentage redacted]
V	$> 3.00x$ to $\leq 3.50x$	[percentage redacted]	[percentage redacted]	[percentage redacted]	[percentage redacted]
VI	$> 3.50x$ to $\leq 4.00x$	[percentage redacted]	[percentage redacted]	[percentage redacted]	[percentage redacted]
VII	$> 4.00x$ to $\leq 4.50x$	[percentage redacted]	[percentage redacted]	[percentage redacted]	[percentage redacted]
VIII	$> 4.50x$	[percentage redacted]	[percentage redacted]	[percentage redacted]	[percentage redacted]

Changes in the Applicable Margin shall take effect as of the third (3rd) Business Day following the date Mattr delivers a Compliance Certificate to the Canadian Agent pursuant to Subsection 13.1.1 which, when delivered, discloses a Total Net Debt/EBITDA Ratio giving rise to such changes. The Applicable Margin applicable to all Types of Loans outstanding on the date any such change takes effect will be adjusted immediately, but without retroactive effect. The Applicable Margin applicable to Standby Instruments under a Relevant Revolving Facility outstanding on the date any such change takes effect will also be adjusted immediately, but without retroactive effect. There will be no adjustments made with respect to Standby Instruments issued under a Relevant Swing Line which are issued before the date any such changes take effect. Notwithstanding the foregoing, (i) if Mattr fails to deliver a Compliance Certificate to the Canadian Agent by the date required to do so under Subsection 13.1.1, the Total Net Debt/EBITDA Ratio shall be deemed as from such date to be at Level VIII until such failure is cured, at which time the Applicable Margin shall be determined in accordance with the table set forth above, but without any adjustments having retroactive effect and (iii) the Applicable Margin otherwise determined pursuant to this definition applicable to all forms of Advances shall, to the extent permitted by applicable law and the Required Lenders so require,

be increased by two percent (2%) per annum during any period of time an Event of Default has occurred and is continuing.

“Approved Fund” means any person (other than an individual) 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 and that is administered or managed by a Lender, an Affiliate of a Lender or an entity or an Affiliate of an entity that administers or manages a Lender.

“Auditors” means the firm of Ernst & Young LLP or any other nationally recognized firm of chartered accountants not unacceptable to the Canadian Agent as Mattr may designate from time to time as its auditors.

“Availability Period” means the period from and including the Closing to, but excluding, the Maturity Date.

“Available Canadian Tenor” means, as of any date of determination and with respect to the then-current Canadian Benchmark, as applicable, (x) if such Canadian Benchmark is a term rate, any tenor for such Canadian Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (y) otherwise, any payment period for interest calculated with reference to such Canadian Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Canadian Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Canadian Benchmark that is then-removed from the definition of “Interest Period” (or any provision of this Agreement referred to therein) pursuant to paragraph (d) of Subsection 7.7.4.

“Bail-in Action” is used as defined in Section 15.29.

“Bank Finance Party” and **“Finance Party”** each means an Agent, a Lender, a Bi-Lateral Standby Instrument Facility Lender or an Adhesion Party, as the context requires.

“Bank Guarantee” means a guarantee of, *inter alia*, the Finance Obligations of each Borrower (other than the Borrower issuing that guarantee) owing to each of the Finance Parties duly completed and executed by Mattr, another Borrower, a Material Subsidiary or another Subsidiary designated by Mattr in favour of, *inter alia*, the Agents and the other Finance Parties in such form as the Canadian Agent may accept, acting reasonably.

“Bank Guarantee Joinder” means a joinder to the Bank Guarantee duly completed and signed by an applicable Subsidiary of Mattr in form and substance satisfactory to the Canadian Agent delivered to the Canadian Agent.

“Benchmark” is used as defined in Subsection 7.7.3.

“Benchmark Replacement” is used as defined in Subsection 7.7.3.

“Beneficial Ownership Certification” means a certification regarding beneficial ownership as required by (i) the United States 31 CFR § 1010.230 or (ii) analogous or equivalent

information required under Applicable Law in effect in Canada or any other foreign jurisdiction.

“Beneficial Ownership Regulation” means (i) the United States 31 CFR § 1010.230 or (ii) analogous or equivalent information required under Applicable Law in effect in Canada.

“Bi-Lateral Standby Instrument Facility Agreement” means an agreement establishing a standby letter of credit facility provided by a Lender or an affiliate of a Lender in favour of a Borrower for the purpose of issuing financial or performance letters of credit or guarantees for the account of such Borrower in the ordinary course of business.

“Bi-Lateral Standby Instrument Facility Lender” means a Lender or an Affiliate of a Lender party to a Bi-Lateral Standby Instrument Facility Agreement and this Agreement or an Adhesion Contract.

“Bi-Lateral Standby Instrument Facility Obligations” means the Indebtedness and other obligations of each Group Member owing to each Lender or Adhesion Party arising under, pursuant to or otherwise in respect of a Bi-Lateral Standby Instrument Facility Agreement, including any guarantee thereof or otherwise, and any item or part of any thereof. For certainty, “Bi-Lateral Standby Instrument Facility Obligations” shall include interest accruing subsequent to the commencement of, or which would have accrued but for the commencement of, any Insolvency Proceeding in accordance with and at the rate (including the Default Rate to the extent lawful) specified in an applicable Bi-Lateral Standby Instrument Facility Agreement, whether or not such interest is an allowable claim in such Insolvency Proceeding.

“Bonding Arrangements” means any agreement or arrangement pursuant to which a person pledges cash to any insurer, guarantor, third party contractor or governmental authority to secure or guarantee the performance of an obligation, other than an obligation that is Indebtedness.

“Borrower” at any time means an Initial Borrower or an Additional Borrower as at that time, as the context requires.

“Borrower’s Counsel” means (i) in the Province of Ontario, McMillan LLP, (ii) in the State of New York, Hutton Andrews Kurth LLP, (iii) in each other relevant jurisdiction, such legal counsel of recognized local standing not unacceptable to the Agents, acting reasonably, as Mattr may designate as its legal counsel in each such jurisdiction and (viii) each additional or replacement legal counsel of recognized local standing not unacceptable to the Agents, acting reasonably, as Mattr may designate from time to time as its legal counsel.

“Borrowing” means a Conversion, Drawdown or Rollover, as the context requires.

“Borrowing Date” means a Conversion Date, Drawdown Date or Rollover Date, as the context requires.

“Borrowing Request” means a duly completed and signed notice from a Relevant Borrower requesting a Borrowing, in the form of Schedule 2 (or in such other form to substantially the same effect as the Relevant Agent may accept) signed by the Relevant Borrower.

“Business Affairs” means the assets, liabilities, financial condition and results of operations of a specified person.

“Business Day” means (i) a day, which is not a Saturday or a Sunday, on which banks are generally open for commercial lending and foreign exchange business in (A) Toronto, Ontario and Calgary, Alberta in relation to all Credit Facilities and (B) New York City, New York, USA and Chicago, Illinois, USA in relation to the US Facilities, (ii) a U.S. Government Securities Business Day if any determination of SOFR is required to be made or (iii) a Local Banking Day if any Borrowing or payment is required to be made.

“Canadian Agent” means The Toronto-Dominion Bank acting from its offices in Toronto in its capacity as administration agent with respect to the Canadian Facilities and certain of the Finance Documents for its own benefit and the rateable benefit of the Finance Parties, and not in its individual capacity as a Finance Party, or (as the context requires) any replacement for such administration agent that is appointed pursuant to Subsection 15.17.1.

“Canadian Agent’s Account” means the Canadian Dollar or, as the case may be, US Dollar account set forth in Schedule 15 maintained by the Canadian Agent to which payments and transfers to the Canadian Agent under this Agreement are to be made or such other accounts of the Canadian Agent marked to such reference as the Canadian Agent may notify to each of the Canadian Lenders, the US Agent and the Canadian Borrowers from time to time as being the account to which payments and transfers of Canadian Dollars or, as the case may be, US Dollars to the Canadian Agent pursuant to this Agreement are to be made.

“Canadian Benchmark” means, initially, the Term CORRA Reference Rate or Daily Compounded CORRA, as the case may be; provided that if a Canadian Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA or the then-current Canadian Benchmark, then “Canadian Benchmark” means the applicable Canadian Benchmark Replacement to the extent that such Canadian Benchmark Replacement has replaced such prior benchmark rate pursuant to paragraph (a) of Subsection 7.7.4.

“Canadian Benchmark Conforming Changes” means, with respect to the use or administration of a Canadian Benchmark or the use, administration, adoption or implementation of any Canadian Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Canadian Prime Rate,” the definition of “Business Day,” the definition of “Interest Period” (or any provision of this Agreement referred to therein) or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of any Borrowing Request or Repayment Notice, the applicability and length of lookback periods, the applicability of Subsection 7.7.4 and other technical, administrative or operational matters) that the Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Canadian Benchmark Replacement” means, with respect to any Canadian Benchmark Transition Event, (a) where a Canadian Benchmark Transition Event has occurred with respect to Term CORRA Reference Rate, Daily Compounded CORRA; and (b) where a Canadian Benchmark Transition Event has occurred with respect to a Canadian Benchmark other than the Term CORRA Reference Rate, the sum of: (i) the alternate benchmark rate that has been selected by the Agent 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 Canadian Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Canadian Benchmark for Canadian Dollar-denominated syndicated credit facilities and (ii) the related Canadian Benchmark Replacement Adjustment.

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

“Canadian Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Canadian Benchmark with an Unadjusted Canadian 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 Agent 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 Canadian Benchmark with the applicable Unadjusted Canadian Benchmark Replacement by the Relevant Canadian 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 Canadian Benchmark with the applicable Unadjusted Canadian Benchmark Replacement for Canadian Dollar-denominated syndicated credit facilities at such time.

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

(a) in the case of clause (a) or (b) of the definition of “Canadian 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 Canadian Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Canadian Tenors of such Canadian Benchmark (or such component thereof); or

(b) in the case of clause (c) of the definition of “Canadian Benchmark Transition Event,” the first date on which such Canadian Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Canadian Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Canadian Tenor of such Canadian Benchmark (or such component thereof) continues to be provided on such date.

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

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

(a) a public statement or publication of information by or on behalf of the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Canadian Tenors of such Canadian 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 Canadian Tenor of such Canadian Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof), the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Canadian Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Canadian Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Canadian Benchmark (or such component), which states that the administrator of such Canadian Benchmark (or such component) has ceased or will cease to provide all Available Canadian Tenors of such Canadian 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 Canadian Tenor of such Canadian Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Canadian Benchmark (or the published component used in the calculation thereof) announcing that all Available Canadian Tenors of such Canadian Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

For the avoidance of doubt, a “Canadian Benchmark Transition Event” will be deemed to have occurred with respect to any Canadian Benchmark if a public statement or publication of information set forth above has occurred with respect to each then-current Available Canadian Tenor of such Canadian Benchmark (or the published component used in the calculation thereof).

“**Canadian Benchmark Unavailability Period**” means, the period (if any) (a) beginning at the time that a Canadian Benchmark Replacement Date has occurred if, at such time, no Canadian Benchmark Replacement has replaced the then-current Canadian Benchmark for all purposes hereunder and under any Loan Document in accordance with Subsection 7.7.4 and (b) ending at the time that a Canadian Benchmark Replacement has replaced the then-current

Canadian Benchmark for all purposes hereunder and under any Loan Document in accordance with Subsection 7.7.4.

“Canadian Blocked Person” means any person that is a “designated person”, “politically exposed foreign person” or “terrorist group” as described in any Canadian Economic Sanctions and Export Control Laws.

“Canadian Borrower” means (i) Mattr, (ii) Mattr Canada Holdings Ltd., existing as at the date hereof as a corporation formed under the laws of Canada, or (iii) an Additional Borrower that is formed or existing under the laws of Canada or any province or territory thereof, as the context requires.

“Canadian Dollars” and the symbol **“CAD”** each means the lawful currency of Canada.

“Canadian Economic Sanctions and Export Control Laws” means any Canadian laws, regulations or orders governing transactions in controlled goods or technologies or dealings with countries, entities, organizations, or individuals subject to economic sanctions and similar measures, including the *Defence Production Act* (Canada), the *Special Economic Measures Act* (Canada), the *United Nations Act*, (Canada), the *Freezing Assets of Corrupt Foreign Officials Act*, *Part II.1 of the Criminal Code*, (Canada), the *Justice for Victims of Corrupt Foreign Officials Act* (Canada) and the *Export and Import Permits Act* (Canada), and any related regulations.

“Canadian Facility” means the Canadian Revolving Facility or Canadian Swing Line, as the context requires.

“Canadian Group Member” means a Group Member formed or existing under the laws of Canada or any province or territory thereof.

“Canadian Lender” means (i) each Firm listed as a Canadian Lender in the signature pages of this Agreement, (ii) each Firm that accepts a Canadian Revolving Commitment pursuant to a Commitment Modification Request or an Accordion Notice, (iii) the Canadian Swing Line Lender, (iv) each Transferee of each Firm referred to in Clauses (i), (ii) and (iii) of this definition relative to its rights and obligations under each Canadian Facility and (iv) any immediate or subsequent Transferee of any such Transferee relative to such rights and obligations.

“Canadian Prime Rate” means, on any day, the greater of: (a) the annual rate of interest established by the Canadian Agent as its reference rate for that day for commercial loans made by it in Canada in Canadian Dollars and (b) the Adjusted Term CORRA having a term of one-month, plus [percentage redacted] per annum. The Canadian Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Any change in the Canadian Prime Rate determined by the Canadian Agent shall take effect at the opening of business on the date of such determination. Notwithstanding the foregoing, if the Canadian Prime Rate as so determined shall ever be less than the Floor, then the Canadian Prime Rate shall be deemed to be the Floor.

“Canadian Prime Rate Loan” means an Advance made under a Canadian Facility by way of loan in Canadian Dollars upon which the interest rate shall be calculated and payable in accordance with the applicable provisions of this Agreement with reference to the Canadian Prime Rate.

“Canadian Reference Lender” means The Toronto-Dominion Bank (or any Affiliate designated by it) acting in its capacity as a reference bank under this Agreement with respect to the Canadian Facilities or any replacement of such reference bank appointed pursuant to Subsection 15.17.2.

“Canadian Revolving Commitment” of any Lender means the maximum portion of the Canadian Revolving Facility which such Canadian Lender has agreed to make available to the Canadian Borrowers as set out opposite its name under “Canadian Revolving Commitment” in Schedule 1 “Commitments”, as such amount may be modified from time to time pursuant to the provisions of this Agreement.

“Canadian Revolving Facility” means the credit facility established in favour of the Canadian Borrowers under Subsection 2.1.1.

“Canadian Swing Line” means the credit facility established in favour of the Canadian Borrowers under Subsection 3.3.1.

“Canadian Swing Line Advance” means an Advance to a Canadian Borrower made pursuant to the Canadian Swing Line.

“Canadian Swing Line Commitment” means the maximum amount of the Canadian Swing Line which the Canadian Swing Line Lender has agreed to make available to the Canadian Borrowers pursuant to the Canadian Swing Line as set out opposite its name under “Canadian Swing Line Commitment” in Schedule 1, or as set forth in any Loan Transfer Agreement, as such amount may be modified from time to time pursuant to the provisions of this Agreement.

“Canadian Swing Line Lender” means (i) The Toronto-Dominion Bank acting in its capacity as the swing line lender under the Canadian Swing Line through its designated lending office located in Toronto, (ii) any Transferee of The Toronto-Dominion Bank in its capacity as such swing line lender and (iii) any immediate or subsequent Transferee of such Transferee, in each case relative to its rights and obligations as such swing line lender.

“Cancellation Notice” means a duly completed and signed notice in the form of or to substantially similar effect as Schedule 5 given to the Canadian Agent by Mattr pursuant to Section 8.2.

“Capital Stock” means common shares, preferred shares or other equivalent equity interests (howsoever designated) of capital stock or membership interests in a Firm.

“Cash Collateralize” an Advance or other Finance Obligation means to deposit with a Relevant Agent, Relevant Issuing Bank, Relevant Lender or Relevant Finance Party cash or Cash Equivalents in an amount equal to (i) 105% of the Standby Instrument Exposure of the Standby Instrument in the case of a Standby Instrument or (ii) the actual amount or the amount

estimated in good faith by the Relevant Finance Party of any Finance Obligation not referred to elsewhere in this definition, in each case, pursuant to such cash collateral documentation executed by the Relevant Borrower and delivered to the Relevant Agent, Relevant Issuing Bank, Relevant Lender or Relevant Finance Party as the Relevant Agent, Relevant Issuing Bank, Relevant Lender or Relevant Finance Party may reasonably require.

“Cash Collateralized Amount” means an amount received by a Relevant Agent, Relevant Issuing Bank, Relevant Lender or Relevant Finance Party from a Borrower Cash Collateralizing a Finance Obligation.

“Cash Equivalents” means (i) United States Dollars, (ii) Canadian Dollars, (iii) euros, (iv) Sterling, (v) currency in any country where a Subsidiary carries on business so long as such country does not maintain exchange controls, such currency is freely convertible into United States Dollars or Canadian Dollars and may be freely converted and remitted in Canadian Dollars or US Dollars to the Finance Parties abroad and the aggregate amount of such currency held by the entire Group does not exceed its budgeted or anticipated current capital and operating expenditures attributable to operations in that country, (vi) debt securities issued or directly and fully guaranteed or insured by the United States of America, the Canadian or United Kingdom government or any agency or instrumentality of any thereof with maturities of 12 months or less from the date of acquisition, and (vii) certificates of deposit, time deposits and eurodollar time deposits with maturities of one year or less from the date of acquisition, bankers’ acceptances with maturities not exceeding one year and overnight bank deposits, in each case with any commercial bank incorporated in the United States of America, Canada or any member state of the European Union in which a Material Group Member carries on business having, in the case of such commercial bank, an approved credit rating or with any Lender.

“Cash Management Agreement” means an agreement pursuant to which any Lender or Adhesion Party provides cash management services to any Obligor or other Group Member whose obligations thereunder are guaranteed by an Obligor, including collections, treasury management services (including controlled disbursement, overdraft, automated clearing house fund transfer services, return items, electronic funds transfer services and cash concentration services), foreign exchange facilities, credit card processing services, demand deposits, payroll, trust or operating account services, commercial credit cards, wire transfer services and other cash management services.

“Cash Management Obligations” means the Indebtedness and other obligations of each Group Member owing to each Lender or Adhesion Party arising under, pursuant to or otherwise in respect of each Cash Management Agreement, including any guarantee thereof or otherwise, and any item or part of any thereof. For certainty, “Cash Management Obligations” shall include interest accruing subsequent to the commencement of, or which would have accrued but for the commencement of, any Insolvency Proceeding in accordance with and at the rate (including the Default Rate to the extent lawful) specified in an applicable Cash Management Agreement, whether or not such interest is an allowable claim in such Insolvency Proceeding.

“CERCLA” means the *Comprehensive Environmental Response, Compensation and Liability Act* of 1986, 42 U.S.C. §§ 9601 et seq. of the United States, as amended by the *Superfund Amendments and Reauthorization Act*.

“**CERCLIS**” means the Comprehensive Environmental Response, Compensation and Liability Information System.

“**Certificate**” from any Firm means a written certificate from that Firm signed by a Senior Officer of that Firm.

“**Change in Control**” means and shall be deemed to have occurred if any person or group of persons “acting in concert” (as contemplated by the *Securities Act* (Ontario) and as interpreted by Applicable Law) shall at any time have acquired or otherwise result in holding or Controlling (i) direct or indirect beneficial ownership of Voting Capital Stock of Mattr having attributed to it a majority of the outstanding votes attached to all of the issued and outstanding Voting Capital Stock of Mattr or (ii) the right or the ability by voting power, contract or otherwise to elect or designate for election a majority of the Board of Directors of Mattr.

“**Change in Law**” means any change in, or the coming into effect of, any Applicable Law (whether or not having the force of law), or any change in the interpretation, administration or application thereof by any governmental authority, or compliance by any Finance Party (or any Holding Body Corporate of any Finance Party) with any Applicable Law or any Order of any governmental authority (whether or not having the force of law). Notwithstanding the foregoing, (i) the *Dodd-Frank Wall Street Reform and Consumer Protection Act* and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) 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 regulatory authorities, in each case pursuant to Basel III, shall, in each case, be treated as a Change in Law regardless of the date enacted, adopted or issued.

“**Clean-Up**” means the remediation, containment, removal, treatment, neutralization or inactivation of any Contaminant.

“**Closing**” means the time when the Canadian Agent confirms to the Initial Borrowers and the Lenders that each of the conditions precedent to the amendment and restatement of the Existing Credit Agreement set forth in Section 9.2 have been met or (to the extent not met) waived in accordance with Section 9.7 to permit such amendment and restatement to occur.

“**Closing Date**” means the date that the Closing occurs, being April 19, 2024.

“**Co-Lead Arranger and Joint Bookrunner**” means The Toronto-Dominion Bank or National Bank of Canada, as the context requires.

“**Collateral**” means all assets in or to which any Secured Group Member now or hereafter has rights and which is subject to (or intended by the express or implied terms of any Loan Document to be subject to) the Security, and any item or part thereof.

“**Commitment**” of any Lender means such Lender’s Canadian Revolving Commitment, Canadian Swing Line Commitment, US Revolving Commitment or US Swing Line Commitment, as the context requires.

“**Commitment Modification Date**” is used as defined in Subsection 8.11.4.

“Commitment Modification Request” is used as defined in Subsection 8.11.1.

“Compliance Certificate” in respect of a Test Period means a duly completed and signed Certificate from Mattr substantially in the form attached as Schedule 10 (or in such other form to substantially similar effect as the Canadian Agent may accept) setting out, among other things, a statement for such Test Period of the calculations of the financial tests set out in Section 13.3; provided that each Compliance Certificate delivered to the Lenders pursuant to this Agreement must be accompanied by a reconciliation of the calculation of the financial ratios and financial covenants made in accordance with Adjusted IFRS with the financial statements delivered for the period to which such Compliance Certificate relates.

“Concentration Account” means the deposit account maintained by Mattr US Inc. with JPMorgan Chase Bank, N.A. bearing account number [account information redacted].

“Confirmation of Guarantee” means a confirmation of guarantee duly signed by an Obligor in form and substance satisfactory to the Canadian Agent, in its sole discretion, acting reasonably.

“Confirmation of Guarantee and Security” means a confirmation of guarantee and security duly signed by a Secured Group Member in form and substance satisfactory to the Canadian Agent, in its sole discretion, acting reasonably.

“Conforming Changes” is used as defined in Subsection 7.7.3.

“Constitutional Documents” in relation to any Firm means the articles, certificate of incorporation, any unanimous shareholder agreement, the limited liability, operating or members’ agreement or the partnership agreement, declaration of trust or other equivalent documents governing the incorporation or formation, capacity, powers, assets and affairs of that Firm; together, in each case, with the by-laws or other documents, regulating the organization, Control or internal management of that Firm.

“Contaminant” means any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them that may (i) impair the quality of the Environment for any use that can be made of it, (ii) injure or damage property or plant or animal life, (iii) harm or materially discomfort any person, (iv) adversely affect the health of any individual, (v) impair the safety of any individual, (vi) render any property or plant or animal life unfit for use by man, (vii) cause loss of enjoyment of normal use of property, or (viii) interfere with the normal course of business, and includes any “contaminant” or “hazardous material” within the meaning assigned to such term in any Environmental Law.

“Control” when used with respect to any Firm means the power to direct the management and policies of that Firm, directly or indirectly, whether through ownership of Voting Capital Stock, by voting trust or other agreement or otherwise.

“Controlled Group” means all members of a controlled group of corporations or other business entities and all trades or businesses (whether or not incorporated) under common control which, together with a Borrower and any of its Subsidiaries, are treated as a single employer under Section 414 of the Internal Revenue Code.

“Conversion” means a conversion of a Loan to another Type of Advance pursuant to Section 6.1.

“Conversion Date” means any day on which a Conversion takes place.

“Convertible Debenture” means a convertible debenture or any analogous debt-like instrument which satisfies the following requirements:

- (a) the terms of such debenture or analogous debt instrument shall provide as follows:
 - (i) the maturity date applicable to such instrument shall at all times mature at least six (6) months following the Maturity Date;
 - (ii) at the election of the relevant Group Member, Indebtedness under such instrument shall be permitted to be converted to, satisfied by or otherwise repaid with Capital Stock of such Group Member;
 - (iii) the Indebtedness outstanding thereunder shall be unsecured and subordinated in all respects to and in favour of the Finance Obligations owing to the Finance Parties;
 - (iv) no scheduled principal repayments or mandatory prepayments required to be repaid in cash shall be required or permitted to be made prior to maturity; and
 - (v) the Indebtedness incurred thereunder shall not be guaranteed by any Group Member; and
- (b) the terms of such debenture or analogous debt instrument:
 - (i) shall not include any cross-default provisions (and, for certainty, a Default or Event of Default under this Agreement shall not result in a breach or default thereunder); and
 - (ii) shall not be more restrictive than any analogous terms under this Agreement or any other Loan Document.

“Core Business” means any one or more of the following: (i) the design, manufacture, procurement and sale of products and services primarily for use in the energy, industrial, transportation and water markets, including pipe and ancillary equipment, tubular inspection, repair and management services, pipe coatings, linings, insulation, floatation and coating materials, welding and fabrication services, girth weld inspection services, pipeline joint protection systems and related engineering services, (ii) the design, manufacture, procurement and sale of electrical products and services, including specialty wire and cable and heat shrinkable tubing and sealing products, and assemblies in a wide variety of applications, including infrastructure, communication, transportation, space, energy, medical and other industrial applications, (iii) the design, manufacture, procurement and sale of underground fuel storage tanks for the retail and commercial markets and services provided in relation thereto,

(iv) the design, manufacture, procurement and sale of fibreglass tank alternatives for various submarkets and adjacent spaces (including water conservation, hydrochain, storm and wastewater management and fire protection) and services provided in relation thereto and (v) the design, manufacture and sale of storage tanks and related accessories for pipelines (midstream) and oil and gas producers (upstream) and services provided in relation thereto.

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

“CORRA Interpolated Rate” means, for any Term CORRA Loan for a Non-Standard Interest Period, the rate per annum determined by the Agent (which such determination shall be conclusive and binding on the Borrowers absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) Adjusted Term CORRA for the longest Interest Period that is not a Non-Standard Interest Period for which Adjusted Term CORRA is available that is shorter than the Non-Standard Interest Period of such Loan and (b) Adjusted Term CORRA for the shortest Interest Period that is not a Non-Standard Interest Period for which Adjusted Term CORRA is available that exceeds the Non-Standard Interest Period of such Loan, at such time; provided that when determining the CORRA Interpolated Rate for a Non-Standard Interest Period which is less than one month, the CORRA Interpolated Rate shall be deemed to be Adjusted Term CORRA of one month’s duration.

“CORRA Loans” means Term CORRA Loans and Daily Compounded CORRA Loans and **“CORRA Loan”** means any one of them.

“Corresponding Liabilities” means all present and future contractual and non-contractual Finance Obligations owing by a Guarantor to a Finance Party, but excluding its Parallel Liability.

“Courts of Primary Jurisdiction” means any of the courts referred to in Subsection 16.19.1(a).

“Credit Facility” means a Canadian Facility or US Facility, as the context requires.

“Daily Compounded CORRA” means, for any Business Day in an Interest Period, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback for five Business Days) being established by the Agent in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Canadian Governmental Body for determining compounded CORRA for business loans; provided that if the Agent decides that any such convention is not administratively feasible for the Agent, then the Agent may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Canadian Benchmark Replacement Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

“Daily Compounded CORRA Adjustment” means [percentage redacted] per annum.

“Daily Compounded CORRA Loan” means an Advance made by way of loan in Canadian Dollars under the Relevant Revolving Facility upon which interest shall be calculated in accordance with the applicable provisions of this Agreement with reference to Adjusted Daily Compounded CORRA.

“Default” means any Event of Default or any default, breach, failure, event, state or condition which, unless remedied or waived, with the lapse of time, giving of notice, making of a determination, or any combination thereof or otherwise, would, or could reasonably be expected to, constitute or result in the occurrence of an Event of Default.

“Default Rate” means the rate of interest payable pursuant to Subsection 7.1.7.

“Defaulting Lender” means any Relevant Lender (i) that has failed to fund any payment or its Rateable Share of any Advance required to be made by it hereunder or to purchase any participation required to be purchased by it hereunder or under any other Loan Documents, (ii) that has notified a Borrower, an Agent or any other Lender (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, (iii) that has failed, within three (3) Business Days after request by a Relevant Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund future Advances, (iv) that has otherwise failed to pay over to a Relevant Agent or any Lender any amount required to be paid by it hereunder within three (3) Business Days of the date when due, (v) in respect of which an Insolvency Event or a Lender Distress Event has occurred in respect of such Relevant Lender or any Holding Body Corporate of it, (vi) that has become the subject of a Bail-in Action, or (vii) that is generally in default of its obligations under other existing credit or loan documentation under which it has commitments to extend credit.

“Derivative” means any transaction or agreement evidencing a transaction that is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, currency swap transaction, cross-currency rate swap transaction, currency option, credit derivative or any other similar transaction or agreement evidencing such transaction (including any option with respect to any of these transactions), and any combination of any of the aforesaid transactions.

“Derivative Exposure” in relation to any person (the “relevant party”) and any counterparty of the relevant party at any time means the amount which would be payable by the relevant party to that counterparty, or by that counterparty to the relevant party, as the case may be, pursuant to the agreement governing the Derivatives entered into between them and in effect at that time if those Derivatives were to be terminated at such time. If the Derivative Exposure is payable by any Group Member to any counterparty of that Group Member, it is referred to herein as **“Out-of-the-Money Derivative Exposure”**. If Derivative Exposure is payable by any counterparty of any Group Member to that Group Member, it is referred to herein as **“In-the-Money Derivative Exposure”**.

“Designated Affiliate” is used as defined in Subsection 7.10.4.

“Designated Subsidiary” means a Subsidiary of Mattr designated by Mattr to become a Borrower pursuant to Section 11.1.

“Discharge Date” shall mean the date on which (i) all Commitments shall have been terminated, (ii) all Advances (other than Standby Instruments), interest thereon, Fees and other expenses or amounts payable under any Loan Document and all other Loan Obligations shall have been paid in full (other than in respect of contingent indemnification, expense reimbursement claims and other contingent obligations not then due and payable), (iii) all Standby Instruments (other than those that have been Cash Collateralized) have been cancelled or have expired and all amounts drawn or paid thereunder have been reimbursed in full, (iv) all Bi-Lateral Standby Instrument Facility Obligations (other than those that have been Cash Collateralized) shall have been paid in full (other than in respect of contingent indemnification, expense reimbursement claims and other contingent obligations not then due and payable), unless the Finance Party thereto agrees otherwise, (v) all Cash Management Obligations (other than those that have been Cash Collateralized) shall have been paid in full (other than in respect of contingent indemnification, expense reimbursement claims and other contingent obligations not then due and payable), unless the Finance Party thereto agrees otherwise, and (vi) all Permitted Derivatives (other than those that have been Cash Collateralized) shall have been paid in full (other than in respect of contingent indemnification, expense reimbursement claims and other contingent obligations not then due and payable) and all transactions thereunder shall have been early terminated, unless the Finance Party thereto agrees otherwise.

“Divided Delaware LLC” is used as defined in Section 1.11.

“Dividing Group Member” is used as defined in Section 1.11.

“Division” in reference to any Firm means the division of that Firm into two (2) or more separate Firms, with the dividing Firm either continuing or terminating its existence as part of such division, including as contemplated under Section 18-217 of the *Delaware Limited Liability Company Act* for limited liability companies formed under Delaware law, or any analogous action taken pursuant to any other Applicable Law with respect to any other Firm.

“Documentary Credit” means a documentary or trade letter of credit, including any replacements, renewals and amendments, issued or deemed to be issued by a Lender pursuant to this Agreement.

“Drawdown” means the borrowing of a new Advance which is not derived from a Conversion or Rollover.

“Drawdown Date” means any day on which a Drawdown takes place.

“EBITDA” for any period and Firm means the Net Income of that Firm for that period, adjusted (without duplication) on a consolidated basis in accordance with Adjusted IFRS as follows:

- (a) such Net Income shall be increased (to the extent, if any, such amounts were deducted in computing such Net Income) by the sum (without duplication) for that period of (i) Interest Expense, (ii) income tax expense,

(iii) depreciation and amortization, (iv) extraordinary, non-recurring or unusual charges, (v) losses realized upon the disposal of capital property, (vi) foreign exchange translation losses, (vii) unrealized losses on fair market valuation of financial instruments, (viii) asset write-downs and (ix) all non-cash charges, expenses or losses, in each case, which do not represent a cash item in such period or any future period; and

- (b) such Net Income shall be reduced (to the extent, if any, such amounts were recognized in the computation of such Net Income) by the sum (without duplication) for that period of (i) extraordinary, non-recurring or unusual gains, (ii) gains realized upon the disposal of capital property, (iii) foreign exchange translation gains, (iv) unrealized gains on fair market valuation of financial instruments, (v) asset write-ups and (vi) all non-cash gains or income, in each case, which do not represent a cash item in such period or any future period.

If in any Test Period, Mattr acquires a Subsidiary or business unit, EBITDA of Mattr shall be *pro forma* adjusted for such acquisition assuming such acquisition had occurred on the first (1st) day of that Test Period. EBITDA of Mattr for such acquisition may be adjusted for each of the first four (4) Test Periods ending after such acquisition by up to 20% of such acquired EBITDA for readily identifiable cost-synergies related to such acquisition, less realized synergy savings.

If in any Test Period, Mattr disposes of a Subsidiary or business unit, EBITDA of Mattr shall be *pro forma* adjusted for such disposition assuming such disposition had occurred on the first (1st) day of that Test Period.

“EDC Insured Standby Instrument Amount” of any Standby Instrument issued under this Agreement or any other standby letter of credit, bank guarantee or other form of “credit” as defined in the ICC Rules issued for the account of any Group Member by any bank or other financial institution (each, an **“EDC Insured Credit”**) means the aggregate total amount (expressed in US Dollars with non-US Dollar amounts being converted to US Dollars at their Equivalent Amount) of the Indebtedness of each Group Member arising under, by reason of, or otherwise in respect of such EDC Insured Credit, in each case, to the extent that such EDC Insured Credit is fully insured by or backstopped by a guarantee or indemnity from Export Development Canada and for which Export Development Canada has not denied or otherwise contested coverage.

“Eligible US Lender” means a Firm (i) incorporated or organized under the laws of the United States of America or any State thereof (and therefore entitled to receive payments from the US Borrowers under this Agreement without deduction or withholding of any United States federal income taxes) or (ii) entitled to receive payments from the US Borrowers under this Agreement without deduction or withholding of any United States federal income taxes.

“Enforcement Event” means any of (i) the occurrence of an Event of Default referred to in Subsection 14.1.11, (ii) the declaration by any Finance Party that the Finance Obligations due to that Finance Party have become due and payable on demand or are or have become due and payable before their stated maturity or before the regularly scheduled dates of payment of such

Finance Obligations by reason of any Event of Default, (iii) the cancellation or termination of all of the Commitments of the Lenders pursuant to Section 14.2, (iv) the exercise of any set-off rights or enforcement of any Security by any Finance Party by reason of the occurrence of any Event of Default, (v) the commencement of any enforcement proceedings under or pursuant to any Finance Document by any Finance Party or (vi) the occurrence of a Trigger Event.

“Environment” means the ambient air, all layers of the atmosphere, surface, water, underground water, all land, all living organisms and the interacting natural systems that include components of air, land, water, organic and inorganic matter and living organisms, and includes indoor spaces.

“Environmental Law” means any Applicable Law relating to the Environment, Hazardous Materials or Waste or occupational health or safety which applies to the Business Affairs of any particular person.

“Environmental Liabilities” means liabilities arising under any Environmental Law or applicable common or civil law relative to the Environment.

“Equivalent Amount” on any date means the amount in a specified currency which would result from the conversion of a specified amount in another currency at the Spot Rate. For the purposes of this definition, “Spot Rate” as at any date with respect to the conversion of an amount in one currency (the “original currency”) to another currency (the “other currency”) means the average rate of exchange published by the Bank of Canada at 16:30 (Eastern Time) on the immediately preceding Business Day for the purchase of such original currency with such other currency (and if neither currency is Canadian Dollars, purchasing Canadian Dollars first with such other currency and using the Canadian Dollars purchased to purchase the original currency). For the purposes of calculating Standby Fees and the Outstanding Amount of outstanding Loans denominated in any currency other than US Dollars during any calendar quarter, the Canadian Agent shall convert such currency amounts into the Equivalent Amount in US Dollars by applying the monthly average Bank of Canada rate posted on the last Business Day of each applicable month during such calendar quarter.

“ERISA” means the *US Employee Retirement Income Security Act of 1974*, as amended, and the rules and regulations promulgated and rulings issued thereunder from time to time in effect.

“Erroneous Payment” is used as defined in Subsection 15.31.1.

“Erroneous Payment Deficiency Assigned Amount” is used as defined in Subsection 15.31.4.

“Erroneous Payment Return Deficiency” is used as defined in Subsection 15.31.4.

“Event of Default” is used as defined in Section 14.1.

“Exempted Guarantors” means, collectively, each of the Guarantors set forth in Schedule 3 under the header “Exempted Guarantors” and who collectively, as at December 31, 2025, (i) directly carry on an active business which is responsible for generating less than [percentage

redacted] of EBITDA of Mattr (excluding discontinued operations) and (ii) directly own less than [percentage redacted] of Net Assets (excluding discontinued operations).

“Excluded Bank Accounts” means, collectively:

- (a) the ZBA Accounts; and
- (b) any deposit account of a Secured Group Member (other than the Concentration Account and other than a ZBA Account) that is maintained with a financial institution and which (i) is maintained exclusively as a payroll, trust, fiduciary or benefit account or (ii) has a balance at all times of USD10,000,000 (or the Equivalent Amount in other currency) or less, provided that all such deposit accounts constituting Excluded Bank Accounts (for certainty, excluding the Concentration Account and the ZBA Accounts) under this clause (b)(ii) shall not have a combined aggregate balance of more than USD10,000,000 (or the Equivalent Amount in other currency).

For certainty, Excluded Bank Accounts shall form part of the Collateral but shall not be required to be subject to an Account Control Agreement for so long as the relevant deposit accounts qualify as Excluded Bank Accounts.

“Excluded Swap Obligation” means, with respect to any Group Member, 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 US Commodity Exchange Act (a “Swap Obligation”), and to the extent that, all or a portion of the liability of such Group Member for or the guarantee of such Group Member of, or the grant by such Group Member of a security interest to secure, such Swap Obligation (or any liability or guarantee thereof) is or becomes illegal under the US Commodity Exchange Act or any rule, regulation or order of the US Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Group Member’s failure for any reason to constitute an “eligible contract participant” as defined in the US Commodity Exchange Act and the regulations thereunder at the time the liability for or the guarantee of such Group Member or the grant of such security interest becomes effective with respect to such Swap Obligation (such determination being made after giving effect to any applicable keepwell, support or other agreement for the benefit of the applicable Group Member, including under any keepwell provisions in the Bank Guarantee). If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such guarantee or security interest is or becomes illegal for the reasons identified in the immediately preceding sentence of this definition.

“Existing Credit Agreement” is used as defined in the recitals to this Agreement.

“FATCA” means Sections 1471 through 1474 of the Internal Revenue Code, as in effect on the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any applicable intergovernmental agreements between a non-United States jurisdiction and the United States with respect thereto; and any law, regulations, or other official guidance enacted in a non-United States jurisdiction relating to an intergovernmental

agreement related thereto, and any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code.

“Federal Funds Effective Rate” for any day means the greater of (i) the Floor and (ii) the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as the NYFRB shall set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate.

“Fee Letter” means the fee letter dated March 20, 2024 between Mattr and the Co-Lead Arrangers.

“Fees” means Standby Fees, LC/LG Fees, agency fees and any other fees payable by any Borrower to any of the Finance Parties under or otherwise in respect of this Agreement or the Credit Facilities.

“Finance Documents” at any time means the Bi-Lateral Standby Instrument Facility Agreements, Cash Management Agreements, Loan Documents and Permitted Derivatives entered into with a Finance Party in effect at that time.

“Finance Obligations” means Bi-Lateral Standby Instrument Facility Obligations, Cash Management Obligations, Loan Obligations and Permitted Derivative Obligations, and any item or part of any thereof.

“Finance Party’s Own Taxes” means (i) Taxes imposed on a Finance Party by a governmental authority of a jurisdiction in which the Finance Party is subject to taxation by reason of the fact that the Finance Party (A) is incorporated or has a permanent establishment or a fixed place of business in that jurisdiction or (B) is resident or carrying on business in that jurisdiction, but excluding, for greater certainty, Taxes levied only by reason of the fact that the Finance Party has executed, delivered or performed its obligations under, has received or is entitled to receive payments under, or has enforced, any Finance Document (ii) any U.S. federal withholding Taxes imposed under FATCA and (iii) any Canadian withholding Tax arising as a result of such Finance Party (a) not dealing at arm’s length with any Canadian Borrower, or (b) being a “specified shareholder” of any Canadian Borrower or a person not dealing at arm's length with a "specified shareholder" of any Canadian Borrower (in each case within the meaning of the *Income Tax Act* (Canada)), except where the non-arm’s length relationship arises, or where a Finance Party is a “specified shareholder” or does not deal at arm's length with a “specified shareholder”, in each case, only by reason of the fact that the Finance Party has executed, delivered or performed its obligations under, has received or is entitled to receive payments under, or has enforced, any Finance Document, and (iv) Taxes attributable to a Canadian Lender’s failure to comply with Section 7.9.7.

“Finance Related Agreements” and **“FINANCE RELATED AGREEMENTS”** has the defined meaning assigned to “FINANCE RELATED AGREEMENTS” in Subsection 16.19.

“Financial Credit” means a Standby Letter of Credit or Letter of Guarantee that is allocated a 100% risk-based capital ratio under the risk-based capital adequacy framework applicable to

a Relevant Swing Line Lender or Relevant Lenders (as applicable) in effect as at the date hereof.

“Firm” means a person that is not an individual, a government or an agency of a government.

“Fiscal Quarter” means one of the four (4) three-month accounting periods of Mattr comprising a Fiscal Year.

“Fiscal Year” means the 12 month accounting period of Mattr which, as at the date hereof, ends on December 31st of each calendar year.

“Floating Rate” means the Canadian Prime Rate, New York Prime Rate or US Base Rate, as the context requires.

“Floating Rate Loan” means a Canadian Prime Rate Loan, New York Prime Rate Loan or US Base Rate Loan, as the context requires.

“Floor” is used as defined in Subsection 7.7.3.

“Foreign US Lender” is used as defined in Subsection 7.10.2.

“Fraudulent Conveyances Law” means the *Assignment and Preferences Act* (Ontario), the *Fraudulent Conveyances Act* (Ontario), sections 95 and 96 of the *Bankruptcy and Insolvency Act* (Canada), Section 548 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq., or any other like, equivalent or analogous legislation of any jurisdiction, domestic or foreign, as the context requires.

“Group” at any time means Mattr and each Subsidiary of Mattr as at such time and **“Group Member”** means any member of the Group.

“Group’s Business” means the business engaged in by the Group which is comprised of the Core Business and business activities necessarily incidental thereto.

“Group’s Facilities” means the buildings, plants, infrastructure and other facilities (including all real property on which such facilities are situated), vehicles, trailers and other machinery and equipment owned, leased, managed, controlled or operated by any Group Member or for which any Group Member is otherwise obligated under Environmental Law.

“Guarantor” at any time means (i) Mattr, (ii) a Firm listed in Schedule 3 or (iii) an Additional Borrower, an additional Material Subsidiary or an additional Group Member that has provided a Bank Guarantee Joinder pursuant to this Agreement at or before that time, as the context requires.

“Hazardous Materials” means any pollutant or Contaminant, including any hazardous, dangerous, registrable or toxic chemical, material or other substance within the meaning of any Environmental Law, including urea formaldehyde foam type of insulation, asbestos or asbestos containing materials, polychlorinated biphenyls (PCB’s) or PCB contaminated fluids.

“Holding Body Corporate” of any Firm means another person that Controls that Firm.

“Hostile Take-Over Bid” means a Take-Over Bid by any Group Member or in which any Group Member participates, in respect of which the board of directors (or equivalent governing body) of the target entity has not recommended acceptance of such Take-Over Bid to the target entity’s Capital Stock holders.

“ICC Rules” means the applicable provisions of (i) the UCP, (ii) ISP98 or (iii) any publication updating or replacing any of the foregoing, by the International Chamber of Commerce, as applicable; in each case, as specified in the applicable Standby Instrument.

“IFRS” means the International Financial Reporting Standards issued or adopted by the International Accounting Standards Board.

“Immaterial” means does not, and could not reasonably be expected to, have a Material Adverse Effect.

“Impermissible Qualification” means, relative to the opinion or report of any independent certified public accountant or any independent chartered professional accountant as to any financial statement of any Group Member, any qualification or exception to such opinion or report (i) which is of a “going concern” or similar nature, (ii) which relates to any limited scope of examination of matters relevant to such financial statement or (iii) which relates to the treatment or classification of any item in such financial statement and which, as a condition to its removal, would require an adjustment to such item the effect of which would be to cause Mattr to be in default of any of its obligations under Section 13.3.

“Income Taxes” means taxes based on or measured by income or profit of any nature or kind, including Canadian federal and provincial income taxes and similar such taxes imposed by any foreign jurisdiction (including any union of nations).

“Indebtedness” of any person at any time means obligations of such person or any of its Subsidiaries (without duplication) to pay (in whole or in part) any of the following amounts at such time (i) liabilities which, in accordance with Adjusted IFRS, would be classified upon the consolidated balance sheet of that person prepared as at such time as indebtedness for borrowed money, including bank indebtedness, long-term debt, capital lease obligations, convertible debentures, any debt-like instruments and any other financial indebtedness, (ii) indebtedness, actual or contingent, primary, secondary or by way of guarantee, matured or unmatured, arising under or in respect of, any bankers’ acceptance, (iii) indebtedness, actual or contingent, primary, secondary or by way of guarantee, matured or unmatured, arising under or in respect of any sale of promissory notes, sale of accounts, factoring, securitization or discounting arrangement to the extent recourse to such person or any Subsidiary of it exists to recover such indebtedness, other than any such indebtedness incurred pursuant to and in accordance with the requirements of a Permitted Securitization Financing, (iv) the principal amount of, and any premiums and capitalized interest payable in respect of, indebtedness for the deferred purchase price of property or services, (v) the principal amount of, and any premiums and capitalized interest payable in respect of, indebtedness payable under or in respect of any Lien upon any property acquired (whether or not assumed), (vi) Out-of-the-Money Derivative Exposure, (vii) indebtedness, actual or contingent, primary, secondary or by way of guarantee, matured or unmatured, arising under or in respect of, any (A) Financial Credit, (B) Performance Guarantee, (C) letter of credit, bank guarantee, documentary credit or other standby (within

the meaning of the ICC Rules), (D) disposal of any asset with the intent to lease that asset as lessee otherwise than by way of capital lease or (E) so-called “synthetic lease” transaction, (viii) the redemption or retraction price of any Preferred Shares, (ix) the capital portion of any other obligation that is not Indebtedness having the commercial effect of borrowing, or (x) any amount payable under any direct or indirect guarantee of any amount of the nature described in any of Clauses (i) to (ix) above; provided that, if the amount so guaranteed (or any other existing guarantee thereof) is subordinated to the prior payment of the Finance Obligations, such guarantee must be subordinated at least to the same extent as the amount so guaranteed (or any other existing guarantee thereof). For certainty, reserves for deferred taxes or general contingencies, current trade payables which are payable on customary or usual trade terms, current expenses (other than interest expense) accrued in the ordinary course of business and current payments under operating leases, for any current fiscal period, and customer advance payments and deposits received in the ordinary course of conducting the Group’s Business, are not Indebtedness. Wherever in this Agreement the amount of any Indebtedness is required to be determined or measured, the amount of any Indebtedness referred to in any of sub-Clauses (D) and (E) of Clause (vii) above shall be equal to the amount obtained by aggregating the present values of each amount payable under or otherwise in respect thereof at the discount rate which would be applied under Adjusted IFRS if such Indebtedness were a capital lease.

“**Ineligible Participant**” is used as defined in Subsection 16.12.3.

“**Initial Borrowers**” means Mattr, Mattr Canada Holdings Ltd. and Mattr US Inc.

“**Insolvency Event**” in relation to any Firm means that such Firm does not pay or perform its obligations generally as they become due or admits its inability to pay or perform its debts generally, that such person commits an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada), any Insolvency Proceeding is instituted by or against that Firm (excluding any Insolvency Proceeding being contested by that Firm in good faith by appropriate proceedings so long as enforcement remains stayed, none of the relief sought is granted (either on an interim or permanent basis) and such Insolvency Proceeding is dismissed within 30 days of its commencement), or that Firm takes corporate, partnership or other internal management action to authorize or consent to any of the actions set forth above in this definition or the relief sought thereby.

“**Insolvency Law**” means the *Bankruptcy and Insolvency Act* (Canada), Title 11 of the *United States Code*, 11 U.S.C. §§ 101 et seq., the *Companies’ Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), any provision of any statute governing the existence of any Firm permitting that Firm to propose a reorganization or an arrangement involving a compromise of claims of any class of its creditors or any other like, equivalent or analogous legislation of any jurisdiction.

“**Insolvency Proceeding**” in relation to any Firm means any proceeding contemplated by any application, petition, assignment, filing of notice or other means, whether voluntary or involuntary, under any Insolvency Law seeking any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, administration or other like or similar relief in respect of any or all of the obligations of such Firm, seeking the winding up, liquidation or dissolution of such Firm or all or any part of its property, seeking any Order, declaring, finding

or adjudging such Firm insolvent or bankrupt, seeking the appointment (provisional, interim or permanent) of any receiver or resulting, by operation of law, in the bankruptcy of such Firm.

“Intangibles” of any person at any time means the consolidated total intangible assets of that person as would be classified as part of the total assets of that person on a consolidated balance sheet of that person prepared at such time in accordance with IFRS and is shown thereon. For the purpose of this definition, “intangible assets” has the meaning attributed to it in accordance with IFRS and includes goodwill, Intellectual Property Rights, organizational expenses, licence, franchise, share issuance and like expenses and non-compete agreements.

“Intellectual Property Rights” means all trade secrets, confidential information and know-how, Software, patents, trademarks, patent or trademark rights, registrations and applications, designs, logos, indicia, trade names, corporate names, company names, domain names, universal business locaters (URL’s), business names, trade styles, business identifiers, fictitious business names or characters, data, customer lists, copyrights, copyright applications, integrated circuit topography rights, registrations and applications, semi-conductor chip rights, design rights, registrations and applications, design patents and other industrial designs, goodwill, letters patent and other industrial or intellectual property of whatever kind in which any Group Member now or hereafter has rights, and any item or part thereof, and each and every such right.

“Intercompany Debt Subordination Agreement” means the intercompany debt subordination agreement dated October 28, 2020 made by Mattr and the other Guarantors in favour of the Canadian Agent.

“Intercompany Debt Subordination Agreement Joinder” means a supplement to the Intercompany Debt Subordination Agreement duly completed and signed by an applicable Subsidiary of Mattr in form and substance satisfactory to the Canadian Agent delivered to the Canadian Agent.

“Interest Coverage Ratio” for any period means the ratio for that period of (i) EBITDA of Mattr divided by (ii) Interest Expense.

“Interest Expense” for any period means the total consolidated interest expense of Mattr and its Subsidiaries for that period determined in accordance with Adjusted IFRS, including capitalized interest, dividends on Preferred Shares and all but the principal component of rentals in respect of capital leases, adjusted (to the extent applicable) in accordance with the net payments made (or received) by each Group Member pursuant to Permitted Derivatives, but excluding interest paid on obligations that do not constitute Indebtedness such as interest or late payment charges for utilities and Taxes.

“Interest Payment Date” means (i) with respect to each Floating Rate Loan, or any amount on which interest is payable with reference to a Floating Rate, and any period of time elapsed in any calendar month, (A) the first (1st) Local Banking Day of the immediately following calendar month if interest is to be paid under a Revolving Facility or (B) the twenty-first (21st) day of the calendar month (or the next Local Banking Day if such day is not a Local Banking Day) if interest is to be paid under a Swing Line, (ii) with respect to each SOFR Loan, or any amount on which interest is payable with reference to SOFR, the last day of each Interest

Period applicable to it, (iii) with respect to each Term CORRA Loan, or any amount on which interest is payable with reference to Term CORRA, the last day of each Interest Period applicable to it and (iv) with respect to each Daily Compounded CORRA Loan, or any amount on which interest is payable with reference to Daily Compounded CORRA, the last day of each Interest Period applicable to it.

“Interest Period” means (i) for any SOFR Loan means the period selected by a Borrower in a Borrowing Request and adjusted (if required) in accordance with Subsection 7.1.4(b), (ii) for any Term CORRA Loan means the period selected by a Borrower in a Borrowing Request and adjusted (if required) in accordance with Subsection 7.1.5(b) and (iii) for any Daily Compounded CORRA Loan means an interest period of one month as may be adjusted (if required) in accordance with Subsection 7.1.6(b).

“Internal Revenue Code” means the *Internal Revenue Code of 1986* of the United States of America, as amended, and any regulations or guidance promulgated thereunder.

“Interstate Commerce Act” means the body of law commonly known as the Interstate Commerce Act (49 U.S.C. App. § 1 *et seq.*).

“Investment” means any loan, advance (other than commission, travel and similar advances to officers and employees made in the ordinary course of business), extension of credit (other than accounts receivable on customary or usual trade terms arising in the ordinary course of business) or contribution of capital to any other person or any acquisition of Capital Stock, deposit accounts, certificates of deposit, mutual funds, bonds, notes, debentures or other securities of any other person or any structured notes or Derivatives. Whenever in this Agreement the amount of any Investment is required to be determined or measured, such amount shall be the original principal or capital amount thereof, less all returns of principal or equity thereof, but not interest, dividends or other distributions of income paid thereon, and shall, if made by the transfer or exchange of property other than cash, be deemed to have been made in an original principal or capital amount equal to the fair market value of such property at the time of such Investment, as determined in good faith by Mattr and confirmed by the Auditors.

“Investment Company Act” means the Investment Company Act of 1940 (15 U.S.C. § 80(a)(1), *et seq.*).

“IP Licence” means a licence of a right to use Intellectual Property Rights.

“IRS” means the Internal Revenue Service of the United States of America and any person succeeding to the functions thereof.

“ISP98” means the International Standby Practices – ISP98, ICC Publication No. 590.

“Issuing Bank” in relation to a Standby Instrument means the Lender that issued, was deemed to have issued or is to issue (as the context requires) that Standby Instrument pursuant to this Agreement.

“L/C Indemnity Documentation” is used as defined in Subsection 8.1.2.

“LC/LG Fees” means standby instrument fees payable pursuant to Section 4.5 in respect of Standby Instruments.

“Lender” means a Canadian Lender or US Lender, as the context requires.

“Lender Distress Event” in relation to a Relevant Lender means such Relevant Lender or any Holding Body Corporate of it is subject to a forced liquidation, merger, sale or other forced change of control supported in whole or in part by guarantees or other support (including the nationalization or assumption of ownership or operating control by the Government of the United States, Canada or any other governmental authority) or is otherwise adjudicated as, or determined by any governmental authority having regulatory authority over such Relevant Lender or Holding Body Corporate or their respective assets to be, insolvent or bankrupt.

“Lenders’ Counsel” means (i) in the Province of Ontario, Fasken Martineau DuMoulin LLP, (ii) in the United States of America, Thompson Coburn LLP, (iii) in each other relevant jurisdiction, such local legal counsel as the Relevant Agent may designate as the Lenders’ legal counsel in that jurisdiction, and (viii) in each case, such replacement or additional firm as the Canadian Agent may designate from time to time as the Lenders’ legal counsel.

“Lending Office” of a Relevant Lender means the office of that Relevant Lender which that Relevant Lender notifies to the Relevant Agent from time to time as being the office to and from which notices and payments to and by it are to be made pursuant to this Agreement.

“Letter of Guarantee” means a bank guarantee, including any replacements, renewals and amendments, issued or deemed issued by a Lender pursuant to this Agreement.

“Level” means a level set out in the first column of the table contained in the definition of Applicable Margin corresponding to the range within which the Total Net Debt/EBITDA Ratio as of any Fiscal Quarter end falls.

“Lien” means (i) any right of set-off intended to secure the payment or performance of an obligation, (ii) any interest in property created by way of mortgage, pledge, charge, lien, assignment by way of security, hypothecation, security interest, hire purchase agreement, conditional sale agreement, repurchase agreement, reverse repurchase agreement, deposit arrangement, title retention, capital lease, sale-leaseback transaction or discount, factoring or securitization arrangement on recourse terms, (iii) any statutory deemed trust or lien, (iv) any preference, priority, adverse claim, levy, execution, seizure, attachment, garnishment or other encumbrance which binds property, and (v) any agreement to grant any of the foregoing rights or interests described in Clauses (i) to (iii) of this definition.

“Loan” means a SOFR Loan, a CORRA Loan or Floating Rate Loan, as the context requires.

“Loan Documents” means, collectively, this Agreement, the Bank Guarantee, the Agency Fee Agreement, each Security Document and each other document delivered to or for the benefit of the Senior Lenders pursuant to or otherwise in connection with this Agreement, including, without limitation, the documents set forth in Schedule 16.

“Loan Obligations” means the Indebtedness and other obligations of each Group Member owing to the Senior Lenders incurred under or pursuant to this Agreement or any other Loan Document, and any item or part of any thereof, but excluding Indebtedness arising under the Bank Guarantee to the extent it solely relates to Bi-Lateral Standby Instrument Facility Obligations, Cash Management Obligations or Permitted Derivative Obligations. For certainty, “Loan Obligations” shall include interest accruing subsequent to the commencement of, or which would have accrued but for the commencement of, any Insolvency Proceeding in accordance with and at the rate (including the Default Rate to the extent lawful) specified herein or in another applicable Loan Document, whether or not such interest is an allowable claim in such Insolvency Proceeding.

“Loan Transfer Agreement” means a duly completed and signed loan transfer agreement among a transferring Lender, a Transferee and the Canadian Agent in the form of Schedule 13 (or in such other form to substantially similar effect as the Canadian Agent may accept).

“Local Banking Day” in relation to any Advance or payment to be made means a day, which is not a Saturday or a Sunday or statutory holiday, on which banks are generally open for commercial lending and foreign exchange business in Toronto, Ontario and Calgary, Alberta (if such Advance or payment is denominated in Canadian Dollars) or New York City (if such Advance or payment is denominated in US Dollars).

“Majority Lenders” means at least two (2) Non-Defaulting Lenders that are not Affiliates of one another whose Commitments collectively amount to (i) at least 50.1% of the sum of (A) the Total Commitment *minus* (B) the sum of each Commitment of each Defaulting Lender (if any), if no Enforcement Event has occurred or (ii) at least 50.1% of the sum of (A) the Total Commitment *minus* (B) the sum of each Commitment of each Defaulting Lender (if any), immediately before the time the Enforcement Event occurs if an Enforcement Event has occurred.

“Material Acquisition Quarter” means a Fiscal Quarter in which an Acquisition is completed the total consideration paid for which exceeds USD200,000,000 (including, without duplication, the aggregate total amount of Indebtedness assumed in connection therewith) pursuant to and in accordance with Subsection 13.4.7.

“Material Adverse Change” means any change, effect, event, occurrence or change in condition or state of facts that has, or could reasonably be expected to have, a Material Adverse Effect.

“Material Adverse Effect” means an effect which (i) is materially adverse on the business, operations, financial condition, assets or properties of Mattr and its Subsidiaries taken as a whole, (ii) impairs, in a material adverse way, the ability of the Group, considered as a whole, to perform their respective obligations under the Finance Documents, (iii) prejudices, restricts or renders unenforceable or ineffective, in a material adverse way, any of the legal rights intended or purported to be granted under or pursuant to any Finance Document to or for the benefit of the Finance Parties or (iv) prejudices, restricts or renders unenforceable or ineffective, in any material adverse way, the validity, perfection or priority of the Security, in its entirety or any material portion or item thereof. The final determination as to whether or

not any particular effect is a Material Adverse Effect will be made by the Required Lenders acting in good faith.

“Material Group Member” means each of Mattr, each other Borrower, each other Guarantor and each Material Subsidiary.

“Material IP Licence” means any IP Licence which, if the Group Member which has the rights therein no longer had such rights, the result would be, or could reasonably be expected to have, a Material Adverse Effect.

“Material Intellectual Property Rights” means any item of Intellectual Property Rights which, if the Group Member which has the rights therein no longer had such rights, the result would be, or could reasonably be expected to have, a Material Adverse Effect.

“Material Subsidiary” means any Subsidiary of Mattr that carries on an active business and (i) whose active business activities directly contributed at least [percentage redacted] ([percentage redacted]) of EBITDA of Mattr to the computation of EBITDA of Mattr for any Test Period or (ii) whose assets as at the end of any Test Period, excluding Investments in Affiliates of it, represent at least [percentage redacted] ([percentage redacted]) of Net Assets.

“Mattr” means Mattr Corp. (formerly known as Shawcor Ltd.), a corporation amalgamated under the federal laws of Canada as at the date hereof.

“Maturity Date” means the date that is the earlier of (a) October 2, 2030 and (b) the date that is six months prior to the Unsecured Note Debt Maturity Date.

“Multiemployer Plan” means any multiemployer plan (as such term is defined in Section 3(37) and Section 4001 (a)(3) of ERISA) which is, or within the immediately preceding six (6) years was, contributed to by a Borrower or any ERISA Affiliate.

“Net Assets” at any time means the consolidated total assets of Mattr and its Subsidiaries, excluding all (y) Investments in Affiliates that are not Guarantors and (z) Intangibles of Mattr; as each such amount is classified or included on a consolidated balance sheet of Mattr prepared as at such time in accordance with Adjusted IFRS.

“Net Income” of a Firm for any period means the consolidated comprehensive income of that Firm and its Subsidiaries determined for such period in accordance with Adjusted IFRS.

“New York Banking Day” means a day, which is not a Saturday or a Sunday or statutory holiday, on which banks generally are open for the conduct of commercial lending and foreign exchange business in New York City.

“New York Prime Rate” on any day means the variable nominal interest rate equal on such day to the percentage rate per annum determined by the US Agent (rounded up to two decimal places) to be the greatest of (i) the Floor, (ii) the rate of interest most recently announced by the US Reference Lender or any designated Affiliate of it at its principal New York City, New York or Chicago, Illinois branch as its prime or base rate (or any equivalent or analogous such rate), (iii) the sum of (A) the yearly rate of interest to which the Federal Funds Effective Rate

is equivalent *plus* (B) one-half of one percent (0.5%) and (iv) the sum of (A) the yearly rate of interest to which Term SOFR for a one-month tenor in effect on such day is equivalent *plus* (B) [percentage redacted]. The New York Prime Rate is not necessarily intended to be the lowest rate of interest charged by the US Reference Lender or its designated Affiliate to its US customers in connection with extensions of credit made by it in its capacity as a lender. If the US Agent shall have determined (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate or Term SOFR, as the case may be, for any reason, including the inability or failure of the US Agent to obtain sufficient quotations in accordance with the terms of the respective definitions thereof, the New York Prime Rate shall be determined without regard to Clause (iii) or (iv), as applicable, of the preceding sentence until the circumstances giving rise to such inability no longer exist.

“New York Prime Rate Loan” means an Advance made under a US Facility by way of loan in US Dollars on which the interest rate shall be calculated and payable in accordance with the applicable provisions of this Agreement with reference to the New York Prime Rate.

“NPL” means the National Priorities List promulgated pursuant to CERCLA.

“Non-Defaulting Lender” in relation to any Relevant Revolving Facility means a Relevant Lender that is not a Defaulting Lender relative to that Relevant Revolving Facility.

“Non-Standard Interest Period” means, with respect to a Term CORRA Loan, an Interest Period which is for a term other than one month or three months.

“Note” means any promissory note issued at the request of a Lender pursuant to Subsection 16.7.2 substantially in the form of Schedule 11.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB Rate” for any day means the greater of (i) the Federal Funds Effective Rate in effect on such day and (ii) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if neither of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day to the Relevant Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Obligor” means a Borrower or Guarantor, as the context requires.

“OFAC” means the United States Department of Treasury Office of Foreign Assets Control or any other governmental regulatory authority that assumes or replaces its industry function.

“Order” means any judgment, award, order or directive, direction or request (the compliance with which directive, direction or request is generally regarded as mandatory by the person to whom it applies) of any governmental authority, court, arbitrator or other decision-making authority of competent jurisdiction.

“Other Connection Taxes” with respect to a Finance Party means Taxes imposed as a result of a present or former connection between that Finance Party and the jurisdiction imposing such Tax (other than a connection arising from the Finance Party having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Secured Document, or sold or assigned an interest in any Advance or Secured Document).

“Other Secured Debt” means Indebtedness which is secured by any assets of any Group Member, other than Finance Obligations and Indebtedness secured by Liens described in paragraphs (s) and (u) of the definition of “Permitted Liens”.

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing, property or excise or similar Taxes that arise from any payment made hereunder or from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a Lien under or otherwise with respect to, this Agreement or any other Secured Document, except any Other Connection Taxes.

“Outstanding Amount” when used in relation to any outstanding Advance at any time means (i) the Equivalent Amount in US Dollars of its outstanding principal balance if it is a Canadian Prime Rate Loan or a CORRA Loan, (ii) the Equivalent Amount in US Dollars of its Standby Instrument Exposure if it is a Standby Instrument denominated in Canadian Dollars or foreign currency other than US Dollars, (iii) its outstanding principal balance if it is a SOFR Loan, New York Prime Rate Loan or US Base Rate Loan and (iv) its Standby Instrument Exposure, if it is a Standby Instrument denominated in U.S. Dollars, and when used in relation to a Lender’s share in any outstanding Advance at any time it means such Lender’s Rateable Share of the Outstanding Amount of such Advance.

“Overnight Bank Funding Rate” for any day means the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

“Parallel Liability” means a Guarantor’s undertaking pursuant to Section 10.4.

“Participant” is used as defined in Section 16.12.

“PBGC” means the Pension Benefit Guaranty Corporation or any successor entity to all or any of its functions under ERISA.

“Pension Plan” means (i) a “pension plan” or “plan” which is subject to the funding requirements of the *Pension Benefits Act* (Ontario) or applicable pension benefits legislation in any other Canadian jurisdiction and is applicable to employees resident in Canada of any Group Member, (ii) an “employee pension benefit plan”, as such term is defined in Section 3(2) of ERISA, which is subject to Title IV of ERISA (other than a Multiemployer Plan) and to which any Group Member may reasonably be expected to have liability, including any liability by reason of having been a substantial employer within the meaning of

Section 4063 of ERISA at any time during the preceding five years, or by reason of being deemed to be a contributing sponsor under Section 4069 of ERISA, or (iii) any other funded pension plan, pension benefit plan or similar arrangement applicable to employees of any Group Member and in respect of which any Group Member is obligated to fund under any Applicable Law (excluding any such plan or plans that are funded solely from the general assets of any Group Member(s) or any member(s) of the Controlled Group).

“Performance Guarantee” means a Standby Letter of Credit or Letter of Guarantee that is allocated a 50% risk-based capital ratio under the risk-based capital adequacy framework applicable to the Relevant Swing Line Lender or Relevant Lenders (as applicable) in effect as of the date hereof.

“Period End Date” means, with respect to a SOFR Loan or a CORRA Loan, the last day of the Interest Period applicable to such Loan.

“Permitted Derivative” means (i) a Derivative which is entered into by a Group Member to protect that Group Member against fluctuations in interest rates or currency exchange rates relating to the Indebtedness of a Group Member, (ii) a spot or forward foreign exchange contract entered into to pay or hedge the actual or anticipated capital expenditures or receipts or operating revenues or expenses of a Group Member denominated in foreign currency, (iii) Derivatives entered into by Mattr to hedge its common share price exposure and (iv) Derivatives entered into by a Group Member to hedge its commodity price exposure.

“Permitted Derivative Obligations” means (without duplication) the Indebtedness and other obligations of each Group Member owing to the Finance Parties incurred under, pursuant to or other in respect of Permitted Derivatives, including any guarantee thereof, and any item or part of any thereof, but excluding Excluded Swap Obligations. For certainty, “Permitted Derivative Obligations” shall include interest accruing subsequent to the commencement of, or which would have accrued but for the commencement of, any Insolvency Proceeding, in accordance with and at the rate (including any applicable default rate to the extent lawful) specified herein or in another applicable Finance Document, whether or not such interest is an allowable claim in such Insolvency Proceeding.

“Permitted Liens” means:

- (a) Liens in respect of Statutory Prior Claims, but only if the obligations secured by such Liens are not overdue;
- (b) Liens for assessments or governmental charges or levies not at the time overdue or, if overdue, the validity or amount of which is being contested in good faith by appropriate proceedings and in respect of which adequate reserves in accordance with IFRS have been recorded on the consolidated balance sheet of Mattr and its Subsidiaries;
- (c) construction, mechanics, carriers, warehousemen’s, storage, repairers and materialmen’s Liens, but only if the obligations secured by such Liens are not overdue and no Lien has been registered against any assets of any Material Group Member or if a Lien has been registered, same is being

vigorously defended in good faith by appropriate proceedings and appropriate security has been posted;

- (d) easements, encroachments, rights of way, servitudes, restrictive covenants or other similar rights in land granted to or reserved by other persons, rights of way for sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real properties, which easements, encroachments, rights of way, servitudes, restrictive covenants, other similar rights and restrictions do not, in the aggregate, impair the conduct of the business of any Material Group Member in any material respect;
- (e) the right (so long as it is not exercised against any Material Group Member or its assets) reserved to or vested in any governmental authority by the terms of any lease, licence, franchise, grant or permit acquired by any Group Member or by any statutory provision, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other periodic payments as a condition of the continuance thereof or to distrain or obtain a charge on any asset of any Group Member in the event of a failure to make such annual or periodic payments or to comply with the terms thereof;
- (f) any rights of expropriation, access or user or other similar such rights conferred or vested on public authorities by or under statutes of Canada, the United States of America or any other foreign jurisdiction, or any political subdivision of any thereof; provided they are not exercised against any Material Group Member or its assets, or if exercised, do not result in a Material Adverse Effect;
- (g) the reservations, limitations, provisos and conditions, if any, expressed in any original grants from the Crown;
- (h) defects or irregularities in title which are of a minor nature and which do not, and are not reasonably likely to, in the aggregate materially impair the value or the use of any assets affected thereby for the purposes for which it is held by any Group Member or which the Required Lenders are willing to accept as not being materially and adversely prejudicial to the interests of the Finance Parties or which the Required Lenders shall have otherwise consented to in writing;
- (i) all applicable governmental orders, laws, bylaws and regulations which have been complied with in all respects or any contraventions of which do not, and could not reasonably be expected to, adversely affect the use or intended use of any assets of any Material Group Member;
- (j) Liens arising from court or arbitral proceedings; provided that the claims secured thereby are being contested in good faith by the relevant Group Member, execution thereon has been stayed and continues to be stayed and such Liens do not, in the aggregate, detract from the value of any asset of

any Material Group Member or impair the use thereof in the conduct of business of any Material Group Member;

- (k) Bonding Arrangements made in the ordinary course of business to secure the performance of bids, tenders, contracts (other than contracts of Indebtedness), leases, customs duties and other similar obligations;
- (l) deposits of cash securities in connection with any appeal, review or contestation of any security or Lien, or any matter giving rise to any security or Lien, described in paragraph (j) above;
- (m) Liens arising by virtue of any statutory or common law provision or any account or other agreement, in each case, relating to banker's liens, rights of set-off 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 creditor depository institution (collectively, "**Banker's Liens**"); provided that such Banker's Liens do not relate to any deposit account that (A) is a dedicated cash collateral account which is subject to restrictions against access by the depositor or account holder or (B) is intended by the depositor or account holder to provide collateral to the depository institution;
- (n) the reversionary interests of landlords under operating leases of real property (that are not capital leases and do not create Indebtedness) with a Group Member as tenant, including, for greater certainty, the operating lease under the Rexdale Sale and Leaseback Transaction;
- (o) the tenancy rights of tenants under operating leases of real property (that are not capital leases and do not create Indebtedness) with a Group Member as landlord;
- (p) the interests (including Liens in the property leased and any insurance related thereto) of lessors under operating leases of property (which are not capital leases and do not create Indebtedness of a Group Member);
- (q) Liens by way of purchase-money security interest or capital lease over specific items of property (as opposed to Liens over all or any substantial part of the undertaking, property and assets of a Group Member), excluding the Capital Stock of any Group Member, in favour of Unrelated Parties securing Indebtedness incurred to acquire such items of property; provided that the aggregate amount of all such Indebtedness outstanding at any time for the entire Group shall not exceed seven and a half percent (7.5%) of Net Assets (or the Equivalent Amount in other currency);
- (r) Liens securing Other Secured Debt; provided the aggregate outstanding amount of all such Other Secured Debt, together with the aggregate outstanding amount of all Bi-Lateral Standby Instrument Facility

Obligations, does not exceed USD100,000,000 (or the Equivalent Amount in other currency) at any time for the entire Group;

- (s) Liens over assets of a person acquired referred to in Subsection 13.4.7(b)(iii) for a period of up to sixty (60) days from the day it is acquired by a Group Member or such longer period as the Relevant Agent may permit;
- (t) the Security; and
- (u) such other Liens securing such obligations as may be approved by the Required Lenders from time to time.

“Permitted Securitization Documents” means all documents and agreements evidencing, relating to or otherwise governing a Permitted Securitization Financing.

“Permitted Securitization Financing” means one or more transactions pursuant to which (i) Securitization Assets or interests therein are sold or transferred to or financed by one or more Special Purpose Securitization Subsidiaries, and (ii) such Special Purpose Securitization Subsidiaries finance (or refinance) their acquisition of such Securitization Assets or interests therein, or the financing thereof, by selling or borrowing against Securitization Assets (including conduit and warehouse financings) and any Derivatives entered into in connection with such Securitization Assets; provided, that recourse to Mattr or any Subsidiary of Mattr (other than the Special Purpose Securitization Subsidiaries) in connection with such transactions shall be limited to the extent customary (as determined by Mattr in good faith) for similar transactions in the applicable jurisdictions (including, to the extent applicable, in a manner consistent with the delivery of a “true sale”/“absolute transfer” opinion with respect to any transfer by Mattr or any Subsidiary of Mattr (other than a Special Purpose Securitization Subsidiary)).

“Plan” means an employee pension benefit plan (other than a Multiemployer Plan) which is covered by Title IV of ERISA or subject to the minimum funding standards under Section 412 of the Internal Revenue Code as to which any Borrower or any member of the Controlled Group may have any liability.

“PPSA” means the *Personal Property Security Act* (Ontario); provided that, if the validity, the perfection or the effect of perfection or non-perfection or the priority or enforcement of any security interest in any Collateral is governed by a Personal Property Security Act as in effect in a Canadian jurisdiction other than Ontario or by the Civil Code of Québec, “PPSA” means the Personal Property Security Act as in effect from time to time in such other jurisdiction or the Civil Code of Québec, as applicable, for purposes of the provisions hereof relating to such validity, perfection, effect of perfection or non-perfection or priority or enforcement.

“Preferred Shares” means Capital Stock of a specified Firm that may be redeemed by that Firm or that are retractable at the option of the holder.

“Pro Forma Liquidity” at any time means the sum at that time of (i) all unrestricted cash and Cash Equivalents (or Equivalent Amount in US Dollars) held by all Borrowers and Guarantors

in bank accounts with Finance Parties or affiliates of Finance Parties or in which a Relevant Agent has a first (1st) priority (subject to Permitted Liens) perfected security interest (or equivalent interest under local applicable law) pursuant to the Security plus (ii) the lesser of (A) the sum of all unrestricted cash and Cash Equivalents held by all Borrowers and Guarantors with deposit taking institutions that are not Finance Parties or affiliates of Finance Parties in which a Relevant Agent does not have a first (1st) priority (subject to Permitted Liens) perfected security interest (or equivalent interest under local applicable law) pursuant to the Security and (B) CAD30,000,000 (or Equivalent Amount in foreign currency) plus (iii) the amount (if any) by which (A) the Total Commitment exceeds (B) the aggregate Outstanding Amount of all Advances outstanding at that time.

“Purchasing Lender” is used as defined in Subsection 15.24.1.

“Purchaser” is used as defined in Subsection 15.24.3.

“Rateable Share” of any Lender means (i) in relation to any outstanding Advance or any interest thereon or Fees payable in relation thereto, the proportion borne by such Lender’s share of the Advance to the full amount of such Advance, (ii) in relation to the Canadian Revolving Facility, any Borrowing to be made thereunder or any Fees payable in relation thereto, the proportion borne by such Lender’s Canadian Revolving Commitment to the Total Canadian Revolving Commitment, (iii) in relation to the US Revolving Facility, any Borrowing to be made thereunder or any Fees payable in relation thereto, the proportion borne by such Lender’s US Revolving Commitment to the Total US Revolving Commitment and (iv) in relation to any other matter, the proportion borne by (A) the sum of (1) such Lender’s Canadian Revolving Commitment plus (2) such Lender’s US Revolving Commitment plus (3) such Lender’s Canadian Swing Line Commitment plus (4) such Lender’s US Swing Line Commitment divided by (B) the Total Commitment.

“Receivables Assets” shall mean accounts receivable (including any bills of exchange) and related assets and property from time to time originated, acquired or otherwise owned by Matr or any Subsidiary of Matr.

“Reference Lender” means the Canadian Reference Lender or US Reference Lender, as the context requires.

“Registration” means any notice to or filing, recording or registration with any governmental authority having jurisdiction with respect to any specified person, transaction or event, or any of such person’s Business Affairs.

“Regulation D” means Regulation D of the USFRB as from time to time in effect and any successor thereto or other regulation or official interpretation of said Board of Governors relating to reserve requirements applicable to member banks of the US Federal Reserve System.

“Regulation T” means Regulation T of the USFRB as from time to time in effect relating to customer cash accounts and the extension of credit by broker/dealers to customers to purchase and carry securities.

“Regulation U” means Regulation U of the USFRB as from time to time in effect and any successor or other regulation or official interpretation of said Board of Governors relating to the extension of credit by banks for the purpose of purchasing or carrying margin stocks.

“Regulation X” means Regulation X of the USFRB as from time to time in effect and any successor thereto or other regulation or official interpretation of said Board of Governors relating to the extension of credit for the purpose of purchasing or carrying margin stocks.

“Relevant” when used in relation to any Borrowing, Borrower, Agent, Lender, Finance Party, Credit Facility, Issuing Bank, Revolving Commitment, Revolving Facility, Swing Line, Swing Line Commitment, Swing Line Lender or Total Commitment means the applicable one of them, as the context requires.

“Relevant Agent’s Accounts” means the Canadian Agent’s Accounts or US Agent’s Accounts, as the context requires.

“Relevant Borrower’s Account” means (i) in relation to any Canadian Borrower, the joint Canadian Dollar or, as the case may be, US Dollar current account of all Canadian Borrowers and (ii) in relation to any US Borrower, the US Dollar current account of that US Borrower or (as the case may be) the joint US Dollar current account of all US Borrowers; in each case maintained by the Relevant Borrowers with the Relevant Swing Line Lender.

“Relevant Canadian Governmental Body” means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

“Repayment Notice” means a duly completed and signed notice from a Relevant Borrower in the form of or to substantially the same effect as Schedule 6 signed by the Relevant Borrower and delivered to the Relevant Agent pursuant to Section 8.6.

“Reportable Event” means (i) a reportable event as defined in Section 4043 of ERISA and the regulations issued under such section, excluding, however, such events as to which the PBGC has by regulation waived the requirement of Section 4043(a) of ERISA that it be notified within 30 days of the occurrence of such event, *provided, however*, that a failure to meet the minimum funding standard of Section 412 of the Internal Revenue Code and of Section 302 of ERISA shall be a Reportable Event regardless of the issuance of any such waiver of the notice requirement in accordance with either Section 4043(a) of ERISA or Section 412(c) of the Internal Revenue Code or (ii) an event equivalent or analogous to any event referred to in Clause (i) occurs in relation to any Pension Plan to which ERISA does not apply.

“Required Advance Amount” is used as defined in Subsection 15.22.1.

“Required Lenders” means the Majority Lenders, except for those matters specified in Subsections 15.20.2, 15.20.3 and 15.20.4 in which case it means those Senior Lenders stipulated in those Subsections.

“Revolving Commitment” means a Canadian Revolving Commitment or US Revolving Commitment, as the context requires.

“Revolving Facility” means the Canadian Revolving Facility or US Revolving Facility, as the context requires.

“Rexdale Property” means the real property municipally known as 25 Bethridge Road, Toronto, Ontario, M9W 1M6.

“Rexdale Sale and Leaseback Transaction” means the sale and leaseback transaction in respect of the Rexdale Property between Mattr and Prologis LP (or any of its Affiliates).

“Rollover” means (i) the continuation on the Period End Date of an outstanding SOFR Loan (or a portion thereof) for another Interest Period or (ii) the continuation on the Period End Date of an outstanding CORRA Loan (or a portion thereof) for another Interest Period.

“Rollover Date” means a Local Banking Day on which a Rollover of all or a portion of a SOFR Loan or of a CORRA Loan takes place.

“Sales Taxes” means sales, transfer, turnover or value added taxes of any nature or kind, including Canadian goods and services and harmonized sales taxes and federal, state and provincial sales and excise taxes.

“Sanctioned Country” at any time means a country, region or territory that is the subject or target of comprehensive Sanctions broadly prohibiting dealings with or in such country, region or territory.

“Sanctions” means Canadian Economic Sanctions and Export Control Laws and any other applicable domestic or foreign economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority.

“Sanctions Authority” means (i) the U.S. government, including OFAC and the U.S. Department of State, (ii) the Government of Canada or (iii) any other relevant national or supra-national sanctions authority.

“Secured Documents” at any time means the Loan Documents, the Bi-Lateral Standby Instrument Facility Agreements, the Cash Management Agreements and the Permitted Derivatives in effect at that time.

“Secured Group Member” at any time means a Borrower or a Subsidiary of Mattr that has granted the Bank Guarantee and Security in favour of the Senior Lenders contemplated by such Bank Guarantee and Article 10, as the context requires.

“Secured Leverage Ratio” for any period means the ratio of:

(a) the amount equal to:

(i) the Total Net Debt at the end of that period

minus

- (ii) the Total EDC Insured Standby Instrument Amount (if any) included in Total Net Debt referred to in Clause (i) above at the end of that period

minus

- (iii) the lesser at the end of that period of

(A) the sum of

- (I) the aggregate Outstanding Amount of the Standby Instrument Exposure under all outstanding Performance Guarantees (other than EDC Insured Standby Instrument Amount (if any)) included in Total Net Debt referred to in Clause (i) above plus
- (II) the maximum amount (or Equivalent Amount in US Dollars) available to be drawn upon under all bank guarantees and standby letters of credit issued and outstanding included in Total Net Debt referred to in Clause (i) above comprised of (x) Other Secured Debt permitted by paragraph (r) of the definition of “Permitted Liens”, or (y) bank guarantees and standby letters of credit issued under the Bi-Lateral Standby Instrument Facility Agreements, in each case, which are allocated a 50% risk-based capital ratio under the risk-based capital adequacy framework applicable to the issuer thereof in effect as of the date hereof (other than EDC Insured Standby Instrument Amount (if any)), in each case, determined as at the end of that period

and

(B) USD100,000,000

minus

- (iv) the total sum of all consolidated unsecured Indebtedness of Mattr included in Total Net Debt referred to in Clause (i) above at the end of that period

divided by

- (b) EBITDA of Mattr for that period.

“**Securitization Assets**” means any of the following assets (or interests therein) from time to time originated, acquired or otherwise owned by Mattr or any Subsidiary of Mattr or in which Mattr or any Subsidiary of Mattr has any rights, in each case, without regard to where such

assets are located: (i) Receivables Assets, (ii) any Capital Stock of any Special Purpose Securitization Subsidiary or any Subsidiary of a Special Purpose Securitization Subsidiary and any rights under any Constitutional Documents of any such entity and (ii) other assets (or proceeds of such assets) to the extent customarily included in securitization transactions of the relevant type in the applicable jurisdictions (as determined by Matttr in good faith).

“Security” at any time means the Liens created (or intended by their express or implied terms to be created) by any of the Security Documents.

“Security Documents” at any time means the agreements delivered or required to be delivered (as the case may be) pursuant to this Agreement to or for the benefit of the Finance Parties at or before such time to secure or guarantee, directly or indirectly, the payment or performance of any of the Finance Obligations.

“Seller” is used as defined in Subsection 15.24.3.

“Selling Finance Party” is used as defined in Subsection 15.24.3.

“Selling Lender” is used as defined in Subsection 15.24.1.

“Senior Lenders” means the Agents and the Lenders, or (as the context so admits) each and any of them.

“Senior Officer” of a Firm means the Chairman of the Board, the President, the Chief Executive Officer, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, a Senior Vice President, a Vice President, the Secretary or the Controller of that Firm, or any other representative of that Firm (including a representative of another person that is managing the business of that Firm) who performs the function normally expected of an individual holding any of the aforesaid offices.

“Single Employer Plan” means a Plan maintained by any Group Member or any member of the Controlled Group for employees of any Group Member or any member of the Controlled Group, other than a Multiemployer Plan or a Plan described in Section 4064 of ERISA.

“Software” means all computer programs and databases owned by or licenced to a Group Member in whatever form and on whatever medium those programs or databases might be expressed, fixed, embodied or stored from time to time, including the object code and source code versions thereof and all corrections, updates, enhancements, translations, modifications, derivations and new versions thereof together with both the media upon or in which such software and databases are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto.

“SOFR Loan” means an Advance made by way of loan in United States Dollars under a Revolving Facility upon which interest shall be calculated in accordance with the applicable provisions of this Agreement with reference to SOFR, other than pursuant to Clause (iv) of the definition of “New York Prime Rate”.

“Solvent” at any time when used with respect to a Firm means:

- (a) if that Firm is formed under the federal laws of Canada or the laws of any Province or Territory thereof, that at such time (i) that Firm is not for any reason unable to meet its obligations as they generally become due, (ii) such person has not ceased paying its current obligations in the ordinary course of business as they generally become due and (iii) the aggregate property of that Firm is, at a fair valuation, sufficient, or, if disposed of at a fairly conducted sale under legal process, would be sufficient, to enable payment of all its obligations, due and accruing due; and
- (b) if that Firm is not formed under the federal laws of Canada or the laws of any Province or Territory thereof, that at such time (i) the fair saleable value of the assets of that Firm is in excess of the total amount of the present value of its liabilities (including for purposes of this definition all liabilities (including loss reserves), whether or not reflected on a balance sheet of that Firm prepared in accordance with Adjusted IFRS and whether direct or indirect, fixed or contingent, secured or unsecured, disputed or undisputed), (ii) that Firm is able to pay its debts or obligations in the ordinary course as they mature and (iii) in relation to any Firm incorporated or formed under the laws of any jurisdiction that imposes limitations on the legality, validity, binding effect or enforceability of any guarantee by reason of a Firm’s unreasonably small capital (or equivalent or like criteria), that Firm does not have unreasonably small capital (or equivalent or like criteria) to carry out its business as conducted and as proposed to be conducted. For the purposes of this paragraph (b), (1) “debt” means liability on a “claim” and (2) “claim” means any (x) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured or (y) right to an equitable remedy or breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured or unmatured, disputed, undisputed, secured or unsecured. Notwithstanding the foregoing, the amount of the Bank Guarantee issued by a Guarantor shall be disregarded for the purposes of determining whether or not that Guarantor is Solvent for so long as Mattr has no reasonable grounds to believe that an Event of Default has occurred and is continuing or will occur.

“Special Purpose Securitization Subsidiary” means (i) a direct or indirect Subsidiary of Mattr established in connection with a Permitted Securitization Financing for the acquisition of Securitization Assets, and which is organized in a manner (as determined by Mattr in good faith) intended to reduce the likelihood that it would be substantively consolidated with Mattr or any of the Subsidiaries of Mattr (other than Special Purpose Securitization Subsidiaries) in the event Mattr or any Subsidiary of Mattr becomes subject to an Insolvency Proceeding and (ii) any Subsidiary of a Special Purpose Securitization Subsidiary.

“Specified Security Jurisdiction” means each of Canada or any Province or Territory thereof, the United States of America or any State thereof, and any other jurisdiction designated by

Mattr to the Canadian Agent and accepted by the Required Lenders as a “Specified Security Jurisdiction”.

“**Standard Interest Period**” means, with respect to a Term CORRA Loan, an Interest Period which is for a term of one month or three months.

“**Standby Fee**” means the standby fee payable under Subsection 7.3.1 or 7.3.2, as the context requires.

“**Standby Fee Rate**” means the Applicable Margin for the Standby Fee.

“**Standby Instrument**” means a Documentary Credit, Letter of Guarantee or Standby Letter of Credit, as the context requires.

“**Standby Instrument Advance**” means an Advance deemed to be made pursuant to Subsection 4.4.1.

“**Standby Instrument Disbursement**” means any amount paid by an Issuing Bank under or otherwise in respect of any Standby Instrument, including all amounts which the Relevant Borrower is obligated to indemnify that Issuing Bank against pursuant to Subsection 4.2.2.

“**Standby Instrument Exposure**” in relation to any Standby Instrument at any time means the maximum amount remaining available to be drawn upon under that Standby Instrument at that time.

“**Standby Letter of Credit**” means a standby letter of credit, including any replacements, renewals and amendments, issued or deemed issued by a Lender pursuant to this Agreement.

“**Statutory Prior Claims**” means claims for unpaid wages (including claims by employees for unpaid wages and other amounts payable under the *Wage Earner Protection Program Act* (Canada)), vacation pay, worker’s compensation, unemployment insurance premiums, pension plan contributions or wind-up or solvency deficiency, employee or non-resident withholding tax source deductions, realty taxes (including utility charges and business taxes which are collectable like realty taxes), collected and unremitted Sales Taxes, customs duties or similar statutory obligations secured by a Lien on any Group Member’s assets.

“**Subsidiary**” of any person (the “relevant party”) at any time means and includes (i) any Firm that is Controlled by the relevant party or a majority of whose Voting Capital Stock is at that time owned by the relevant party directly or indirectly through Subsidiaries of the relevant party and (ii) any limited or general partnership, association, joint venture or other entity Controlled by the relevant party and in which the relevant party directly or indirectly through Subsidiaries has a majority of the equity or participating interests at the time and (iii) any other Firm (A) the accounts of which are consolidated with those of the relevant party in the relevant party’s consolidated financial statements prepared in accordance with Adjusted IFRS and (B) that is Controlled by the relevant party. A Firm shall be deemed to be a Subsidiary of another person if it is a Subsidiary of a person that is that other’s Subsidiary. Unless otherwise expressly provided, all references herein to a “Subsidiary” shall mean a Subsidiary of Mattr.

“**Swing Line**” means the Canadian Swing Line or US Swing Line, as the context requires.

“**Swing Line Advance**” means a Canadian Swing Line Advance or US Swing Line Advance, as the context requires.

“**Syndication Agent**” means National Bank of Canada.

“**Take-Over Bid**” means a “take-over bid” as defined in the *Securities Act* (Ontario) except that all references to “Ontario” shall be amended to “any jurisdiction in the world”.

“**Taxes**” means all taxes of any kind or nature whatsoever including federal large corporation taxes, provincial capital taxes, realty taxes (including utility charges which are collectible like realty taxes), business taxes, property transfer taxes, Income Taxes, Sales Taxes, customs duties, payroll taxes, levies, stamp taxes, royalties, duties, and all fees, deductions, compulsory loans and withholdings imposed, levied, collected, withheld or assessed as of the date hereof or at any time in the future, by any governmental authority of or within Canada, the United States of America or any other jurisdiction whatsoever having power to tax, together with penalties, fines, additions to tax and interest thereon.

“**Term CORRA**” means, for any calculation with respect to a Term CORRA Loan:

- (a) for any Standard Interest Period, 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 Canadian Benchmark Replacement Date with respect 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; and
- (b) for any Non-Standard Interest Period, the CORRA Interpolated Rate.

“**Term CORRA Adjustment**” means, for any calculation with respect to a Term CORRA Loan, a percentage per annum as set forth below for the applicable Interest Period therefor:

<u>Interest Period</u>	<u>Percentage</u>
One (1) month	[percentage redacted]
Three (3) months	[percentage redacted]

“Term CORRA Administrator” means Candéal Benchmark Administration Services Inc., TSX Inc., or any successor administrator.

“Term CORRA Loan” means an Advance made by way of loan in Canadian Dollars under the Relevant Revolving Facility upon which interest shall be calculated in accordance with the applicable provisions of this Agreement with reference to Adjusted Term CORRA.

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

“Term SOFR” is used as defined in Subsection 7.7.3.

“Term SOFR Reference Rate” is used as defined in Subsection 7.7.3.

“Termination Event” with respect to a Plan means (i) a Reportable Event, (ii) the withdrawal of any Group Member or any other member of the Controlled Group from such Plan during a plan year in which any Group Member or any other member of the Controlled Group was a “substantial employer” as defined in Section 4001(a)(2) of ERISA, (iii) the termination of such Plan, the filing of a notice of intent to terminate such Plan or the treatment of an amendment of such Plan as a termination under Section 4041 of ERISA, (iv) the institution by the PBGC of proceedings to terminate such Plan or (v) any event or condition which might constitute grounds under Section 4042 of ERISA for the termination of, or appointment of a trustee to administer, such Plan.

“Test Period” means a period of four (4) consecutive Fiscal Quarters.

“Threshold Amount” at any time means fifteen percent (15%) of the amount of Net Assets (or the Equivalent Amount in other currency) at that time.

“Total Canadian Revolving Commitment” means the total sum of the Canadian Revolving Commitments of the Canadian Lenders.

“Total Commitment” means the total sum of the Total Canadian Revolving Commitment, Total US Revolving Commitment, Canadian Swing Line Commitment and US Swing Line Commitment.

“Total Debt” means the sum (without duplication) of the total amount of all Indebtedness of each Group Member to any person that is not a Group Member.

“Total EDC Insured Standby Instrument Amount” means the aggregate total amount of all EDC Insured Standby Instrument Amounts.

“Total Exposure” means, with respect to a particular Finance Party at a particular time, the total amount of the Finance Obligations owing to that Finance Party at that time determined by that Finance Party and approved by the Relevant Agent. For this purpose, (i) the amount of the Loan Obligations owing to a Finance Party shall be determined by the Agents, (ii) the amount of Permitted Derivative Obligations shall be determined as the sum of the Derivative Exposures (adding Out-of-the-Money Derivative Exposures and subtracting In-the-Money Derivative Exposures) under all Permitted Derivatives to which that Finance Party is party, (iii) the amount of the Bi-Lateral Standby Instrument Facility Obligations shall be determined

as the amount notified by that Finance Party to the Relevant Agent and (iv) the amount of Cash Management Obligations shall be determined as the amount thereof notified by that Finance Party to the Relevant Agent. For the purposes of this definition only, a Derivative entered into by a Lender or Adhesion Party with a Group Member shall be deemed to be a Permitted Derivative if that Lender or Adhesion Party had no actual knowledge, at the time such Derivative was entered into, that it was prohibited by the terms of this Agreement.

“Total Net Debt” means the sum of (i) Total Debt minus (ii) the sum of (A) the sum of all unrestricted cash and Cash Equivalents (or Equivalent Amount in US Dollars) held by all Borrowers and Guarantors in bank accounts with Finance Parties or affiliates of Finance Parties or in which a Relevant Agent has a first (1st) priority (subject to Permitted Liens) perfected security interest (or equivalent interest under local applicable law) pursuant to the Security plus (B) the lesser of (1) the sum of all unrestricted cash and Cash Equivalents held by all Borrowers and Guarantors with deposit taking institutions that are not Finance Parties or affiliates of Finance Parties in which a Relevant Agent does not have a first (1st) priority (subject to Permitted Liens) perfected security interest (or equivalent interest under local applicable law) pursuant to the Security and (2) CAD30,000,000 (or Equivalent Amount in foreign currency).

“Total Net Debt/EBITDA Ratio” for any period means the ratio of (i) the amount equal to (A) the Total Net Debt at the end of that period minus (B) the Total EDC Insured Standby Instrument Amount at the end of that period divided by (ii) EBITDA of Matttr for that period.

“Total Revolving Commitment” means the Total Canadian Revolving Commitment or Total US Revolving Commitment, as the context requires.

“Total US Revolving Commitment” means the total sum of the US Revolving Commitments of the US Lenders.

“Transferee” is used as defined in Subsection 16.12.4.

“Type” with respect to any Advance means its form as a Canadian Prime Rate Loan, New York Prime Rate Loan, SOFR Loan, US Base Rate Loan or CORRA Loan.

“UCC” means the Uniform Commercial Code of the State of New York; provided that, if the validity, the perfection or the effect of perfection or non-perfection or the priority or enforcement of any security interest in any Collateral is governed by a Uniform Commercial Code as in effect in a United States jurisdiction other than the State of New York. “UCC” means the Uniform Commercial Code as in effect from time to time in such other jurisdiction, for purposes of the provisions hereof relating to such validity, perfection, effect of perfection or non-perfection or priority or enforcement.

“UCP” means the Uniform Customs and Practice for Documentary Credits, ICC Publication No. 500 or 600, as the case may be.

“Unadjusted Canadian Benchmark Replacement” means the applicable Canadian Benchmark Replacement excluding the related Canadian Benchmark Replacement Adjustment.

“Unfunded Liability” means the amount (if any) by which the present value of all vested and unvested accrued benefits under a Pension Plan exceeds the fair market value of assets allocable to such benefits, all determined as of the then most recent actuarial valuation date for such Pension Plan required under Applicable Law using (i) PBGC actuarial assumptions for Single Employer Plan terminations in the case of a Single Employer Plan, (ii) the liability determinable under Section 4064 of ERISA of any Group Member or any member of the Controlled Group in the case of a Plan described in Section 4064 of ERISA and (iii) the assumptions and methodologies applied under generally accepted actuarial principles or Applicable Law in the case of any other Pension Plan.

“United States Dollars”, “US Dollars” and the symbol **“USD”** each means dollars which are the lawful money of the United States of America.

“Unrelated Party” in relation to any person (the “relevant party”) means another person that deals at arm’s length with the relevant party and is not an Affiliate of the relevant party.

“Unrepeated Representations and Warranties” means the representations and warranties contained in Subsections 12.1.7, 12.1.8 to 12.1.14 inclusive, 12.1.20 to 12.1.23 inclusive, 12.1.24(b), 12.1.26, 12.1.27 and 12.1.28.

“Unsecured Noteholders” means holders of Unsecured Notes.

“Unsecured Note” means any note, agreement or other instrument evidencing or creating Unsecured Note Debt.

“Unsecured Note Debt” means unsecured senior (as opposed to subordinated) Indebtedness ranking *pari passu* with all other unsecured senior (as opposed to subordinated) Indebtedness, other than Indebtedness preferred by applicable laws of general application:

- (a) of Mattr which
 - (i) is evidenced by notes issued by Mattr to and held by Unrelated Parties,
 - (ii) is incurred at a time no Default has occurred which is continuing or would occur upon the issuance of such Indebtedness,
 - (iii) when issued, is not scheduled to be repaid, in whole or in part, on or before the date falling six (6) months after the Maturity Date (as it exists on the date of issuance of such Indebtedness),
 - (iv) when incurred, the *pro forma* Total Net Debt/EBITDA Ratio (determined on a *pro forma* basis based upon the Total Net Debt/EBITDA Ratio for the Test Period last ended for which Mattr has provided consolidated financial statements to the Canadian Agent pursuant to Subsection 13.1.1 and assuming such Indebtedness was incurred, and the net proceeds thereof were

received and applied as contemplated by the terms thereof, on the first (1st) day of that Test Period) is less than 5.0:1,

- (v) does not require a mandatory offer to purchase any such Indebtedness or a mandatory prepayment of principal thereof, save
 - (A) to the extent permitted by this Agreement,
 - (B) from the net proceeds of asset sales (including by way of issuance by a Subsidiary of Capital Stock to an Unrelated Party),
 - (C) for acceleration following the occurrence of an event of default,
 - (D) on a change in control or
 - (E) if such purchase or prepayment will be paid
 - (I) by way of conversion to Mattr common shares or
 - (II) from the net proceeds of the issuance by Mattr of (1) Mattr common shares or (2) other Unsecured Note Debt,
- (vi) the representations, warranties, covenants and events of default applicable to it, taken as a whole, are consistent with general market terms applicable to high yield debt issues at the time of issuance and are generally no more restrictive or onerous than those contained in this Agreement (and debt incurrence as opposed to debt maintenance tests and higher pricing shall not be regarded as more onerous) and
- (vii) is not capable of being owned by or secured in favour of (directly or indirectly, beneficially or of record) any Group Member,
- (b) of a Secured Group Member created by means of an unsecured guarantee of Indebtedness of Mattr referred to in paragraph (a) of this definition and
- (c) of a Subsidiary of Mattr that is not a Secured Group Member by means of an unsecured guarantee of Indebtedness of Mattr referred to in paragraph (a) of this definition so long as such Subsidiary is a Guarantor and such guarantee is subordinated to the prior payment in full of the Finance Obligations on terms and conditions acceptable to the Required Lenders in their sole discretion.

For greater certainty, the CAD175,000,000 aggregate principal amount of 7.25% senior Unsecured Notes due 2031 issued by Mattr on April 2, 2024 (the “**Initial 2031 Unsecured Notes**”) and the additional 7.25% senior Unsecured Notes due 2031 with an aggregate

principal amount of \$125,000,000 issued by Mattr as a result of the conversion of subscription receipts issued by Mattr on December 19, 2024 (together with the Initial 2031 Unsecured Notes, the “**2031 Unsecured Notes**”) constitute Unsecured Note Debt.

“**Unsecured Note Debt Maturity Date**” means the maturity date applicable to the 2031 Unsecured Notes.

“**USA Patriot Act**” means the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001), as amended, and any regulations (including the regulations contained in 31 CFR 103.121) or guidelines promulgated thereunder.

“**US Agent**” means The Toronto-Dominion Bank, acting from its principal offices in Toronto, Ontario, in its capacity as administration agent with respect to the US Facilities and certain Finance Documents for its own benefit and the rateable benefit of the other Finance Parties, and not in its individual capacity as a Finance Party, or (as the context requires) any replacement for such administration agent that is appointed pursuant to Subsection 15.17.1.

“**US Agent’s Account**” means the account set forth in Schedule 15 maintained by the US Agent to which payments and transfers to the US Agent under this Agreement are to be made or such other accounts of the US Agent marked to such reference as the US Agent may notify to each of the US Lenders, the other Agents and the US Borrowers from time to time as being the account to which payments and transfers to the US Agent pursuant to this Agreement are to be made.

“**US Base Rate**” on any day means the variable nominal interest rate equal on such day to the percentage rate per annum determined by the Canadian Agent to be the greater of (i) the rate of interest which the Canadian Reference Lender (rounded up to two decimal places) establishes from time to time as the reference rate of interest for determination of the interest rates it will charge for loans made in US Dollars in Canada and which it refers to as its base rate (or any equivalent or analogous such rate) or (ii) the sum of (A) the yearly rate of interest to which the Federal Funds Effective Rate is equivalent *plus* (B) one percent (1%) per annum.

“**US Base Rate Loan**” means an Advance made under a Canadian Facility by way of loan in United States Dollars on which interest shall be calculated and payable in accordance with the applicable provisions of this Agreement with reference to the US Base Rate.

“**US Blocked Person**” means any person (i) listed in the annex to, or is otherwise subject to the provisions of, US Executive Order No. 13224, including the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to US Executive Order No. 13224 or any other list of terrorists or other restricted persons maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable executive orders, (ii) a person determined by the Secretary of the Treasury to be owned 50% or more or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, US Executive Order No. 13224, (iii) a person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law and who is identified to the US Borrower, (iv) a person determined by the Secretary of the Treasury who commits, threatens or conspires to commit or supports “terrorism” as defined in

US Executive Order No. 13224 or (v) a person that is named a “specially designated national” or “blocked person” on the most current list published by OFAC or other similar list.

“**US Borrower**” means (i) Mattr US Inc., existing as at the date hereof as a corporation formed under the laws of the State of Nevada, or (ii) an Additional Borrower that is formed or existing under the laws of the United States of America or any constituent State thereof, as the context requires.

“**US Commodity Exchange Act**” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.).

“**US Executive Order No. 13224**” means that certain United States Executive Order No. 13224 of September 21, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit or Support Terrorism (66 Fed. Reg. 49079 (2001)), effective September 24, 2001.

“**US Facilities**” means the US Revolving Facility and US Swing Line.

“**US Flood Insurance Laws**” means, collectively, (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, (c) the National Flood Insurance Reform Act of 1994, (d) the Flood Insurance Reform Act of 2004 and (e) the Biggert-Waters Flood Insurance Reform Act of 2012, as each of the foregoing is now or hereafter in effect and any successor statute to any of the foregoing.

“**USFRB**” means the Board of Governors of the Federal Reserve System of the United States.

“**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.

“**US Group Member**” means a Group Member formed or existing under the laws of the United States of America or any constituent state thereof.

“**US Lender**” means (i) each Firm listed as a US Lender in the signature pages of this Agreement, (ii) each Firm that accepts a US Revolving Commitment pursuant to a Commitment Modification Request or an Accordion Notice, (iii) the US Swing Line Lender, (iv) each Transferee of each Firm referred to in clauses (i), (ii) and (iii) of this definition relative to its rights and obligations under each US Facility, and (v) any immediate or subsequent Transferee of any such Transferee relative to such rights or obligations.

“**US Reference Lender**” means The Toronto-Dominion Bank (or any Affiliate designated by it) acting in its capacity as a reference bank under this Agreement with respect to the US Facilities or any replacement or additional such reference bank appointed pursuant to Subsection 15.17.2.

“**US Revolving Commitment**” of any US Lender means the maximum portion of the US Revolving Facility which such US Lender has agreed to make available to the US Borrowers as set out opposite its name under “US Revolving Commitment” in Schedule 1

“Commitments”, as such amount may be modified from time to time pursuant to the provisions of this Agreement.

“**US Revolving Facility**” means the credit facility established in favour of each US Borrower under Subsection 2.1.2.

“**US Swing Line**” means the credit facility established in favour of each US Borrower under Subsection 3.3.2.

“**US Swing Line Advance**” means an Advance to a US Borrower made pursuant to the US Swing Line.

“**US Swing Line Commitment**” means the maximum amount of the US Swing Line which the US Swing Line Lender has agreed to make available to the US Borrowers pursuant to the US Swing Line as set out opposite its name under “US Swing Line Commitment” in Schedule 1 “Commitments”, as such amount may be modified from time to time pursuant to the provisions of this Agreement.

“**US Swing Line Lender**” means (i) JPMorgan Chase Bank, N.A. acting in its capacity as a swing line lender under the US Swing Line through its designated lending office located in Chicago, Illinois or New York City, New York, (ii) any Transferee of JPMorgan Chase Bank, N.A. in its capacity as such swing line lender and (iii) any immediate or subsequent Transferee of such Transferee, in each case relative to its rights and obligations as such swing line lender.

“**Voting Capital Stock**” means Capital Stock of a Firm which carries voting rights or the right to Control such Firm under any circumstances; provided that Capital Stock which carries the right to vote or Control conditionally upon the happening of an event shall not be considered Voting Capital Stock until the occurrence of such event and then only during the continuance of such right to vote or Control.

“**Waste**” means ashes, garbage and refuse and includes domestic waste, industrial waste, municipal refuse or such other wastes as are designated as such under any Environmental Law.

“**Wholly-Owned Subsidiary**” of a person (the “relevant party”) means any Subsidiary, all of the outstanding Capital Stock of which, shall at the time be owned (except for director’s qualifying shares) and Controlled, directly or indirectly, by the relevant party or one or more Wholly-Owned Subsidiaries of the relevant party, or by the relevant party and one or more Wholly-Owned Subsidiaries of the relevant party. A person shall be deemed to be a Wholly-Owned Subsidiary of another person if it is a Wholly-Owned Subsidiary of a person that is that other’s Wholly-Owned Subsidiary.

“**ZBA Accounts**” means each bank account maintained by a Secured Group Member at JPMorgan Chase Bank, N.A. from time to time to the extent that all amounts on deposit in each such bank account are transferred to the Concentration Account on a daily basis, such that each such bank account maintains a zero balance at the end of each day.

“\$” means CAD or USD, as the context requires.

1.2 Extended Meanings

To the extent the context so admits, in this Agreement the following words and expressions shall be given the following corresponding extended meanings set forth opposite them:

“**affiliate**” – the meaning attributed thereto under the *Business Corporations Act* (Ontario).

an “**agreement**” – any agreement, oral or written, any simple contract, deed or specialty, and includes any bond, bill of exchange, indenture, instrument or undertaking.

an “**approved credit rating**” - a rating at or above the following rating categories issued by at least two (2) of the following credit rating organizations (or their respective successors) for the category of commercial paper/short term debt (or any replacement such rating category), namely (i) R-1 (low) issued by DBRS Limited, (ii) F1 issued by Fitch Ratings Ltd., (iii) P-1 issued by Moody’s Investors Service Inc. or (iv) A-1 (Low) issued by Standard & Poor’s Financial Services Ltd.

“**arm’s length**” – the meaning attributed thereto under the *Income Tax Act* (Canada), as amended.

an “**asset**” – any undertaking, business, property (real, personal or mixed, tangible or intangible) or other asset.

“**associate**” – the meaning attributed thereto under the *Business Corporations Act* (Ontario).

an “**authorization**” – any authorization, approval, consent, exemption, licence, permit, franchise, quota, privilege or no-action letter from any governmental authority or from any person in connection with any easements or contractual rights.

“**change**” – change, modify, alter, amend, amend and restate, supplement, extend, renew, compromise, novate, replace, terminate (excluding, for clarity, termination in accordance with the express terms of an applicable agreement, but not resulting from any breach, default or other equivalent or analogous cause), release, discharge, cancel, suspend or waive.

“**claim**” – claim, claim over, counter-claim, cross-claim, defence, demand or liability (actual or contingent, now existing or arising hereafter), whether arising by agreement or statute, at law or in equity or otherwise, or any proceeding, judgment or order of any court or other governmental authority or arbitrator.

“**dispose**” – lease, sell, transfer, licence (other than a licence that is not a permanent-user licence and is granted in the ordinary course of business) or otherwise dispose of any property, or the commercial benefits of use or ownership of any property, including the right to profit or gain therefrom, whether in a single transaction or in a series of related transactions (other than the payment of money), including to dispose of any property, business or asset to a Divided Delaware LLC.

a **“document”** – a written agreement, consent, waiver, certificate, notice or other written document or instrument.

“fair market value” – the highest price, expressed in terms of money and moneys worth, available in an open and unrestricted market between informed and prudent parties, each acting at arm’s length, where neither party is under any compulsion to act.

a **“final judgment”** – a judgment, order, declaration or award of a court, other governmental authority, arbitrator or other alternative dispute resolution authority of competent jurisdiction from which no appeal may be made or from which all rights of appeal have expired or been exhausted.

a **“government”** – (i) the Crown in right of Canada or in the right of any Province of Canada, (ii) the government of a Territory in Canada, (iii) a municipality in Canada, (iv) the government of a foreign country or any political subdivision of it or (v) any supra-national authority of nations or a union of nations such as the European Union.

a **“governmental authority”** – any court, administrative tribunal, regulatory authority, commission, government, union of nations or any agency or other authority of a government or union of nations.

“guarantee” – any guarantee, indemnity, letter of comfort or other assurance made in respect of any Indebtedness or any other financial obligation or financial condition of another, including (i) any purchase or repurchase agreement, (ii) any obligation to supply funds or invest in such other, (iii) any keep-well, take-or-pay, through-put or other arrangement having the effect of assuring or holding harmless another against financial loss, or maintaining another’s solvency or financial viability or (iv) any obligation under any credit Derivative; but shall exclude endorsements on notes, bills and cheques presented to financial institutions for collection or deposit in the ordinary course of business. Whenever in this Agreement the amount of any guarantee is required to be determined or measured, such amount shall be an amount equal to the stated or determinable amount of the Indebtedness in respect of which such guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming the guarantor is required to perform thereunder) as determined by the guarantor in good faith or, if the guarantee is expressly limited to a specified amount, such specified amount.

“include” – include without limitation and such term shall not be construed to limit any word or statement which it follows to the specific items or matters immediately following it or similar terms or matters (and the rule of *ejusdem generis* shall not be applicable to limit a general statement that is followed by or referable to an enumeration of specific matters to matters similar to the matters specifically mentioned).

“knowledge” of any person – to the best of that person’s knowledge, information and belief after reasonable enquiry. The knowledge of each Group Member shall be deemed to be attributed to Mattr.

“losses and expenses” – losses, costs, expenses, damages, penalties, awards, Orders, proceedings, claims, claims over, demands and liabilities, including any applicable court costs and legal fees and disbursements on a full indemnity basis.

“obligations” – indebtedness, obligations, promises, covenants, responsibilities, duties and liabilities (actual or contingent, direct or indirect, matured or unmatured, now existing or arising hereafter), whether arising by agreement or statute, at law, in equity or otherwise.

“ordinary course of business” in respect of any transaction involving any person – the ordinary course of such person’s business, as conducted by any such person in accordance with past practice or general industry practice and undertaken by such person in good faith and not for purposes of evading any obligation or restriction contained in any Loan Document.

“paid in full” and **“repaid in full”** in relation to any payment obligation owing to any person (the “payee”) – permanent, indefeasible and irrevocable payment in cash or wire or bank transfer (or other freely available funds transfer as may be expressly provided for in the applicable document creating or evidencing such payment obligation) to the applicable payee in full of such payment obligation in accordance with the express provisions of the applicable document creating or evidencing such payment obligation, without regard to any compromise, reduction or disallowance of all or any item or part thereof by virtue of the application of any Insolvency Law, Fraudulent Conveyances Law or other similar such laws, any law affecting creditors’ rights generally or general principles of equity, and, if applicable, the cancellation or expiry of any commitment of the payee to lend or otherwise extend credit.

“pdf” - portable document format.

a **“person”** – an individual, including an individual in his or her capacity as trustee, executor, administrator or other representative, a sole proprietorship, a partnership, an unincorporated association, an unincorporated syndicate, an unincorporated organization, a trust, including a business trust, a body corporate organized under the laws of any jurisdiction, a government or agency of a government or any other artificial legal or commercial entity.

a **“proceeding”** – any proceeding, legal action, lawsuit, arbitration, mediation, alternative dispute resolution proceeding or other proceeding.

a **“rate of exchange”** – the rate of exchange, including any premiums or costs payable in connection with any currency conversion being effected.

a **“receiver”** – a privately appointed or court appointed receiver or receiver and manager, interim receiver, liquidator, licenced insolvency trustee, administrator, administrative receiver, monitor or any other like or similar official.

a **“representative”** – any person empowered to act for another, including an agent, an officer or other employee of a body corporate or association and a trustee, executor or administrator of an estate.

“rights” – rights, rights to transfer, titles, benefits, interests, powers, authorities, discretions, privileges, immunities and remedies (actual or contingent, direct or indirect, matured or unmatured, now existing or arising hereafter), whether arising by agreement or statute, at law, in equity or otherwise.

“set-off” – any right or obligation of set-off, compensation, offset, combination of accounts, netting, retention, withholding, reduction, abatement, deduction, counter-claim or any similar right or obligation, or (as the context requires) any exercise of any such right or performance of such obligation.

“successor” of a Firm (the “relevant party”) – (i) any amalgamated or other body corporate of which the relevant party or any of its successors is one of the amalgamating or merging body corporates, (ii) any Firm resulting from any court approved arrangement of which the relevant party or any of its successors is party, (iii) any Firm to whom all or substantially all the assets of the relevant party is transferred, (iv) any Firm resulting from the continuance of the relevant party or any successor of it under the laws of another jurisdiction of incorporation, (v) each Firm resulting from a division of any other body corporate and (vi) any successor (determined as aforesaid or in any similar or comparable procedure under the laws of any other jurisdiction) of any Firm referred to in Clause (i), (ii), (iii), (iv) or (v) of this definition. Each reference in this Agreement to any party hereto or any other Firm shall (where the context so admits) include its successors.

“written” and **“in writing”** – an original writing, a writing signed by electronic signature, a pdf or facsimile copy of a writing, an electronic document, an e-mail or an electronic or digital image of any of the foregoing.

1.3 References to Agreements and Documents

Unless the context otherwise requires, each reference in this Agreement to any agreement or document (including this Agreement and any other defined term that is an agreement or document) at any time shall be construed so as to include such agreement or document (including any attached schedules, appendices and exhibits) and each change made to it at or before that time; provided that (y) no change to this Agreement shall be effective unless it is made in compliance with Sections 15.20 and 16.23 and (z) any change to any agreement or document which is not made in compliance with any Loan Document shall be disregarded for the purposes of determining whether or not the Group Member party thereto is in compliance with its obligations relative thereto under such Loan Document (save for any obligations not to change such agreement or document contained in such Loan Document).

1.4 References to Statutes

Unless the context otherwise requires, each reference in this Agreement to any code, statute, regulation, official interpretation, directive or other legislative enactment of Canada, the United States of America or any political subdivision of either thereof or any other foreign jurisdiction (including any political subdivision thereof) at any time shall be construed so as to include such code, statute, regulation, official interpretation, directive or enactment and each change thereto made at or before that time.

1.5 Headings, etc.

The division of this Agreement into Articles, Sections, Subsections and Schedules and the insertion of headings and titles are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms **“this Agreement”**,

“hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section, Subsection, paragraph, subparagraph, Clause, Schedule or other portion of this Agreement.

1.6 Grammatical Variations

In this Agreement, unless the context otherwise requires, (i) words and expressions (including words and expressions (capitalized or not) defined, given extended meanings or incorporated by reference herein) in the singular include the plural and *vice versa* (the necessary changes being made to fit the context), (ii) words in one gender include all genders and (iii) grammatical variations of words and expressions (capitalized or not) which are defined, given extended meanings or incorporated by reference in this Agreement shall be construed in like manner. Where the context so admits, reference in this Agreement to “or” is to be construed both in the conjunctive and the disjunctive.

1.7 Accounting Principles

Wherever in this Agreement reference is made to IFRS, such reference means IFRS from time to time approved by the Chartered Professional Accountants of Canada, or any successor institute, as amended below in this Section 1.7. Where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purposes of this Agreement or any other Loan Document, including the contents of any certificate to be delivered hereunder, such determination, consolidation or computation shall, unless the parties otherwise agree or the context otherwise requires, be made in accordance with IFRS applied on a consistent basis. The parties hereto confirm that the definitions of financial terms and the levels of financial tests set out in this Agreement were based upon IFRS adopted by Mattr and applied in its 2018 Fiscal Year annual audited financial statements (“**Historical IFRS**”). If at any time Mattr changes how it applies IFRS or IFRS changes and such changes are reflected in any subsequently prepared financial statements of Mattr, then Mattr or the Required Lenders may request the other parties hereto to agree upon amendments to the definitions of financial terms or to the levels of financial tests set out in this Agreement if the requesting party reasonably believes that such amendment is required to reflect substantially the same commercial or financial determination, consolidation, computation or financial measure under IFRS, as applied under Historical IFRS. Until such amendments are agreed upon, or the requesting party withdraws such request for amendments, all such financial terms, determinations, consolidations and computations shall be made in accordance with Historical IFRS and Mattr shall provide the Lenders a reconciliation of IFRS, as so changed and applied, to Historical IFRS treatment with every Compliance Certificate provided to the Lenders pursuant hereto.

1.8 References to Time

Each reference in this Agreement to any time of the day shall, unless otherwise stated, be construed as a reference to Toronto time.

1.9 Rounding

Unless otherwise stated, (a) all currency amounts determined pursuant to this Agreement shall be rounded up, if necessary to be expressed in a whole number of cents and (b) all financial ratios required to be determined hereunder shall be truncated after five (5) decimal places without rounding.

1.10 Continuing

A Default (other than an Event of Default) which occurs at any time shall be deemed to be continuing at all times thereafter unless it is expressly waived in writing by the Required Lenders or cured or remedied by a Borrower or Guarantor. An Event of Default which occurs at any time shall be deemed to be continuing at all times thereafter unless it is expressly waived in writing by the Required Lenders, whether or not the default, breach, failure, event, state or condition that gave rise to such Event of Default is remedied at any time after the Event of Default occurs.

1.11 Divisions of Limited Liability Companies

If, in connection with any division or plan of division of a Group Member (the “**Dividing Group Member**”) which is a limited liability company under Delaware law (or any comparable event under a different jurisdiction’s law) any new corporation comes into existence (a “**Divided Delaware LLC**”), (a) such new corporation shall be deemed to have been organized on the first date of its existence by the holders of its Capital Stock at such time, and each Group Member that held Capital Stock in such Dividing Group Member shall be deemed to have made an Investment in the amount of the fair market value of the assets transferred by such Dividing Group Member to such new corporation (less the cash consideration received) in each case on the date of such new corporation’s formation, (b) if such Dividing Group Member was a Secured Group Member, such new corporation shall provide a Bank Guarantee Joinder and Security to the US Agent, together with such supporting documents, including legal opinions, as the US Agent may require, and (c) if Capital Stock of such Dividing Group Member or any Subsidiary of it was pledged to the Bank Finance Parties, cause each holder of such Capital Stock to pledge the Capital Stock in such new corporation or Subsidiary to the US Agent pursuant to the Security Documents, accompanied by certificates representing the Capital Stock in each such new corporation or Subsidiary and stock transfers bearing effective endorsements in blank.

1.12 Interpretation re: Québec Assets and Security

For purposes of any assets, liabilities or entities located in the Province of Québec and for all other purposes pursuant to which the interpretation or construction of this Agreement may be subject to the laws of the Province of Québec or a court or tribunal exercising jurisdiction in the Province of Québec, (a) “personal property” shall include “*movable property*”, (b) “real property” or “real estate” shall include “*immovable property*” (including immovable real rights), (c) “tangible property” shall include “*corporeal property*”, (d) “intangible property” shall include “*incorporeal property*”, (e) “security interest”, “mortgage” and “lien” shall include a “*hypothec*”, “*right of retention*”, “*prior claim*” and a “*resolutive clause*”, (f) all references to filing, perfection, priority, remedies, registering or recording under personal property security legislation shall include “*publication*” under the Civil Code of Québec, (g) all references to “perfection” of or

“perfected” liens or security interest shall include a reference to a lien or security interest “opposable” to or which can be “set-up” as against third parties including any government, (h) any “right of offset”, “right of setoff” or similar expression shall include a “right of compensation”, (i) “goods” shall include “corporeal movable property” other than chattel paper, documents of title, instruments, money and securities, (j) an “agent” shall include a “mandatary”, (k) “construction liens” shall include “legal hypothecs”; (l) “joint and several” shall include “solidary”; (m) “gross negligence or wilful misconduct” shall be deemed to be “intentional or gross fault”; (n) “beneficial ownership” shall include “ownership on behalf of another as mandatary”; (o) “easement” shall include “servitude”; (p) “priority” shall include “prior claim”; (q) “survey” shall include “certificate of location and plan”; (r) “fee simple title” shall include “absolute ownership”; and (s) “accounts” shall include “claims”. The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c’est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement.*

ARTICLE 2 THE REVOLVING FACILITIES

2.1 Grant of Revolving Facilities

2.1.1 Canadian Revolving Facility.

Upon and subject to the terms and conditions of this Agreement, the Canadian Lenders hereby establish a committed non-amortizing revolving operating credit facility in favour of the Canadian Borrowers. Each Canadian Lender severally (and not jointly) agrees to make its share available in each Borrowing to be made under the Canadian Revolving Facility in accordance with its Rateable Share of the Canadian Revolving Facility.

2.1.2 US Revolving Facility

Upon and subject to the terms and conditions of this Agreement, the US Lenders hereby establish a committed non-amortizing revolving operating credit facility in favour of each US Borrower. Each US Lender severally (and not jointly) agrees to make its share available in each Borrowing to be made under the US Revolving Facility in accordance with its Rateable Share of the US Revolving Facility.

2.1.3 Use of Proceeds

Each Relevant Borrower will use each Advance made available to it pursuant to each Relevant Revolving Facility solely for the purposes of financing its day-to-day working capital requirements, repaying existing Indebtedness and for general letter of credit requirements, as well as for other general corporate purposes, including financing Acquisitions permitted under Subsection 13.4.7; provided that, no Borrower will, directly or indirectly, use the proceeds of any Advance to accumulate or maintain cash or Cash Equivalents in deposit or investment accounts

outside of the ordinary course of business (and in either case the Lenders may in their discretion refuse to fund Drawdowns for either such purpose).

2.2 Facility Limit

2.2.1 General

On each Borrowing Date under each Relevant Revolving Facility, the Relevant Borrower shall ensure that the Outstanding Amount of all Advances under the Relevant Revolving Facility does not exceed the Relevant Total Revolving Commitment.

2.2.2 Relevant Total Revolving Commitment

Except for temporary excesses arising from, subject to Subsection 8.4.1, foreign exchange fluctuations, the Relevant Borrowers shall ensure that the aggregate Outstanding Amount of each Relevant Lender's share in all Advances outstanding under each Relevant Revolving Facility shall not exceed its Relevant Revolving Commitment.

2.2.3 Reductions

The Relevant Total Revolving Commitment shall reduce by the amount of each reduction in the Relevant Total Revolving Commitment made pursuant to Sections 8.1, 8.2, 8.5 and 8.11 and accordingly (except for a reduction pursuant to Section 8.5 or 8.11) the Relevant Revolving Commitment of each Relevant Lender shall reduce by the proportion of such reduction which such Relevant Lender's Relevant Revolving Commitment bears to the Relevant Total Revolving Commitment. Each Affected Lender's Relevant Revolving Commitment shall reduce to the extent required pursuant to Section 8.5. The Relevant Revolving Commitment of each Relevant Lender shall reduce to the extent approved by that Relevant Lender pursuant to Subsection 8.11.2.

2.2.4 Increases

The Relevant Revolving Commitment of each Relevant Lender, and accordingly the Relevant Total Revolving Commitment, shall increase to the extent of each such increase therein made pursuant to Section 8.11 or 8.12. The Relevant Total Commitment shall also increase to the extent of the Relevant Revolving Commitments of each new Relevant Lender that becomes party to this Agreement pursuant to Section 8.12.

2.3 Availability

2.3.1 Canadian Revolving Facility

Upon and subject to the terms and conditions of this Agreement, each Canadian Borrower may borrow, repay and reborrow Advances under the Canadian Revolving Facility during the Availability Period on a revolving basis by way of Canadian Prime Rate Loans, SOFR Loans, US Base Rate Loans and CORRA Loans. In addition, each Canadian Borrower may borrow by way of Letters of Guarantee and Standby Letters of Credit, but not Documentary Credits, under the Canadian Revolving Facility in accordance with the provisions of Article 4.

2.3.2 *US Revolving Facility*

Upon and subject to the terms and conditions of this Agreement, each US Borrower may borrow, repay and reborrow Advances denominated in US Dollars under the US Revolving Facility during the Availability Period on a revolving basis by way of SOFR Loans and New York Prime Rate Loans. In addition, each US Borrower may borrow by way of Letters of Guarantee and Standby Letters of Credit, but not Documentary Credits, under the US Revolving Facility in accordance with Article 4.

2.4 **Drawdown Requests**

2.4.1 *Canadian Revolving Facility*

A Canadian Borrower must deliver a Borrowing Request to the Canadian Agent to obtain a Drawdown under the Canadian Revolving Facility at the times and stipulating the information specified below:

- (a) for a Canadian Prime Rate Loan or US Base Rate Loan, before noon (Toronto time):
 - (i) on the Business Day before the requested Drawdown Date, if the principal amount requested is less than or equal to \$25,000,000; or
 - (ii) on the second (2nd) Business Day before the requested Drawdown Date, if the principal amount requested exceeds \$25,000,000,and in each case specifying the requested principal amount (which must be \$2,500,000 or a whole number multiple of \$100,000 in excess thereof) and requested Drawdown Date (which must be a Local Banking Day falling within the Availability Period);
- (b) for a SOFR Loan, before noon (Toronto time) on the third (3rd) U.S. Government Securities Business Day before the commencement of the requested Interest Period for the requested SOFR Loan specifying the requested principal amount (which must be at least USD2,500,000 or a whole number multiple of USD100,000 in excess thereof), the requested Drawdown Date (which must be a U.S. Government Securities Business Day falling within the Availability Period) and the requested Interest Period (which must commence on the requested Drawdown Date and end on or before the Maturity Date);
- (c) for a CORRA Loan, before noon (Toronto time) on the third (3rd) Business Day before the commencement of the requested Interest Period for the requested CORRA Loan specifying the requested principal amount (which must be at least \$2,500,000 or a whole number multiple of \$100,000 in excess thereof), the requested Drawdown Date (which must be a Business Day falling within the Availability Period) and the requested Interest Period (which must commence on the requested Drawdown Date and end on or before the Maturity Date); and

- (d) for the issue of a Letter of Guarantee or a Standby Letter of Credit, in accordance with Article 4.

2.5 US Revolving Facility

A US Borrower must deliver a Borrowing Request to the US Agent (with a copy to the Canadian Agent) to obtain a Drawdown under the US Revolving Facility at the times and stipulating the information specified below:

- (a) for a New York Prime Rate Loan, before noon (New York City time) on the Business Day before the proposed Drawdown Date and specifying the principal amount (which must be USD3,000,000 or a whole number multiple of USD100,000 in excess thereof) and proposed Drawdown Date (which must be a Local Banking Day falling within the Availability Period);
- (b) for a SOFR Loan, before noon (New York City time) on the third (3rd) U.S. Government Securities Business Day before the commencement of the proposed Interest Period specifying the principal amount (which must be USD3,000,000 or a whole number multiple of USD100,000 in excess thereof) and the proposed Interest Period (which must commence within the Availability Period and end on or before the Maturity Date); and
- (c) for a Letter of Guarantee or a Standby Letter of Credit, in accordance with Article 4.

2.6 Proceeds of Drawdown

The proceeds of each Drawdown by way of Loan under a Relevant Revolving Facility, when received by the Relevant Agent, shall, subject to Sections 8.7 and 9.3, be advanced by the Relevant Agent pursuant to Subsection 15.22.1 by bank transfer to the credit of the Relevant Borrower's Account or as otherwise directed by the Relevant Borrower.

2.7 Extension of Maturity Date

- (a) The Borrowers may by notice given to the Canadian Agent, once per annum and no later than sixty (60) days before the then current Maturity Date (the “**Existing Maturity Date**”), request that the Existing Maturity Date be extended for up to four (4) years from the date on which the extension of the Existing Maturity Date pursuant to and in accordance with the terms of this Section 2.7 would take effect (the “**Extension Request**”), provided that the maturity dates of any Unsecured Notes then outstanding is at least 6 months following the new maturity date proposed in such Extension Request. The Canadian Agent will promptly forward any such Extension Request received to the Lenders and request them to accept or reject such Extension Request within thirty (30) days. The Lenders may (in their sole discretion) consent to or reject such extension by notice given to the Canadian Agent within such thirty (30) day period. The failure by a Lender to respond to any such Extension Request shall be deemed to be a rejection of such Extension Request. If the Majority Lenders consent to such extension, and no Default or Event of Default has occurred and is then continuing, then, subject to the conditions

set forth in this Section 2.7, the Existing Maturity Date shall be extended pursuant to and in accordance with the Extension Request for those Lenders who have consented to such extension (the “**Approving Lenders**”).

- (b) Any Lender not consenting to an extension requested pursuant to Section 2.7(a) (a “**Non-Approving Lender**”) may, at the Borrowers’ option, (a) be replaced pursuant to and in accordance with the procedures set out in Section 16.12 by one or more Approving Lenders or by a new Person selected by the Borrowers with the consent of the Canadian Agent (not to be unreasonably withheld or delayed) (a “**Substitute Lender**”) or (b) repay any portion of the Rateable Share of the Non-Approving Lender in Advances under the Credit Facilities not purchased by an Approving Lender or Substitute Lender and cancel any portion of the Commitment of the Non-Approving Lender not assumed by an Approving Lender or Substitute Lender with a corresponding reduction in the applicable Credit Facility. If and to the extent that the full amount of the Commitment of a Non-Approving Lender is not assumed by an Approving Lender or Substitute Lender in accordance with the foregoing, the Borrowers shall repay the Rateable Share of the Non-Approving Lender in Advances under the applicable Credit Facilities and the remaining Commitment of such Non-Approving Lender shall mature and be cancelled, in each case on the then Existing Maturity Date.

ARTICLE 3 THE RELEVANT SWING LINES

3.1 Establishment of Relevant Swing Line

Upon and subject to the terms and conditions of this Agreement, each Relevant Swing Line Lender hereby establishes a committed revolving operating credit facility in favour of the Relevant Borrowers.

3.2 Relevant Swing Line Commitment

3.2.1 General

Except for temporary excesses arising, subject to Subsection 8.4.2, from foreign exchange fluctuations in the case of the Canadian Swing Line, the Relevant Borrowers shall ensure that the aggregate Outstanding Amount of all Advances under the Relevant Swing Line does not exceed the Relevant Swing Line Commitment at any time.

3.2.2 Reductions

The Relevant Swing Line Commitment shall reduce by the amount of each reduction in the Relevant Swing Line Commitment made pursuant to Sections 8.1, 8.2 and 8.5.

3.3 Availability

3.3.1 *Canadian Swing Line*

Upon and subject to the terms and conditions of this Agreement, the Canadian Borrowers may borrow, repay and reborrow Canadian Prime Rate Loans and US Base Rate Loans under the Canadian Swing Line during the Availability Period on a revolving basis. In addition, each Canadian Borrower may borrow by way of Standby Instruments under the Canadian Swing Line in accordance with Section 4.1. Each Advance (other than a Standby Instrument, but including a Canadian Swing Line Advance deemed to be made under Section 4.4 to reimburse a Standby Instrument Disbursement) under a Canadian Swing Line shall be made by the Canadian Swing Line Lender on an overdraft basis by debiting the Relevant Borrower's Accounts. The amount of such overdraft from time to time shall be deemed to be a Canadian Prime Rate Loan (to the extent such debit balance is denominated in Canadian Dollars) and a US Base Rate Loan (to the extent such debit balance is denominated in US Dollars).

3.3.2 *US Swing Line*

Upon and subject to the terms and conditions of this Agreement, each US Borrower may borrow, repay and reborrow New York Prime Rate Loans under the US Swing Line during the Availability Period on a revolving basis. In addition, each US Borrower may borrow by way of Standby Instruments under the US Swing Line in accordance with Section 4.1. A US Borrower must request from the US Swing Line Lender for a Drawdown under the US Swing Line before 11:00 a.m. (New York City or (as the case may be) Chicago time) on the proposed Drawdown Date specifying the principal amount and proposed Drawdown Date (which must be a Local Banking Day falling within the Availability Period). Each US Borrower authorizes the US Swing Line Lender to make each Drawdown and transfer funds based on notice by telephone made by any individual that the US Swing Line Lender in good faith believes to be acting on behalf of that US Borrower, it being understood that the foregoing authorization is specifically intended to allow each US Borrower to request a Drawdown under a US Swing Line by telephone. Each US Borrower agrees to deliver promptly to the US Swing Line Lender a written confirmation of each Drawdown or other funds transfer request signed by a Senior Officer. If the written confirmation differs in any material respect from the action taken by the US Swing Line Lender, the records of the US Swing Line Lender shall govern absent manifest error.

3.3.3 *Use of Proceeds*

Each Relevant Borrower will use each Advance made available to it pursuant to each Relevant Swing Line solely for the purposes of financing its day-to-day working capital requirements, repaying existing Indebtedness and for general letter of credit requirements, as well as for other general corporate purposes, including financing Acquisitions permitted under Subsection 13.4.7.

3.3.4 *Refunding Swing Lines*

A Relevant Swing Line Lender may from time to time request the Relevant Agent for a Drawdown under the Relevant Revolving Facility to refinance the outstanding amount of any Floating Rate Loan under its Relevant Swing Line. Upon receipt of any such request, each

Relevant Borrower shall be deemed to have issued a Borrowing Request for such Drawdown to the Relevant Agent and each Relevant Borrower hereby irrevocably directs the Relevant Agent to transfer the proceeds of such Drawdown to the Relevant Swing Line Lender to repay such Floating Rate Loan.

3.3.5 *Termination of the Swing Line*

A Relevant Swing Line Lender may, at any time, on ten (10) Business Days' prior written notice to each Relevant Borrower, cancel its Relevant Swing Line by notice to the Relevant Agent and each Relevant Borrower. The provisions of Section 15.28 shall apply if a Relevant Swing Line Lender so cancels its Relevant Swing Line.

ARTICLE 4
STANDBY INSTRUMENTS

4.1 **Issuance of Standby Instruments**

4.1.1 *Original Issuance*

The following provisions apply to the issuance of Standby Instruments under the Credit Facilities:

- (a) A Relevant Borrower may request the issue of a Standby Instrument under a Relevant Credit Facility (i) in euros, Canadian Dollars or US Dollars if it is being issued under the Canadian Facilities, (ii) in US Dollars, if it is being issued under the US Facilities or (iii) with the prior consent of the Relevant Agent and the Relevant Issuing Bank (such consent not to be unreasonably withheld or delayed), any other currency.
- (b) Each Relevant Swing Line Lender will act as Issuing Bank and issue all Standby Instruments under its Relevant Swing Line in accordance with Article 4 (a) that are Letters of Guarantee or Standby Letters of Credit having an initial Outstanding Amount of (i) less than USD600,000 (or Equivalent Amount in other currency) or (ii) at the option of any Relevant Borrower, USD600,000 or greater, but less than USD1,000,000, (or, in each case, the Equivalent Amount in other currency) or (b) that are Documentary Credits; in each case, in accordance with the provisions of Article 4.
- (c) Except as provided in Subsection 4.1.1(d), each Relevant Lender that is the Relevant Agent or a Relevant Lender nominated by the Relevant Agent will act as Issuing Bank and issue all Standby Instruments under its Relevant Revolving Facility.
- (d) Except as provided otherwise in Subsection 4.1.1(b) or 4.1.2, Standby Instruments (other than Documentary Credits) to be issued under the Credit Facilities shall be issued under the Relevant Revolving Facility (and not the Relevant Swing Line) by (i) a Lender that is an Agent (or an Affiliate of an Agent) or (ii) on an exceptional basis, a Relevant Lender (or an Affiliate of the Relevant Lender); in each case

designated by the Relevant Borrower in a Borrowing Request; provided that the consent of any Lender that is not an Agent to be the Issuing Bank of any Standby Instrument must be obtained before it is obliged in accordance with the provisions of this Agreement to issue such Standby Instrument (such consent not to be unreasonably withheld or delayed).

- (e) The aggregate Outstanding Amount of all Standby Instruments may not exceed USD150,000,000 at any time.
- (f) Following the occurrence of a Default that is continuing, the Relevant Issuing Bank shall have the right, in its sole discretion, (i) to amend any Standby Instrument or (ii) with the consent of the Required Lenders, to renew or extend the expiry date of any Standby Instrument.
- (g) A Relevant Borrower may not request the issuance of any Standby Instrument (i) if the aggregate Outstanding Amount of all Advances under the Relevant Credit Facility would, after the issuance of the Standby Instrument in question, exceed the Relevant Total Commitment, (ii) having a term exceeding four (4) years from its issue date, (iii) having a term exceeding two (2) years from its issue date if the aggregate Outstanding Amount of all Standby Instruments having an initial term of more than two (2) years would, after the issuance of the Standby Instrument in question, exceed USD150,000,000 or (iv) having a term expiring after the Maturity Date, unless the Relevant Borrower complies with Subsection 8.1.2.
- (h) A Relevant Borrower shall deliver to the Relevant Agent a Borrowing Request for any requested Standby Instrument and attach the proposed form and content of such Standby Instrument no less than three (3) Business Days before the date of requested issuance of the Standby Instrument. Such Borrowing Request must comply with the provisions of this Section 4.1 and specify (i) the stated amount of the Standby Instrument requested, (ii) the requested date of issuance of such Standby Instrument, which must be a Business Day falling within the Availability Period of the Relevant Credit Facility, (iii) the date on which such requested Standby Instrument is to expire, and (iv) whether the requested Standby Instrument is (A) a Documentary Credit, Letter of Guarantee or Standby Letter of Credit and (B) a Financial Credit or a Performance Guarantee. Upon request from the Relevant Issuing Bank, the Relevant Borrower shall also execute and deliver such application, indemnity and other documents as the Relevant Issuing Bank shall reasonably require consistent with its prevailing practice relative to the issuance of bank guarantees, documentary credits and standby credits.
- (i) Upon receipt of a Borrowing Request in compliance with this Section 4.1, the Relevant Agent shall promptly remit a copy thereof (including attachments) to the Relevant Issuing Bank. On the requested issue date, but subject to Section 9.3, the Relevant Issuing Bank shall issue the requested Standby Instrument in accordance with the Relevant Issuing Bank's usual and customary business practices, subject to such modification thereto as the Relevant Issuing Bank may reasonably require and subject further to receipt of any other signed documents requested by the Relevant Issuing Bank pursuant to paragraph (h) above; provided, that an Issuing

Bank shall not be obligated to issue a Standby Instrument if any Order of any governmental authority shall by its terms purport to enjoin or restrain such Issuing Bank from issuing such Standby Instrument, the issuance of such Standby Instrument would violate any Applicable Law binding upon such Issuing Bank or the issuance of the Standby Instrument would violate one or more policies of such Issuing Bank applicable to letters of credit generally. In addition, any amendment or renewal of any Standby Instrument shall be deemed to be an issuance of a new Standby Instrument and shall be subject to the same requirements as are set forth above with respect to original issuance (including delivery of a Borrowing Request to the Relevant Agent).

- (j) An Issuing Bank shall promptly notify the Canadian Agent and Mattr by telephone (confirmed by electronic means) of any demand for payment made under a Standby Instrument issued by it and whether that Issuing Bank has made or will make a Standby Instrument Disbursement thereunder; provided, that any failure to give or delay in giving such notice shall not relieve a Relevant Borrower of its obligation to reimburse that Issuing Bank or the obligations of the Relevant Revolving Lenders to advance that Standby Instrument Disbursement to that Issuing Bank.
- (k) Unless otherwise requested by the Canadian Agent, each Issuing Bank shall report in writing to the Canadian Agent (i) on or prior to each Business Day on which that Issuing Bank expects to issue, amend or extend any Standby Instrument, the date of such issuance, amendment or extension, and the aggregate face amount of the Standby Instrument to be issued, amended or extended by it and outstanding after giving effect to such issuance, amendment or extension occurred (and whether the amount thereof changed), and that Issuing Bank shall be permitted to issue, amend or extend such Standby Instrument if the Canadian Agent shall not have advised that Issuing Bank that such issuance, amendment or extension would not be in conformity with the requirements of this Agreement, (ii) promptly following such Issuing Bank making any Standby Instrument Disbursement, the date such Standby Instrument Disbursement is made and the amount thereof and (iii) as soon as reasonably practicable, such other information with respect to any outstanding Standby Instrument issued by that Issuing Bank as the Canadian Agent shall reasonably request.
- (l) If on any date of determination a Standby Instrument has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Article 29(a) of the UCP or Rule 3.13 or Rule 3.14 of the ISP or similar terms of the Standby Instrument itself, or if compliant documents have been presented but not yet honoured, such Standby Instrument shall be deemed to be “outstanding” and “undrawn” in the amount so remaining available to be paid, and the obligations of the Borrowers and each Lender shall remain in full force and effect until the Issuing Bank and the Lenders shall have no further obligations to make any payments or disbursements under any circumstances with respect to any such Standby Instrument.

4.1.2 Existing Standby Instruments

Schedule 4 lists the outstanding Standby Instruments issued under the Existing Credit Agreement by the Relevant Issuing Banks under the Relevant Credit Facilities as at the dates indicated therein which (if they remain outstanding on the Closing Date), together with any other Standby Instruments issued under the Relevant Credit Facilities before the Closing Date, shall be governed by this Agreement applicable to Standby Instruments issued under the same Relevant Credit Facilities.

4.2 Reimbursement by the Relevant Borrower

4.2.1 Authorization

Each Relevant Borrower unconditionally and irrevocably authorizes each Relevant Issuing Bank to pay the amount of any demand made on the Relevant Issuing Bank in substantial compliance with the terms of any Standby Instrument issued for its account on demand without requiring proof of the Relevant Borrower's agreement that the amount so demanded was due and notwithstanding that the Relevant Borrower may dispute the validity of any such demand or payment.

4.2.2 Indemnity

The Relevant Borrower shall indemnify and save the Relevant Issuing Bank harmless, on a full indemnity (after Taxes) basis, from and against any and all payments, claims and losses and expenses which the Relevant Issuing Bank may make, suffer or incur arising in any manner whatsoever out of the issuance of any Standby Instrument, including the making of, or refusal to make, any payments demanded thereunder (including any court costs and reasonable legal costs on a solicitor and client and full indemnity basis incurred in connection with any proceedings to restrain the Relevant Issuing Bank from making, or to compel the Relevant Issuing Bank to make, any such payment). This indemnity shall be unconditional, shall not be subject to any qualification or exception whatsoever, and shall not be lessened, invalidated or otherwise prejudiced for any reason whatsoever including by reason of (i) any lack of validity or enforceability of the Standby Instrument, (ii) any claim, set-off, defence or other right the Relevant Borrower may have against the beneficiary of the Standby Instrument, including any claim that a demand for payment under the Standby Instrument is fraudulent or (iii) any of the matters referred to in Subsection 4.3.1.

4.2.3 Good Faith Payments

Notwithstanding any other provision of this Agreement to the contrary, any payment made by the Relevant Issuing Bank in good faith in response to any demand for payment under any Standby Instrument shall be deemed to have been properly made, shall be binding upon the parties hereto and shall oblige the Relevant Borrower to reimburse and indemnify the Relevant Issuing Bank for such payment under Subsection 4.2.2.

4.3 Issuing Bank Not Liable

4.3.1 *Waiver*

The Relevant Issuing Bank shall not have any obligation, responsibility or liability for, or duty to inquire into, the sufficiency, authorization, execution, signature, endorsement, correctness, genuineness or legal effect of any certificate or other document presented to it pursuant to any Standby Instrument and the Relevant Borrower assumes all risks with respect to the same, including all risks of the acts or omissions of any beneficiary of any Standby Instrument with respect to the use by any beneficiary of any Standby Instrument. Without limiting the generality of the foregoing, the Relevant Issuing Bank shall not have any obligation, responsibility or liability:

- (a) for the validity or genuineness of certificates or other documents delivered under or in connection with any Standby Instrument that appear on their face to be in order, even if such certificates or other documents should in fact prove to be invalid, fraudulent or forged;
- (b) for errors, omissions, interruptions or delays in transmission or delivery of any messages by mail, cable, telegraph, telecopy, S.W.I.F.T., e-mail, internet, wireless or otherwise, whether or not they are in code;
- (c) for errors in translation or for errors in interpretation of technical terms or for errors in the calculation of amounts demanded under any Standby Instrument;
- (d) for any failure or inability by the Relevant Issuing Bank or anyone else to make payment under any Standby Instrument as a result of any Applicable Law or by reason of any control or restriction rightfully or wrongfully exercised by any person asserting or exercising governmental or paramount powers;
- (e) for any other consequences arising from causes beyond the control of the Relevant Issuing Bank; or
- (f) for any error, neglect or default of any correspondent of the Relevant Issuing Bank or of any advising, confirming, negotiating or paying bank,

and none of the above shall lessen, invalidate or otherwise prejudice any of the rights of the Relevant Issuing Bank hereunder or the obligations of the Relevant Borrower under Subsection 4.2.2.

4.3.2 *Saving*

Nothing in Subsections 4.2.2 or 4.2.3 or Section 4.3 shall prejudice any claim that a Relevant Borrower may otherwise have against a Relevant Issuing Bank in respect of any Standby Instrument issued by it for any loss and expense determined by a final judgment that is binding on the Relevant Issuing Bank to have been directly caused by the gross negligence or wilful misconduct of the Relevant Issuing Bank.

4.3.3 *ICC Rules*

Save to the extent expressly provided otherwise in this Article 4, the rights and obligations between the Relevant Issuing Bank and the Relevant Borrower with respect to each Standby Instrument shall be determined in accordance with the applicable provisions of the ICC Rules to which such Standby Instrument is expressed to be subject.

4.4 **Reimbursement Advance**

4.4.1 *Deemed Borrowing Request*

If the Relevant Borrower fails to pay or reimburse the Relevant Issuing Bank the amount of any Standby Instrument Disbursement on the date such Standby Instrument Disbursement is made, the Relevant Borrower shall be deemed to have requested and received an Advance from the Relevant Issuing Bank in a principal amount equal to (a) in the case of a Standby Instrument issued under the Canadian Facilities, such unreimbursed Standby Instrument Disbursement (if denominated in Canadian Dollars or US Dollars) or in the equivalent amount in Canadian Dollars of such unreimbursed Standby Instrument Disbursement determined at the rate of exchange quoted to the Canadian Agent by the Relevant Issuing Bank (if such unreimbursed Standby Instrument Disbursement is denominated in other foreign currency) and (b) in the case of a Standby Instrument issued under the US Facilities, such unreimbursed Standby Instrument Disbursement (if denominated in US Dollars) or in the equivalent amount in US Dollars of such unreimbursed Standby Instrument Disbursement determined at the rate of exchange quoted to the US Agent by the Relevant Issuing Bank (if such Standby Instrument Disbursement is denominated in currency other than US Dollars).

4.4.2 *Deemed Advance*

Any Advance deemed to have been made under Subsection 4.4.1 in respect of any Standby Instrument issued by a Relevant Swing Line Lender shall be deemed to have been made under the Relevant Swing Line.

4.4.3 *Participations*

Any Advance deemed to have been made under Subsection 4.4.1 in respect of any Standby Instrument issued under a Relevant Revolving Facility shall be deemed to have been made by the Relevant Issuing Bank on behalf of all Relevant Lenders under that Relevant Revolving Facility by way of (a) in the case of the Canadian Revolving Facility, Canadian Prime Rate Loan (if denominated in Canadian Dollars) or US Base Rate Loan (if denominated in US Dollars) and (b) in the case of the US Revolving Facility, a New York Prime Rate Loan.

4.5 **LC/LG Fees**

4.5.1 *Relevant Revolving Facility*

The Relevant Borrower shall pay a standby instrument fee to the Relevant Lenders on the Standby Instrument Exposure of each Letter of Guarantee and Standby Letter of Credit issued or renewed under a Relevant Revolving Facility payable in the currency in which such

Letter of Guarantee and Standby Letter of Credit is denominated which shall be in the amount determined by the Relevant Agent to be equal to the sum of the products for each day during the term of such Letter of Guarantee or Standby Letter of Credit of (a) the Standby Instrument Exposure thereof at the end of the day multiplied by (b) the quotient of (i) the Applicable Margin for Standby Instruments divided by (ii) (A) 365 in the case of the Canadian Facilities and (B) 360 in the case of the US Facilities. Such standby instrument fee shall be paid quarterly in arrears on the third (3rd) Business Day of each calendar quarter until the Standby Instrument Exposure of such Letter of Guarantee or Standby Instrument is reduced to nil, at which time the final payment of such standby instrument fee shall be paid.

4.5.2 *Fronting Fee*

The Relevant Borrower shall pay a fronting fee to the Relevant Agent for the account of the Relevant Issuing Bank issuing or renewing any Letter of Guarantee or Standby Letter of Credit under a Relevant Revolving Facility for its own account calculated and payable in the same manner as the standby instrument fee in relation thereto is calculated and payable under Subsection 4.5.1, save that reference to the Applicable Margin for Standby Instruments in Clause (b) thereof shall be replaced by reference to [percentage redacted] per annum.

4.5.3 *Relevant Swing Line*

The Relevant Borrower shall pay a standby instrument fee to the Relevant Swing Line Lender for its own account in advance on the issuance and renewal by it of each Letter of Guarantee and Standby Letter of Credit under a Relevant Swing Line for the period from and including the date of issuance or renewal of such Standby Instrument to and including the stated expiry date thereof, based on the Standby Instrument Exposure of the Standby Instrument on the date of issuance or renewal. Such standby instrument fee shall be payable in the currency in which such Standby Instrument is denominated. The standby instrument fee payable in respect of each such Standby Instrument shall be determined as the product obtained by multiplying (a) the initial Standby Instrument Exposure of such Standby Instrument on issuance or renewal multiplied by (b) the Applicable Margin for Standby Instruments and multiplied by (c) the quotient of (i) the number of days in the term of such Standby Instrument divided by (ii) (A) 365 in the case of the Canadian Swing Line and (B) 360 in the case of the US Swing Line.

4.5.4 *Documentary Credits*

The Relevant Borrower shall pay a standby instrument fee to the Relevant Swing Line Lender for its own account in advance on the issuance and renewal by it of each Documentary Credit under a Relevant Swing Line determined in accordance with the Relevant Swing Line Lender's prevailing scheduled rates for issuing documentary credits of the type requested for the account of customers of comparable creditworthiness.

4.5.5 *Customary Charges*

In addition to the standby instrument fees payable under Subsections 4.5.1, 4.5.2, 4.5.3 and 4.5.4, the Relevant Borrower shall pay the Relevant Issuing Bank of any Standby Instrument for its own account standby instrument fees determined in accordance with the Relevant Issuing Bank's prevailing scheduled rates for services (including advices, confirmations,

amendments and renewals) provided by the Relevant Issuing Bank in relation to Standby Instruments, but excluding (for certainty) any standby instrument fees of the same general nature as the standby instrument fees and fronting fees payable under Subsections 4.5.1, 4.5.2, 4.5.3 and 4.5.4.

4.5.6 Issuing Banks Entitlements

All amounts paid to an Issuing Bank pursuant to any of Subsections 4.5.2 through 4.5.5 inclusive shall be retained by that Issuing Bank for its own account.

4.6 Reimbursement by Relevant Lenders

4.6.1 Reimbursement and Adjustments

If a Standby Instrument Advance is deemed to have been made by a Relevant Issuing Bank on behalf of the Relevant Lenders under a Relevant Revolving Facility pursuant to Subsection 4.4.1:

- (a) the Relevant Issuing Bank shall forthwith notify the Relevant Agent of the amount and currency of such Standby Instrument Advance;
- (b) upon receipt of the notice referred to in paragraph (a) above, the Relevant Agent will determine the amount of adjusting payments required to be made amongst the Relevant Lenders to ensure that their respective shares in outstanding Advances under the Relevant Revolving Facility, including the Standby Instrument Advance, equal their respective Rateable Shares of the Relevant Revolving Facility;
- (c) each of the Relevant Lenders shall advance to the Agent the amount of the adjusting payment required of it pursuant to paragraph (b) above;
- (d) the Relevant Agent shall, upon receipt from the Relevant Lenders, advance to the Relevant Issuing Bank the amount of the adjusting payments required to be paid to the Relevant Issuing Bank as determined pursuant to paragraph (c) above; and
- (e) the Relevant Borrower shall be obliged to repay the relevant Standby Instrument Advance to the Relevant Lenders in their respective Rateable Shares.

4.6.2 Obligation is Unconditional

The obligations of each Relevant Lender under Subsection 4.6.1 are unconditional, shall not be subject to any qualification or exception whatsoever and shall be performed in accordance with the terms and conditions of this Agreement under all circumstances including:

- (a) any lack of validity or enforceability of the Relevant Borrower's obligations under Section 4.4;
- (b) any of the matters referred to in Subsection 4.3.1 and this Subsection 4.6.2;

- (c) the occurrence or continuance of any Default or the exercise of any rights by any Agent under Section 14.2; and
- (d) the absence of any demand for payment being made, any proof of claim being filed, any Loan Document being enforced, any proceeding being commenced or any Order being obtained by the Relevant Issuing Bank against the Relevant Borrower.

4.6.3 *Relevant Lenders to Indemnify Relevant Issuing Banks*

Each of the Relevant Lenders severally agrees to indemnify the Relevant Issuing Bank (to the extent not reimbursed by any Group Member on demand) on a full indemnity (after-Taxes) basis, *pro rata* according to their respective Relevant Rateable Shares of the Relevant Revolving Facility (computed on the basis that the Relevant Swing Line has been terminated and the adjustments to the Relevant Revolving Facility contemplated by Subsection 15.28.1 have been made) from and against any and all claims and losses and expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against such Relevant Issuing Bank in any way relating to or arising out of any Standby Instrument issued by such Relevant Issuing Bank, except that no Relevant Lender shall be liable to such Relevant Issuing Bank for any portion of such losses and expenses or disbursements to the extent they are determined by a final judgment that is binding on that Relevant Issuing Bank to have directly resulted from the gross negligence or wilful misconduct of that Relevant Issuing Bank. Payment by the Relevant Lenders to a Relevant Issuing Bank pursuant to this Subsection 4.6.3 shall not discharge or satisfy any obligation of any Group Member to make such payment to that Relevant Issuing Bank, but rather the Relevant Lenders making such payment shall be subrogated to the rights of that Relevant Issuing Bank against such Group Member in respect thereof.

**ARTICLE 5
[RESERVED]**

- 5.1** [Reserved]
- 5.2** [Reserved]
- 5.3** [Reserved]
- 5.4** [Reserved]
- 5.5** [Reserved]
- 5.6** [Reserved]
- 5.7** [Reserved]
- 5.8** [Reserved]
- 5.9** [Reserved]
- 5.10** [Reserved]
- 5.11** [Reserved]
- 5.12** [Reserved]
- 5.13** [Reserved]
- 5.14** [Reserved]

**ARTICLE 6
CONVERSIONS AND ROLLOVERS**

6.1 Conversions

6.1.1 Generally

Subject to Sections 6.5 and 9.4 and to the last sentence of this Subsection 6.1.1, a Relevant Borrower may request the Relevant Lenders to Convert:

- (a) at any time, a Floating Rate Loan or a portion thereof into a different Type of Advance (excluding Standby Instruments) available under the same Relevant Revolving Facility;
- (b) on a Period End Date, a SOFR Loan or a portion thereof into a different Type of Advance (excluding Standby Instruments) available under the same Relevant Revolving Facility; or

- (c) on a Period End Date, a CORRA Loan or a portion thereof into a different Type of Advance (excluding Standby Instruments) available under the same Relevant Revolving Facility,

upon delivering a Borrowing Request to the Relevant Agent specifying both the amount of the Advance to be Converted and the amount and Type of the requested resulting Advance. The relevant provisions of this Agreement relative to currency unit amounts, notice periods, Interest Periods applicable to a Drawdown and availability of the same Type as the Advance which will result from the Conversion (as well as any portion of the Advance which is not being Converted) must be satisfied to effect any such requested Conversion.

6.1.2 Same Currency Denomination

If the Relevant Borrower has requested a Conversion of an Advance to a Type of Advance denominated in the same currency, no payment shall be required to be made by the Relevant Borrower to the Relevant Lenders on such Conversion.

6.1.3 Different Currency Denomination

If the Relevant Borrower has requested a Conversion of an Advance to a Type of Advance denominated in a different currency, the Relevant Borrower must first repay the Advance (or relevant portion) being Converted and, subject to the foregoing provisions of this Section 6.1 and receipt by the Relevant Agent of such repayment, the Relevant Lenders shall, subject to Section 9.4, make the Type of Advance requested on the Conversion to the Relevant Borrower on the Conversion Date.

6.2 Rollovers

6.2.1 SOFR Loans

At or before noon on a Business Day that is at least three (3) U.S. Government Securities Business Days before the commencement of each Interest Period for each SOFR Loan, unless the Relevant Borrower was entitled to deliver, and has previously delivered, a Borrowing Request requesting the Relevant Lenders to convert the relevant SOFR Loan into another Type of Advance in accordance with Section 6.1 or a Repayment Notice in respect of such SOFR Loan, the Relevant Borrower shall, if it is entitled to do so in accordance with the provisions of this Section 6.2, deliver a Borrowing Request to the Relevant Agent requesting a Rollover and selecting the next Interest Period applicable to the relevant SOFR Loan, which new Interest Period shall commence on the current Period End Date of such SOFR Loan. If the Relevant Borrower fails or is not so entitled to deliver any such request or notice to the Relevant Agent, then the relevant SOFR Loan shall be deemed to be Converted to a US Base Rate Loan (in the case of the Canadian Revolving Facility) or New York Prime Rate Loan (in the case of the US Revolving Facility) made available by the Relevant Lenders that made that SOFR Loan in the same Outstanding Amount as such SOFR Loan on the current Period End Date.

6.2.2 *CORRA Loans*

At or before noon on a Business Day that is at least three (3) Business Days before the commencement of each Interest Period for each CORRA Loan, unless the Relevant Borrower was entitled to deliver, and has previously delivered, a Borrowing Request requesting the Relevant Lenders to convert the relevant CORRA Loan into another Type of Advance in accordance with Section 6.1 or a Repayment Notice in respect of such CORRA Loan, the Relevant Borrower shall, if it is entitled to do so in accordance with the provisions of this Section 6.2, deliver a Borrowing Request to the Relevant Agent requesting a Rollover and selecting the next Interest Period applicable to the relevant CORRA Loan, which new Interest Period shall commence on the current Period End Date of such CORRA Loan. If the Relevant Borrower fails or is not so entitled to deliver any such request or notice to the Relevant Agent, then the relevant CORRA Loan shall be deemed to be Converted to a Canadian Prime Rate Loan made available by the Relevant Lenders that made that CORRA Loan in the same Outstanding Amount as such CORRA Loan on the current Period End Date.

6.3 **[Reserved]**

6.4 **Not a Repayment**

Subject to Subsection 6.1.3, neither a Rollover nor a Conversion of an Advance shall constitute a repayment by the Relevant Borrower, but rather shall constitute a continuation or change in the form of credit being extended by the Relevant Lenders to the Relevant Borrower. The Relevant Borrower shall repay each Advance resulting from any Rollover or Conversion to the Relevant Lenders in accordance with the provisions of this Agreement as if such Advance had resulted from a Drawdown on the Rollover Date or Conversion Date.

6.5 **Consolidations**

Each SOFR Advance under the same Relevant Revolving Facility that has an Interest Period ending on the same Period End Date shall be consolidated on such Period End Date to form a single Advance and each Advance of a CORRA Loan under the same Relevant Revolving Facility that has an Interest Period ending on the same Period End Date shall be consolidated on such Period End Date to form a single Advance, unless and to the extent the Borrower (a) elects to effect a Conversion or Rollover of part, but not all, of such Advances or (b) requests, in compliance with the relevant provisions of this Agreement, Advances, Conversions or Rollovers with more than one Interest Period.

ARTICLE 7

INTEREST AND FEE CALCULATIONS AND CHANGES IN CIRCUMSTANCES

7.1 **Interest**

7.1.1 *Canadian Prime Rate Loans*

Each Canadian Borrower shall pay interest on the outstanding principal amount of each Canadian Prime Rate Loan borrowed by it under the Canadian Facilities calculated and payable from the Borrowing Date of such Canadian Prime Rate Loan until the date Converted to

another Type of Advance in accordance with the provisions hereof or the date due to be repaid hereunder, as applicable, at a percentage rate per annum equal to the sum of (a) the Canadian Prime Rate plus (b) the Applicable Margin for Floating Rate Loans.

7.1.2 US Base Rate Loans

Each Canadian Borrower shall pay interest on the outstanding principal amount of each US Base Rate Loan borrowed by it under the Canadian Facilities calculated and payable from the Borrowing Date of such US Base Rate Loan until the date Converted to another Type of Advance in accordance with the provisions hereof or the date due to be repaid hereunder, as applicable, at a percentage rate per annum equal to the sum of (a) the US Base Rate plus (b) the Applicable Margin for Floating Rate Loans.

7.1.3 New York Prime Rate Loans

Each US Borrower shall pay interest on the outstanding principal amount of each New York Prime Rate Loan borrowed by it under the US Facilities calculated and payable from the Borrowing Date of such New York Prime Rate Loan until the date Converted or deemed Converted to another Type of Advance in accordance with the provisions hereof or the date due to be repaid hereunder, as applicable, at a percentage rate per annum equal to the sum of (a) the New York Prime Rate plus (b) the Applicable Margin for Floating Rate Loans.

7.1.4 SOFR Loans

- (a) Each Relevant Borrower shall pay interest on the outstanding principal amount of each SOFR Loan borrowed by it under the Relevant Revolving Facility calculated and payable from each Borrowing Date of such SOFR Loan until the date Converted or deemed to be Converted to another Type of Advance in accordance with the provisions hereof or the date due to be repaid hereunder, as applicable, at a percentage rate per annum during each Interest Period relative to such SOFR Loan equal to the sum of (i) Adjusted Term SOFR for that Interest Period plus (ii) the Applicable Margin for SOFR Loans.
- (b) A Relevant Borrower shall specify in each Borrowing Request for a SOFR Loan the requested duration of the Interest Period to apply thereto; provided that, subject to the last sentence of this paragraph, (v) the Interest Period for such SOFR Loan shall (subject to availability) have a duration of one (1) or three (3) months or such other period as the Relevant Revolving Facility Lenders may otherwise unanimously consent to, except that no tenor that has been removed for an Interest Period pursuant to Subsection 7.7.3(d) shall be available for specification in such Borrowing Request, (w) the first (1st) Interest Period for such SOFR Loan shall commence on and include the Drawdown Date or Conversion Date of such SOFR Loan and each subsequent Interest Period applicable thereto shall commence on and include the date of the expiry of the immediately preceding Interest Period applicable thereto, (x) any Interest Period that begins on the last New York Banking Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last New York Banking Day of a calendar month, (y) if any Interest

Period would otherwise end on a day which is not a New York Banking Day, that Interest Period shall be extended to the next succeeding New York Banking Day unless that next succeeding New York Banking Day falls in the next calendar month, in which case such Interest Period shall be shortened to end on the immediately preceding New York Banking Day and (z) the Borrowers shall not be entitled to select an Interest Period applicable to a SOFR Loan if the aggregate Outstanding Amount of all Advances outstanding under the Relevant Revolving Facility would exceed the Relevant Total Revolving Facility Commitment were it to remain outstanding for such selected Interest Period. In no event may an Interest Period be selected that would end after the Maturity Date.

- (c) In connection with the use or administration of Term SOFR, the Canadian Agent 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. The Canadian Agent will promptly notify Mattr and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

7.1.5

Term CORRA Loans

- (a) Each Relevant Borrower shall pay interest on the outstanding principal amount of each Term CORRA Loan borrowed by it under the Relevant Revolving Facility calculated and payable from each Borrowing Date of such Term CORRA Loan until the date Converted or deemed to be Converted to another Type of Advance in accordance with the provisions hereof or the date due to be repaid hereunder, as applicable, at a percentage rate per annum during each Interest Period relative to such Term CORRA Loan equal to the sum of (i) Adjusted Term CORRA for that Interest Period plus (ii) the Applicable Margin for CORRA Loans.
- (b) A Relevant Borrower shall specify in each Borrowing Request for a Term CORRA Loan the requested duration of the Interest Period to apply thereto; provided that, subject to the last sentence of this paragraph, (v) the Interest Period for such Term CORRA Loan shall (subject to availability) have a duration of one (1) or three (3) months or such other period as the Relevant Revolving Facility Lenders may otherwise unanimously consent to, except that no tenor that has been removed for an Interest Period pursuant to Subsection 7.7.4(d) shall be available for specification in such Borrowing Request, (w) the first (1st) Interest Period for such Term CORRA Loan shall commence on and include the Drawdown Date or Conversion Date of such Term CORRA Loan and each subsequent Interest Period applicable thereto shall commence on and include the date of the expiry of the immediately preceding Interest Period applicable thereto, (x) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month, (y) if any Interest Period would otherwise end on a day which is not a Business Day, that Interest Period shall be extended to the next succeeding Business Day unless that

next succeeding Business Day falls in the next calendar month, in which case such Interest Period shall be shortened to end on the immediately preceding Business Day and (z) the Borrowers shall not be entitled to select an Interest Period applicable to a Term CORRA Loan if the aggregate Outstanding Amount of all Advances outstanding under the Relevant Revolving Facility would exceed the Relevant Total Revolving Facility Commitment were it to remain outstanding for such selected Interest Period. In no event may an Interest Period be selected that would end after the Maturity Date.

- (c) In connection with the use or administration of Term CORRA, the Canadian Agent will have the right to make Canadian Benchmark Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Canadian Benchmark Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Canadian Agent will promptly notify Mattr and the Lenders of the effectiveness of any Canadian Benchmark Conforming Changes in connection with the use or administration of the relevant Canadian Benchmark.

7.1.6 Daily Compounded CORRA Loans

- (a) Each Relevant Borrower shall pay interest on the outstanding principal amount of each Daily Compounded CORRA Loan borrowed by it under the Relevant Revolving Facility calculated and payable from each Borrowing Date of such Daily Compounded CORRA Loan until the date Converted or deemed to be Converted to another Type of Advance in accordance with the provisions hereof or the date due to be repaid hereunder, as applicable, at a percentage rate per annum during each Interest Period relative to such Daily Compounded CORRA Loan equal to the sum of (i) Adjusted Daily Compounded CORRA for that Interest Period plus (ii) the Applicable Margin for CORRA Loans.
- (b) A Relevant Borrower shall specify in each Borrowing Request for a Daily Compounded CORRA Loan the requested duration of the Interest Period to apply thereto; provided that, subject to the last sentence of this paragraph, (v) the Interest Period for such Term CORRA Loan shall (subject to availability) have a duration of one (1) month or such other period as the Relevant Revolving Facility Lenders may otherwise unanimously consent to, except that no tenor that has been removed for an Interest Period pursuant to Subsection 7.7.4(d) shall be available for specification in such Borrowing Request, (w) the first (1st) Interest Period for such Daily Compounded CORRA Loan shall commence on and include the Drawdown Date or Conversion Date of such Daily Compounded CORRA Loan and each subsequent Interest Period applicable thereto shall commence on and include the date of the expiry of the immediately preceding Interest Period applicable thereto, (x) any Interest Period that begins on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of a calendar month, (y) if any Interest Period would otherwise end on a day which is not a Business Day, that Interest Period shall be extended to the next succeeding Business

Day unless that next succeeding Business Day falls in the next calendar month, in which case such Interest Period shall be shortened to end on the immediately preceding Business Day and (z) the Borrowers shall not be entitled to select an Interest Period applicable to a Daily Compounded CORRA Loan if the aggregate Outstanding Amount of all Advances outstanding under the Relevant Revolving Facility would exceed the Relevant Total Revolving Facility Commitment were it to remain outstanding for such selected Interest Period. In no event may an Interest Period be selected that would end after the Maturity Date.

- (c) In connection with the use or administration of Daily Compounded CORRA or any other Canadian Benchmark, the Canadian Agent will have the right to make Canadian Benchmark Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Canadian Benchmark Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document. The Canadian Agent will promptly notify Mattr and the Lenders of the effectiveness of any Canadian Benchmark Conforming Changes in connection with the use or administration of the relevant Canadian Benchmark.

7.1.7 Overdue Amounts

If any sum payable by any Relevant Borrower under any provision of this Agreement is not paid when due and payable hereunder (whether on its stipulated due date, on demand, on acceleration or otherwise), the Relevant Borrower shall pay interest to the Relevant Lenders entitled to payment of such overdue sum on the outstanding balance thereof calculated and payable from the date such sum was first so due and payable until the date it is paid in full in accordance with the provisions hereof at the percentage rate per annum equal to the sum of (i) either (A) if the overdue sum is payable in respect of the Canadian Facilities or is not specifically referable to any of the Credit Facilities, the Canadian Prime Rate, if the overdue sum is denominated in Canadian Dollars or (as applicable) the US Base Rate, if the overdue sum is denominated in US Dollars or (B) if the overdue sum is payable in respect of the US Facilities, the New York Prime Rate *plus* (ii) the Applicable Margin for Floating Rate Loans *plus*, if the Applicable Margin has not increased by two percent (2%) per annum pursuant to Clause (iii) of the definition thereof at that time, to the extent permitted by applicable law, (iii) two percent (2%) per annum.

7.1.8 US Rates

Neither Agent warrants or accepts responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the US Base Rate, the New York Prime Rate, the Term SOFR Reference Rate or Term SOFR, or 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 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, the US Base Rate, the New York Prime Rate, the Term SOFR Reference Rate or Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of

any Conforming Changes. Each Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of the US Base Rate, the New York Prime Rate, the Term SOFR Reference Rate or Term SOFR or any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers. Each Agent may select information sources or services in its reasonable discretion to ascertain the US Base Rate, the New York Prime Rate, the Term SOFR Reference Rate or Term SOFR or any other Benchmark, 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.

7.1.9 Canadian Rates

Neither Agent warrants or accepts responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Canadian Prime Rate, Term CORRA or any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Canadian Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Canadian Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Canadian Prime Rate or Term CORRA or any other Canadian Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Canadian Benchmark Conforming Changes. Each Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of the Canadian Prime Rate or Term CORRA or any alternative, successor or replacement rate (including any Canadian Benchmark Replacement) or any relevant adjustments thereto, in each case, in a manner adverse to the Borrowers. Each Agent may select information sources or services in its reasonable discretion to ascertain the Canadian Prime Rate or Term CORRA or any other Canadian Benchmark, 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.

7.2 [Reserved]

7.3 Standby Fee

7.3.1 Relevant Revolving Facilities

The Relevant Borrowers shall pay to the Relevant Agent for the account of the Relevant Lenders a standby fee in relation to their respective Relevant Revolving Commitments based on the unused portion of the Relevant Revolving Facility payable in US Dollars which shall be in the amount determined by the Relevant Agent to be equal to the sum of the products for each day during the Availability Period of the Relevant Revolving Facility of (a) the amount by which

the Relevant Total Commitment exceeds the aggregate Outstanding Amount of all Advances under the Relevant Revolving Facility at the end of that day multiplied by (b) the quotient of (i) the Standby Fee Rate for that day divided by (ii) (A) 365 in the case of the Canadian Revolving Facility and (B) 360 in the case of the US Revolving Facility. Each Relevant Agent will calculate and notify the Relevant Borrowers of the amount of such payment on or before its due date.

7.3.2 *Relevant Swing Lines*

The Relevant Borrowers shall pay to each Relevant Swing Line Lender for its own account a standby fee in relation to its Relevant Swing Line Commitment based on the unused portion of its Relevant Swing Line payable in US Dollars which shall be in the amount determined by such Relevant Swing Line Lender to be equal to the sum of the products for each day during the Availability Period of its Relevant Swing Line of (a) the amount by which its Relevant Swing Line Commitment exceeds the aggregate Outstanding Amount of all Advances under its Relevant Swing Line at the end of that day multiplied by (b) the quotient of (i) the Standby Fee Rate for that day divided by (ii) (A) 365 in the case of a Canadian Swing Line and (B) 360 in the case of the US Swing Line. Each Relevant Swing Line Lender will calculate and notify the Relevant Borrowers of the amount of such payment on or before its due date.

7.3.3 *Payment Dates*

The first payment of each of the Standby Fees payable under Subsections 7.3.1 and 7.3.2 shall be for the period commencing on the Closing Date and ending on June 30, 2024 will be made on July 3, 2024. Thereafter the Relevant Borrowers shall pay these Standby Fees quarterly in arrears for each calendar quarter on the third (3rd) Local Banking Day of the following calendar quarter. The final payment of each of these Standby Fees will be made on the Maturity Date or any earlier date of termination of the Relevant Credit Facility.

7.4 **Closing Fees**

The Borrowers shall pay on or before the Closing to the Canadian Agent for the account of the Senior Lenders the fees required to be paid in accordance with the Fee Letter.

7.5 **Interest and Fee Calculations and Payments**

7.5.1 *General*

Interest payable on any amount payable under this Agreement shall be (a) calculated upon the daily outstanding balance of such amount from (and including) the date it is first outstanding or advanced until (but excluding) the date it is paid or repaid in full to the Senior Lenders entitled thereto, (b) paid in the same currency in which such amount is denominated and (c) payable in arrears on each Interest Payment Date relative thereto and (if any relevant portion of the Total Commitment has been cancelled or otherwise reduced to nil) on the date the final principal amount thereof is paid in full based upon the actual number of days elapsed in the relevant period of calculation. Interest payable on each such amount shall be payable both before and after demand, default and judgment at the applicable rate set out in Section 7.1 with interest on overdue interest at the same rate (except to the extent provided otherwise in Subsection 7.1.7).

7.5.2 *Day Count Fraction*

Each rate of interest per annum payable on or in respect of any Canadian Prime Rate Loan or US Base Rate Loan is expressed on the basis of a three hundred and sixty-five (365) or three hundred and sixty-six (366) day year, as the case may be. Each Standby Fee in respect of the Canadian Facilities, Standby Instrument Fee, Applicable Margin for Adjusted Term CORRA and Adjusted Term CORRA is expressed on the basis of a three hundred and sixty-five (365) day year (or three hundred and sixty-six (366)). Each rate of interest per annum payable on or in respect of a SOFR Loan, the Term SOFR Reference Rate, the Adjusted Term SOFR, the Term SOFR, the Federal Funds Effective Rate, the New York Prime Rate, the Overnight Bank Funding Rate or Standby Fee in respect of the US Facilities is expressed on the basis of a three hundred and sixty (360) day year.

7.5.3 *Interest Act Compliance*

For the purposes of the *Interest Act* (Canada), any rate of interest made payable under the terms of this Agreement at a rate or percentage (the “**Contract Rate**”) for any period that is less than a consecutive 12 month period, such as a 360 or 365 day basis, (the “**Contract Rate Basis**”) is equivalent to the yearly rate or percentage of interest determined by multiplying the Contract Rate by a fraction, the numerator of which is the number of days in the consecutive 12 month period commencing on the date such equivalent rate or percentage is being determined and the denominator of which is the number of days in the Contract Rate Basis. Each Borrower confirms that it fully understands and is able to calculate the rates of interest and fees applicable to Advances based on the methodology for calculating per annum rates provided for in this Agreement. To the extent permitted by law, each Borrower hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to any Finance Document, that the interest or fees payable under any Finance Document and the calculation thereof has not been adequately disclosed to the Borrower, whether pursuant to section 4 of the *Interest Act* (Canada) or any other Applicable Law or legal principle.

7.5.4 *No Deemed Reinvestment*

The principle of deemed reinvestment of interest shall not apply to any interest, discount or Fee calculation under this Agreement.

7.5.5 *Rates are Nominal Rates*

The rates of interest, discount and Fees stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.

7.5.6 *Changes in the Floating Rate*

Changes in each Floating Rate will cause an immediate adjustment of interest payable on or in respect of the corresponding Floating Rate Loans outstanding from time to time, without the necessity of any notice to any Borrower.

7.6 Increased Costs

7.6.1 *Change in Law*

If any Change in Law:

- (a) subjects any Finance Party (or its Holding Body Corporate) to, or causes the withdrawal or termination of a previously available exemption with respect to, any Taxes or changes the basis of taxation of payments due to any Finance Party or increases any Taxes payable by any Finance Party (or its Holding Body Corporate) on or in respect of payments of principal, interest, fees or other amounts payable by any Borrower to that Finance Party under this Agreement or any other Finance Document (other than the Finance Party's Own Taxes);
- (b) imposes, modifies or deems applicable any reserve, liquidity, cash, margin, special deposit, deposit insurance or assessment, or any other regulatory or similar requirement against assets held by, or deposits with or for the account of, or loans or commitments by, or any other acquisition of funds for loans by, any Finance Party, (or its Holding Body Corporate), or on any unutilized portion of any Credit Facility, or on any obligation of any Finance Party under any Finance Document;
- (c) imposes on any Finance Party (or its Holding Body Corporate) any Taxes on reserves or deemed reserves in respect of the undrawn portion of any Credit Facility or any "transaction tax" that is not based on such Finance Party's net income;
- (d) requires any Finance Party (or its Holding Body Corporate) to maintain any liquidity, capital adequacy or additional capital requirement (including a requirement which affects that Finance Party's (or its Holding Body Corporate's) allocation of capital resources to its obligations) in respect of any Credit Facility, its Rateable Share in any Advance, any Permitted Derivative, this Agreement or that Finance Party's obligations hereunder or under any other Finance Document, or imposes any other condition or requirement with respect to the maintenance by any Finance Party (or its Holding Body Corporate) of a contingent liability with respect to any Credit Facility, its Rateable Share in any Advance or any Permitted Derivative; or
- (e) imposes on any Finance Party (or its Holding Body Corporate) any other condition or requirement with respect to this Agreement, any other Finance Document, a Credit Facility or any Permitted Derivative,

and such Finance Party (in this Section 7.6, the "**Affected Finance Party**"), acting reasonably, determines (which determination shall be conclusive and bind each Borrower) that such occurrence has the effect of:

- (i) increasing the cost to the Affected Finance Party (or its Holding Body Corporate) of agreeing to make or making, maintaining or funding its Rateable Share in any Advance, any Permitted Derivative or any portion of any thereof;

- (ii) reducing the net income received by the Affected Finance Party (or its Holding Body Corporate) in respect of this Agreement, any Credit Facility, its Rateable Share in any Advance, any Permitted Derivative or any portion of any thereof;
- (iii) directly or indirectly reducing the effective return to the Affected Finance Party (or its Holding Body Corporate) under any Finance Document on its overall capital as a result of the Affected Finance Party entering into such Finance Document or as a result of any of the transactions or obligations contemplated by such Finance Document; or
- (iv) causing the Affected Finance Party to make any payment or to forego any interest, fees or other return on or calculated by reference to any sum received or receivable by that Finance Party under any Finance Document,

then, upon demand from time to time being made to the Relevant Borrower by the Relevant Agent on behalf of the Affected Finance Party accompanied in each case by a certificate of the Affected Finance Party documenting the relevant calculations of the compensation being claimed by the Affected Finance Party, the Relevant Borrower shall forthwith pay to the Affected Finance Party such additional amounts as are set out in each such certificate in order to fully compensate the Affected Finance Party (or its Holding Body Corporate) for such additional cost, reduction, payment, foregone interest or other return.

7.6.2 Exclusions

Subsection 7.6.1 does not apply to the extent the additional cost, reduction, payment, foregone interest or other return is attributable to a tax deduction for which right or entitlement to compensation is adequately provided for in Section 7.9 or would be if not for the application of Section 7.10.3.

7.7 Market Disruption

7.7.1 Inability to Determine US Rates

Subject to Subsection 7.7.3, if, on or prior to the first day of any Interest Period for any SOFR Loan:

- (a) A Relevant Agent determines (which determination shall be conclusive and binding absent manifest error) that Term SOFR cannot be determined pursuant to the definition thereof,
- (b) the Required Lenders determine that for any reason in connection with any request for a SOFR Loan or a Conversion thereto or a Rollover thereof that Term SOFR for any requested Interest Period with respect to a proposed SOFR Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such SOFR Loan, and the Required Lenders have provided notice of such determination to the Relevant Agent,

the Relevant Agent will promptly so notify Mattr, the other Relevant Agent and each Lender. Upon notice thereof being given by the Relevant Agent to Mattr, any obligation of the Lenders to make SOFR Loans, and any right of the Relevant Borrowers to Rollover SOFR Loans or to Convert US Base Rate Loans or, as the case may be, New York Prime Rate Loans to SOFR Loans, shall be suspended (to the extent of the affected SOFR Loans or affected Interest Periods) until the Canadian Agent (with respect to clause (b), at the instruction of the Required Lenders) revokes such notice. Upon receipt of such notice, (i) the Relevant Borrowers may revoke any pending request for a Borrowing or Rollover of or Conversion to SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing that, the Relevant Borrowers will be deemed to have converted any such request into a request for a Borrowing of or Conversion to US Base Rate Loans or, as the case may be, New York Prime Rate Loans in the amount specified therein and (ii) any outstanding affected SOFR Loans will be deemed to have been Converted into US Base Rate Loans or, as the case may be, New York Prime Rate Loans at the end of the applicable Interest Period. Upon any such Conversion, the Relevant Borrowers shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Subsection 16.2.2. Subject to Subsection 7.7.3, if a Relevant Agent determines (which determination shall be conclusive and binding absent manifest error) that Term SOFR cannot be determined pursuant to the definition thereof on any given day, the interest rate on New York Prime Rate Loans shall be determined by the US Agent without reference to Clause (iv) of the definition of New York Prime Rate until the US Agent revokes such determination.

7.7.2 Inability to Determine Canadian Rates

- (a) Subject to Subsection 7.7.4, if, on or prior to the first day of any Interest Period for any Term CORRA Loan or Daily Compounded CORRA Loan, as applicable:
 - (i) the Relevant Agent determines acting reasonably and in good faith (which determination shall be conclusive and binding absent manifest error) that “Adjusted Term CORRA” or “Adjusted Daily Compounded CORRA”, as applicable, cannot be determined pursuant to the definition thereof, for reasons other than a Canadian Benchmark Transition Event; or
 - (ii) the Required Lenders acting reasonably and in good faith determine that for any reason in connection with any request for a Term CORRA Loan or Daily Compounded CORRA Loan, as applicable, or a conversion thereto or a continuation of that Term CORRA Loan or Daily Compounded CORRA Loan, as applicable, for any requested Interest Period with respect to a proposed Term CORRA Loan or Daily Compounded CORRA Loan, as applicable, does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, and the Required Lenders have provided notice of such determination to the Relevant Agent, the Relevant Agent will promptly so notify the Borrowers and each Lender.
- (b) Upon delivery of such notice by the Relevant Agent to the Borrowers under paragraph (a) immediately above, any obligation of the Lenders to make Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, and any right of the Borrowers to continue Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, or to convert Canadian Prime Rate Loans to Term CORRA Loans or to Daily Compounded CORRA Loans shall be

suspended (to the extent of the affected CORRA Loans or affected Interest Periods) until the Relevant Agent (with respect to clause (a)(ii) immediately above, at the instruction of the Required Lenders) revokes such notice.

(c) Upon receipt of such notice by the Relevant Agent to the Borrowers under paragraph (a) immediately above, (i)(x) the Relevant Borrower may revoke any pending request for a Borrowing or Rollover of or Conversion to Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, (to the extent of the affected Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, or affected Interest Periods) and (y) in respect of Term CORRA Loans, the Relevant Borrower may elect to convert any such request into a request for a Borrowing of or Conversion to Daily Compounded CORRA Loans; or, failing such revocation or election, (z) the Relevant Borrower will be deemed to have converted any such request into a request for a Borrowing of or Conversion to Canadian Prime Rate Loans, in the amount specified therein; and (ii)(x) in respect of Term CORRA Loans, the Relevant Borrower may elect to convert any outstanding affected Term CORRA Loans at the end of the applicable Interest Period, into Daily Compounded CORRA Loans, and (y) otherwise, or failing such election, any outstanding affected Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, will be deemed to have been converted, at the end of the applicable Interest Period, into Canadian Prime Rate Loans. Upon any such Conversion, the Relevant Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required pursuant to Subsection 7.7.5.

7.7.3 Benchmark Replacement Setting

Notwithstanding anything to the contrary herein or in any other Loan Document (and any Derivative shall be deemed not to be a “Loan Document” for the purposes of this Subsection 7.7.3):

- (a) Benchmark Replacement. If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with paragraph (a) 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 paragraph (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 any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such 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 Canadian Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders. If the Benchmark Replacement is 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 Canadian Agent 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) Notices; Standards for Decisions and Determinations. The Canadian Agent will promptly notify Mattr and the Lenders 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 Canadian Agent will notify Mattr of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Subsection 7.7.3(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Canadian Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Subsection 7.7.3, 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 Subsection 7.7.3.
- (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 the then-current Benchmark is a term rate (including 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 the Canadian Agent in its reasonable discretion or (B) 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, then the Canadian Agent 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 or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Canadian Agent 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 Mattr’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Relevant Borrowers

may revoke any pending request for a SOFR Drawdown of, Conversion to or Rollover of SOFR Loans to be made, Converted or Rolled-over during any Benchmark Unavailability Period and, failing that, Relevant Borrowers will be deemed to have converted any such request into a request for a Drawdown of, Conversion to or Rollover of US Base Rate Loans or, as the case may be, New York Prime Rate Loans. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of New York Prime Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of New York Prime Rate.

- (f) Definitions. Definitions. The following terms are used in this Subsection 7.7.3 with the respective defined meanings set forth below:

“**Adjusted Term SOFR**” mean with respect to any tenor, the per annum rate equal to the sum of (i) Term SOFR plus (ii) of [percentage redacted] ([percentage redacted]).

“**Available Tenor**” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (i) 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 pursuant to this Agreement or (ii) 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 pursuant to this Agreement, 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 Subsection 7.7.3(d).

“**Benchmark**” means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the 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 Subsection 7.7.3(a).

“**Benchmark Replacement**” means, with respect to any Benchmark Transition Event,

- (a) the sum of (i) Daily Simple SOFR plus (ii) [percentage redacted] ([percentage redacted]); or
- (b) the sum of: (i) the alternate benchmark rate that has been selected by the Canadian Agent and Matttr 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 the then-current Benchmark for US

Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) 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 the 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 Canadian Agent and Mattr giving due consideration to (i) 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 (ii) 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 US Dollar-denominated syndicated credit facilities at such time.

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

- (a) in the case of paragraph (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 paragraph (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 the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such paragraph (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 paragraph (a) or (b) 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 the occurrence of one or more of the following events with respect to the then-current 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 USFRB, the NYFRB, 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), 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 the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

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, the period (if any) (i) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Subsection 7.7.3 and (ii) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with this Subsection 7.7.3.

“Conforming Changes” means, with respect to either the use or administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “New York Prime Rate” the definition of “Business Day” the definition of “U.S. Government Securities Business Day” the definition of “Interest Period” or any similar or analogous definition (or the addition of a concept of “interest period”), timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion, rollover or continuation notices, the applicability and length of lookback periods, the applicability of Subsection 16.2.2 and other technical, administrative or operational matters) that a Relevant Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Relevant Agent in a manner substantially consistent with market practice (or, if the Relevant Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Relevant Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Relevant Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

“Daily Simple SOFR” means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Canadian Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for syndicated business loans; provided, that if the Canadian Agent decides that any such convention is not administratively feasible for the Canadian Agent, then the Canadian Agent may establish another convention in its reasonable discretion.

“Floor” means a rate of interest equal to zero percent (0%) per annum.

“Periodic Term SOFR Determination Day” has the meaning specified in the definition of “Term SOFR”.

“Relevant Governmental Body” with respect to a Benchmark Replacement in respect of Loans denominated in US Dollars means the NYFRB or a committee officially endorsed or convened by the NYFRB, or any successor thereto.

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

“SOFR Administrator” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“Term SOFR” means,

- (a) for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the **“Periodic Term SOFR Determination Day”**) that is two (2)

U.S. Government Securities Business Days prior to the first (1st) day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first (1st) 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 (1st) preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

- (b) for any calculation with respect to a New York Prime Rate Loan on any day, the Term SOFR Reference Rate for a tenor of one (1) month on the day (such day, the “**New York Prime Rate Term SOFR Determination Day**”) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any New York Prime Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first (1st) 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 (1st) preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such New York Prime Rate Term SOFR Determination Day;

provided, further, that if Term SOFR determined as provided above (including pursuant to the proviso under paragraph (a) or clause (b) above) shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

“**Term SOFR Administrator**” means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Canadian Agent in its reasonable discretion).

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

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

7.7.4 *Canadian Benchmark Replacement Setting.*

Notwithstanding anything to the contrary herein or in any other Loan Document (and any Derivative shall be deemed not to be a “Loan Document” for the purposes of this Subsection 7.7.4):

(a) If a Canadian Benchmark Transition Event and its related Canadian Benchmark Replacement Date have occurred prior to any setting of the then-current Canadian Benchmark, then (x) if a Canadian Benchmark Replacement is determined in accordance with clause (a) of the definition of “Canadian Benchmark Replacement” for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace such Canadian Benchmark for all purposes hereunder and under any Loan Document in respect of such Canadian Benchmark setting and subsequent Canadian 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 Canadian Benchmark Replacement is determined in accordance with clause (b) of the definition of “Canadian Benchmark Replacement” for such Canadian Benchmark Replacement Date, such Canadian Benchmark Replacement will replace such Canadian Benchmark for all purposes hereunder and under any Loan Document in respect of any Canadian Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Canadian 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 Relevant Agent has not received, by such time, written notice of objection to such Canadian Benchmark Replacement from Lenders comprising the Required Lenders.

(b) In connection with the use, administration, adoption or implementation of a Canadian Benchmark Replacement, the Relevant Agent will have the right to make Canadian Benchmark Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Loan Document, any amendments implementing such Canadian Benchmark Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) The Relevant Agent will promptly notify the Borrowers and the Lenders of (i) the implementation of any Canadian Benchmark Replacement and (ii) the effectiveness of any Canadian Benchmark Conforming Changes in connection with the use, administration, adoption or implementation of a Canadian Benchmark Replacement. The Relevant Agent will notify the Borrowers of (x) the removal or reinstatement of any tenor of a Canadian Benchmark pursuant to paragraph (d) of this Subsection and (y) the commencement of any Canadian Benchmark Unavailability Period. Any determination, decision or election that may be made by the Relevant Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Subsection 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 Subsection.

(d) Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Canadian Benchmark Replacement), (i) if the then-current Canadian Benchmark is a term rate (including Term CORRA)

and either (A) any tenor for such Canadian Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Relevant Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Canadian Benchmark has provided a public statement or publication of information announcing that any tenor for such Canadian Benchmark is not or will not be representative, then the Relevant Agent may modify the definition of “Interest Period” (or any similar or analogous definition or provision referred to in any such definition) for any Canadian Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Canadian Benchmark (including a Canadian Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Canadian Benchmark (including a Canadian Benchmark Replacement), then the Relevant Agent may modify the definition of “Interest Period” (or any similar or analogous definition or provision referred to in any such definition) for all Canadian Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) Upon the Borrowers’ receipt of notice of the commencement of a Canadian Benchmark Unavailability Period, the Relevant Borrower may revoke any pending request for a borrowing of, conversion to or continuation of Loans, which are of the type that have a rate of interest determined by reference to the then-current Canadian Benchmark, to be made, converted or continued during any Canadian Benchmark Unavailability Period and, failing that, the Relevant Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to, (i) for a Canadian Benchmark Unavailability Period in respect of Term CORRA, Daily Compounded CORRA Loans, and (ii) for a Canadian Benchmark Unavailability Period in respect of a Canadian Benchmark other than Term CORRA, Canadian Prime Rate Loans.

7.7.5 *Compensation for Losses.*

In the event of (a) the payment of any principal of any CORRA Loan prior to the last day of an Interest Period (including as a result of an Event of Default), (b) the conversion of any CORRA Loan other than on the last day of the Interest Period or (c) the failure to borrow, convert, continue or prepay any Loan or Standby Instrument on the date specified in any notice delivered pursuant hereto, then, in any such event, the Borrowers shall, after receipt of a written request by any Lender affected by any such event (which request shall set forth in reasonable detail the basis for requesting such amount), compensate each Lender for the loss, cost and expense attributable to such event. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Subsection delivered to the Borrowers shall be presumptively correct absent manifest error. The Borrowers shall pay such Lender the amount shown as due on any such certificate within ten (10) days after receipt of such demand.

7.8 **Illegality**

If at any time any Lender, acting reasonably, determines (which determination shall be conclusive and bind each Borrower) that under any Applicable Law it is or has become unlawful or impossible for that Lender (in this Section 7.8, the “**Restricted Lender**”) to make, fund or maintain any Advance or its Rateable Share in any Advance or to give effect to its obligations in respect of such Advance (an “**Affected Advance**”), the Restricted Lender will promptly notify the Relevant Agent which shall promptly notify the Relevant Borrowers. Upon giving such notice the

obligation of the Restricted Lender to make or continue any Advance or its Rateable Share in any Affected Advance shall be suspended for so long as such condition exists. Thereafter, and until the Relevant Agent notifies the Relevant Borrowers otherwise, the Relevant Borrowers shall not have the right to require such Restricted Lender to make any Affected Advance or its Rateable Share of such Affected Advance available in the manner requested. Rather, except as otherwise provided in the next sentence, if such Affected Advance was denominated in Canadian Dollars or US Dollars under the Canadian Facilities or the US Facilities, such Rateable Share shall be made available by way of an advance in the same currency which shall bear interest payable in the same manner as any Canadian Prime Rate Loan (if it is denominated in Canadian Dollars) or New York Prime Rate Loan or US Base Rate Loan (if it is denominated in US Dollars) under the applicable Credit Facility from the expiry of the applicable Interest Period. If, however, the Affected Advance is a Canadian Prime Rate Loan, New York Prime Rate Loan or a US Base Rate Loan under any of the Canadian Facilities or the US Facilities, the Relevant Borrower shall forthwith prepay the Restricted Lender's Rateable Share of such Affected Advance and the Restricted Lender shall not be required to make any such Affected Advance or its Rateable Share of such Affected Advance available in any manner. If the Affected Advance is a Standby Instrument, the Relevant Borrower shall forthwith pay to the Relevant Agent, for the account of the Relevant Issuing Bank, the amount of the Restricted Lender's Rateable Share of such Affected Advance to be applied in prepayment of the Relevant Borrower's obligations under Subsection 4.2.2 in respect of such Restricted Lender's Rateable Share of such Affected Advance or Cash Collateralize with the Relevant Agent the Restricted Lender's Rateable Share of the Standby Instrument Exposure under such Affected Advance until such Standby Instrument expires or is drawn upon, whereupon the Relevant Agent shall, subject to Section 14.2, account for and return to the Relevant Borrower any overpayment. Notwithstanding anything herein to the contrary, if at any time any Lender, acting reasonably, determines (which determination shall be conclusive and bind each Borrower) that under any Applicable Law it is or has become unlawful or impossible for that Lender (the "**Impacted Lender**") and together with any Restricted Lenders, collectively, the "**Affected Lenders**" and each an "**Affected Lender**") to make any Advance to a specific Borrower (the "**Affected Borrower**"), the Impacted Lender will promptly notify the Relevant Agent which shall promptly notify the Relevant Borrowers. Upon giving such notice, the Impacted Lender shall not be required to make any further Advances to such Affected Borrower, and the Affected Borrower shall forthwith prepay such Impacted Lender's Rateable Share of any Advances then outstanding to the Affected Borrower.

7.9 Taxes Generally

7.9.1 No Withholding; Gross-Up Requirement

Each payment required to be made by each Borrower under each Finance Document shall be made without set-off or counterclaim, free and clear of, and without deduction or withholding for or on account of, any Taxes, except to the extent such deduction or withholding is required by any Applicable Law, as modified by the administrative practice of any relevant governmental authority, then in effect. To the extent and each time that a Borrower (in this Section 7.9, the "**Affected Payor**") is so required to deduct or withhold Taxes from any such payment to or for the account of any Finance Party (in this Section 7.9, the "**Affected Finance Party**"), then the Affected Payor will (a) promptly notify the Relevant Agent of such requirement, (b) promptly pay when due to the relevant governmental authority the full amount required to be

deducted or withheld (including the full amount of Taxes required to be deducted or withheld from any additional amount paid by the Affected Payor to or for the account of the Affected Finance Party under this Subsection 7.9.1), (c) promptly forward to the Affected Finance Party an official receipt (or a certified copy), or other evidence reasonably acceptable to the Relevant Agent, evidencing such payment to such governmental authority and (d) except as expressly provided otherwise in Subsection 7.10.3 or in respect of a Finance Party's Own Taxes, forthwith pay to the Affected Finance Party, in addition to the payment to which the Affected Finance Party is otherwise entitled under such Finance Document, such additional amount as is necessary to ensure that the net amount actually received by the Affected Finance Party (free and clear of Taxes, whether assessed against the Affected Payor or the Affected Finance Party) will equal the full amount the Affected Finance Party would have received had no such deduction or withholding been required.

7.9.2 Indemnity

If an Affected Payor fails to pay to the relevant governmental authority when due any Taxes that it was required to deduct or withhold under Subsection 7.9.1 in respect of any payment to or for the benefit of any Affected Finance Party under any Finance Document or fails to promptly furnish the Relevant Agent with the documentation referred to in Clause (c) of Subsection 7.9.1, the Affected Payor shall forthwith on demand fully indemnify the Affected Finance Party on a full indemnity after-Taxes basis from and against any Taxes (including interest and penalties), losses and expenses which the Affected Finance Party may suffer or incur as a result of such failure. Notwithstanding any other provision of this Agreement, the Relevant Agent shall be entitled to make a deduction or withholding from any payment which it makes under this Agreement for or on account of any present or future taxes, duties, assessments or government charges if and to the extent so required by Applicable Law, in which event such Agent shall make such payment after such withholding or deduction has been made and shall account to the relevant authorities for the amount so withheld or deducted.

7.9.3 General Tax Indemnity

Without duplication of any other indemnity under this Agreement, and notwithstanding any provision of this Agreement to the contrary, the Borrowers agree to indemnify the Finance Parties (including their direct or indirect beneficial owners) for the full amount of any Taxes (other than a Finance Party's Own Taxes and other than as expressly provided in Subsection 7.10.3) that arise from any payment made under this Agreement (or from the execution, delivery, filing, recording or registration of, or otherwise with respect to, this Agreement), and the full amount of any Taxes imposed by any jurisdiction on amounts payable under this Subsection 7.9.3, any liability (including penalties, interest and expenses) arising thereon with respect thereto. Amounts payable by the Borrowers under the indemnity set forth in this Subsection 7.9.3 shall be paid within ten (10) days from the date on which the party seeking indemnification hereunder makes written demand therefor, which demand shall be conclusive as to the amount of such indemnity absent manifest error.

7.9.4 Indemnity for Additional Income Tax

An Affected Payor shall also indemnify each Affected Finance Party, on a full indemnity after-Taxes basis, for any additional Taxes on net income that such Affected Finance

Party may be obliged to pay as a result of the payment by the Affected Payor of any amount under this Section 7.9.

7.9.5 Refund

If an Affected Finance Party is, in its sole opinion, entitled to claim a refund or able to apply for or otherwise take advantage of any tax credit, tax deduction or similar benefit by reason of any withholding or deduction made by an Affected Payor in respect of a payment made by it hereunder which payment shall have been increased pursuant to Subsection 7.9.1, then such Affected Finance Party will use commercially reasonable efforts (to the extent it has the administrative controls in place to enable it to do so) to obtain such refund, credit, deduction or benefit and upon receipt thereof will (provided the Affected Payor has paid the amounts described in Clauses (b) and (d) of Subsection 7.9.1 and Subsections 7.9.2, 7.9.3 and 7.9.4) pay to the Affected Payor such amount (if any) not exceeding the increased amount paid by the Affected Payor as equals the net after tax value to such Affected Finance Party of such part of such refund, credit, deduction or benefit as it considers, acting reasonably, is allocable to such withholding or deduction having regard to all its dealings giving rise to similar credits, deductions or benefits in relation to the same tax period and to the cost of obtaining the same; provided that (x) nothing herein shall interfere with the right of any Affected Finance Party to arrange its tax affairs in whatever manner it deems fit and in particular no Affected Finance Party shall be under any obligation to claim relief from its corporate profits or similar tax liability in respect to any such deduction or withholding in priority to any other relief, claims, credits or deductions available to it, (y) no Affected Finance Party shall be obligated to disclose to any Affected Payor any information regarding its tax affairs or tax computations and (z) no Affected Finance Party will be required to designate a different office if it determines, acting reasonably, that it may suffer an economic, legal or regulatory loss and expense or disadvantage by doing so.

7.9.6 Other Taxes

Each Borrower shall pay, and shall indemnify and hold each Lender harmless from (on a full indemnity (after Taxes) basis), any Other Taxes.

7.9.7 Canadian Information Reporting

Any Canadian Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Finance Document shall deliver to the Borrower and the Agent, at the time or times reasonably requested by the Borrower or the Agent, such properly completed and executed documentation reasonably requested by the Borrower or the Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Canadian Lender, if reasonably requested by the Borrower or the Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the Agent as will enable the Borrower or the Agent to determine whether or not such Canadian Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation shall not be required if in the Canadian Lender's reasonable judgment such completion, execution or submission would subject such Canadian Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Canadian Lender.

7.10 U.S. Withholding Taxes

7.10.1 Warranties

Each US Lender represents and warrants to the US Borrowers as of the date of this Agreement or, as applicable, as of the date it becomes a US Lender provided no Default has occurred that is continuing at that time, that it is an Eligible US Lender.

7.10.2 IRS Forms

Subject to Subsection 7.10.4, each US Lender that is not incorporated or organized under the laws of the United States of America or a State thereof (each, a “**Foreign US Lender**”) agrees that it will, not less than 10 Business Days after the later of the date of this Agreement or the date it becomes a US Lender, deliver to the US Borrowers and the US Agent two duly completed copies of United States Internal Revenue Service Form W-8 BEN-E or W-8 ECI, certifying in each case whether or not that such Foreign US Lender is entitled, in any other manner of certification (such as that required to demonstrate that such Foreign US Lender is eligible for the “portfolio interest” exemption under the Internal Revenue Code), as the case may be, to receive payments from the US Borrowers under this Agreement without deduction or withholding of any United States federal income taxes. Each Foreign US Lender further undertakes to deliver to the US Borrowers and the US Agent:

- (a) renewals or additional copies of such form (or any successor form) on or before the date that such form expires or becomes obsolete (unless such forms cannot be delivered as a result of any Change in Law); and
- (b) after the occurrence of any event requiring a change in the most recent forms so delivered by it, such additional forms or amendments thereto as may be reasonably requested by the US Borrowers or the US Agent.

All forms or amendments described in the preceding sentence delivered while no Default is continuing shall certify that such Foreign US Lender is entitled to receive payments under this Agreement without deduction or withholding of any United States federal income taxes, unless an event (including any Change in Law) has occurred prior to the date on which any such delivery would otherwise be required which renders all such forms inapplicable or which would prevent such Foreign US Lender from duly completing and delivering any such form or amendment with respect to it and such Foreign US Lender advises the US Borrowers and the US Agent that it is not capable of receiving payments without any deduction or withholding of United States federal income tax.

7.10.3 Disentitlement

For any period during which a Foreign US Lender has failed to provide the US Borrowers with an appropriate form which it is obliged to deliver pursuant to Subsection 7.10.2 (unless such failure is due to a Change in Law occurring subsequent to the date on which a form originally was required to be provided hereunder), such Foreign US Lender shall not be entitled to indemnification under Section 7.9 with respect to United States federal income taxes that are imposed solely as a result of such failure; provided that, should a Foreign US Lender which is

otherwise exempt from or subject to a reduced rate of withholding tax become subject to United States federal income taxes because of its failure to deliver a form required under Subsection 7.10.2, the US Borrowers shall take such steps as such Foreign US Lender shall reasonably request to assist such Foreign US Lender to recover such United States federal income taxes.

7.10.4 Mitigation

Each Foreign US Lender that would not be entitled to deliver the United States Internal Revenue Service Forms referred to in Subsection 7.10.2 as of the date of this Agreement to the US Borrowers and which does not have a permanent establishment in the United States from which it could make its share of Advances available to the US Borrowers (a “**Non-Exempt Lender**”), shall designate an affiliate of it (a “**Designated Affiliate**”) which either would be entitled to deliver such United States Internal Revenue Service Forms or which is incorporated under the laws of the United States, or any State thereof, for the purposes of making such Non-Exempt Lender’s share in Advances to be made available to each US Borrower. Such Non-Exempt Lender shall cause its Designated Affiliate to sign a counterpart of this Agreement and deliver it to the US Agent, whereupon it shall be treated as a US Lender for the purposes of making available such Non-Exempt Lender’s share in any future Advance to the US Borrower. Such Designated Affiliate shall be entitled to all rights, and subject to all obligations, of the Non-Exempt Lender in respect of such Advances.

7.10.5 FATCA

If a payment made to a Lender under any Loan Document would be subject to U.S. federal deduction or withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to the applicable Borrower and the Agent at the time or times prescribed by law and at such time or times reasonably requested by the applicable Borrower or the Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by the applicable Borrower or the Agent as may be necessary for the applicable Borrower and the Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender’s obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Subsection 7.10.5, “FATCA” shall include any amendments made to FATCA after the date of this Agreement.

7.11 US Interest Rate Limitation

Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Advance made by the US Lenders, together with all fees, charges and other amounts that are treated as interest on such Advance under applicable law (collectively, the “**charges**”), shall exceed the maximum lawful rate (the “**maximum rate**”) that may be contracted for, charged, taken, received or reserved by the US Lenders holding such Advance in accordance with applicable law, the rate of interest payable in respect of such Advance hereunder, together with all of the charges payable in respect thereof, shall be limited to the maximum rate and, to the extent lawful, the interest and the charges that would have been payable in respect of such Advance

but were not payable as a result of the operation of this Section 7.11 shall be cumulated, and the interest and the charges payable to the US Lenders in respect of other Advances or periods shall be increased (but not above the maximum rate therefor) until such cumulated amount, together with interest thereon at the rate applicable to New York Prime Rate Loans to the date of repayment, shall have been received by the US Lenders.

7.12 *Criminal Code (Canada)*

If any provision of this Agreement or any other Loan Document would obligate any Borrower to make any payment of interest (for purposes of Section 347 of the *Criminal Code* (Canada)) or other amount payable to any Lender under any Loan Document in an amount or calculated at a rate which would result in a receipt by that Lender of interest at a criminal rate (as construed under the *Criminal Code* (Canada)), then notwithstanding that provision, if any payment, collection, demand or receipt pursuant to this Agreement or any of the other Loan Document in respect of such interest is determined to be contrary to the provisions of the *Criminal Code* (Canada), such payment, collection, demand or receipt shall be deemed to have been made by mutual mistake of such Lender and such Borrower and that amount or rate shall be deemed to have been adjusted with retroactive effect to the maximum amount or rate of interest, as the case may be, as would not result in a receipt by that Lender of interest at a criminal rate, the adjustment to be effected, to the extent necessary, (a) first, by reducing the amount or rate of interest required to be paid to such Lender under this Section 7.12 and (b) thereafter, by reducing any fees, commissions, premiums and other amounts required to be paid to such Lender which would constitute interest for purposes of Section 347 of the *Criminal Code* (Canada).

ARTICLE 8 REPAYMENT AND PREPAYMENT

8.1 *Maturity Reductions of each Credit Facility*

8.1.1 *Maturity Date*

Subject to Subsection 8.1.2, each Borrower shall repay to each Lender on the Maturity Date such Lender's Rateable Share of each outstanding Advance made to such Borrower under each Credit Facility. The Total Commitment shall permanently reduce to zero on the Maturity Date.

8.1.2 *Standby Instruments Expiring after the Maturity Date*

Each Relevant Borrower may, in lieu of making any payment pursuant to Subsection 8.1.1 in relation to any Standby Instrument outstanding on the Maturity Date, request a Relevant Issuing Bank to accept either (a) Cash Collateralization or (b) an irrevocable standby credit issued by a financial institution acceptable to the Relevant Issuing Bank and in form and substance and amount acceptable to the Relevant Issuing Bank (a "**Back-to-Back Standby Credit**"). In determining whether or not a financial institution that is proposed to issue a Back-to-Back Standby Credit, or the form and substance of any Back-to-Back Standby Credit, is acceptable to the Relevant Issuing Bank, the Relevant Issuing Bank will exercise its judgment in a reasonable manner. In addition to the credit rating of the proposed issuing financial institution, the institutional and country credit limits, as well as the corresponding banking relationships, of the

Relevant Issuing Bank, whether the country of issuance of the proposed Back-to-Back Standby Credit imposes exchange controls and the lack of confirmation of a local confirming bank in Canada, the United States or the European Union are some of the relevant factors that a Relevant Issuing Bank would be expected to take into account in exercising such judgment, and any refusal to accept a Back-to-Back Standby Credit based on any of these factors shall be regarded as a reasonable exercise of the Relevant Issuing Bank's judgment. The 'clean' standby conditions, amount and form of the proposed Back-to-Back Standby Credit are also some of the relevant factors that a Relevant Issuing Bank would be expected to take into account in exercising such judgment, and any refusal to accept a Back-to-Back Standby Credit based on any of these factors shall be regarded as a reasonable exercise of the Relevant Issuing Bank's judgment as well. Upon delivery of the Cash Collateralized Amount of such Standby Instrument to the Relevant Issuing Bank or an acceptable Back-to-Back Standby Credit to the Relevant Issuing Bank no later than five (5) Business Days before the Maturity Date, and an agreement ("**L/C Indemnity Documentation**") in form and substance satisfactory to the Relevant Issuing Bank (determined in the exercise of its judgment in a reasonable manner), being entered into between the Relevant Borrower and the Relevant Issuing Bank governing the terms and conditions applicable to the relevant Standby Instrument (including standby fees and indemnities), that Standby Instrument shall, as of the Maturity Date, (x) cease to be treated as a Standby Instrument issued under this Agreement, (y) the Relevant Borrowers and the Relevant Lenders shall be released of their respective obligations under this Agreement to the Relevant Issuing Bank in relation to such Standby Instrument and (z) the terms and conditions applicable to such Standby Instrument shall be governed by the L/C Indemnity Documentation and the documents governing the Cash Collateralization or (as the case may be) the acceptable Back-to-Back Standby Credit.

8.2 Voluntary Reductions of each Credit Facility

The Borrowers shall have the right at any time and from time to time to permanently cancel all or any unused portion of the Total Commitment; provided that no Default has occurred and is continuing. Such right may only be exercised by Mattr delivering a Cancellation Notice to the Agents specifying the proposed effective date of cancellation (which must be no less than thirty (30) days thereafter), each Credit Facility affected, and the amount of the Total Commitment to be cancelled (which must be in a principal amount of USD5,000,000 or a multiple of USD100,000 in excess thereof). The Total Commitment (and each component thereof affected by the cancellation) shall permanently reduce on the effective date of each such cancellation in the amount so cancelled. Each reduction in each Relevant Total Commitment pursuant to this Section 8.2 shall rateably reduce each Commitment comprised therein.

8.3 Mandatory Repayments of Credit Facilities

On the date of each reduction of each Lender's Commitment pursuant to Subsection 8.1.1 or Section 8.2, 8.5 or 8.11, each Relevant Borrower shall repay to the Relevant Agent for the account of such Lender such amount on account of such Lender's Rateable Share of Advances made to each Relevant Borrower under each Relevant Credit Facility as may be required to ensure that the Outstanding Amount of such Lender's Rateable Share of all Advances under each Relevant Credit Facility does not exceed its Commitment relative to each Relevant Credit Facility at that time after giving effect to that reduction. Such Lender shall apply any such amount so repaid in the manner provided for in Section 8.8.

8.4 Facility Excesses by Reason of Foreign Currency Fluctuations

8.4.1 *Relevant Revolving Facility*

If and each time the Relevant Agent determines (which determination shall be conclusive and bind the Relevant Borrowers, absent manifest error) that the Outstanding Amount of all Advances under any Relevant Revolving Facility exceeds the Relevant Total Commitment by more than two percent (2%) by reason of fluctuations in exchange rates, the Relevant Agent may request (or shall request if such excess is more than five percent (5%) of the Relevant Total Commitment) the Relevant Borrowers to repay the entire excess above the Relevant Total Commitment.

8.4.2 *Relevant Swing Line*

If and each time a Relevant Swing Line Lender determines (which determination shall be conclusive and bind the Relevant Borrowers absent manifest error) that the Outstanding Amount of all Advances under the Relevant Swing Line exceeds the Relevant Swing Line Commitment by more than two percent (2%) by reason of fluctuations in exchange rates, the Relevant Swing Line Lender may request (or shall request if such excess is more than five percent (5%) of the Relevant Swing Line Commitment) the Relevant Borrowers to repay the entire excess above the Relevant Swing Line Commitment.

8.4.3 *Repayment*

Within five (5) Business Days of the receipt of any repayment request made by a Relevant Agent or Relevant Swing Line Lender pursuant to Subsection 8.4.1 or 8.4.2, each Relevant Borrower with Advances outstanding under the Relevant Credit Facility shall repay to the Relevant Lenders or Relevant Swing Line Lender such Advances outstanding under such Relevant Credit Facility as may be required to ensure that such entire excess is eliminated.

8.5 Prepayment of Affected Lenders

Mattr shall have the right to permanently cancel without premium or penalty all, but not part, of each Commitment of each Affected Lender provided that no Default has occurred and is continuing. Such right may only be exercised by Mattr delivering a notice to the Relevant Agent advising of such cancellation and specifying the effective date of cancellation which must be no less than five (5) Business Days after and no later than 90 days after the Relevant Lender became an Affected Lender. Each Relevant Borrower shall prepay the Affected Lender's Rateable Share of all outstanding Advances on such effective date of cancellation, the Affected Lender's Commitments shall be reduced to nil and such Affected Lender shall be released from its obligations to lend hereunder. Unless such Affected Lender is replaced pursuant to Subsection 16.12.10, each Relevant Total Commitment shall reduce by the amount of the reduction in such Affected Lender's Commitment under each Relevant Credit Facility.

8.6 Voluntary Repayments before the Maturity Date

Each Relevant Borrower shall have the right at any time and from time to time to repay all or any portion of each Loan made to it under each Relevant Credit Facility which, (x) in

the case of a SOFR Loan, Term CORRA Loan or a Daily Compounded CORRA Loan, must be made on its current Period End Date and (y) in the case of a Daily Compounded CORRA Loan, all accrued and unpaid interest thereon must also be repaid at such time. In the case of each Relevant Revolving Facility, such right may only be exercised if the Relevant Borrower delivers a Repayment Notice to the Relevant Agent specifying the proposed repayment date (which must be no less than (x) three (3) U.S. Government Securities Business Days thereafter in the case of SOFR Loans, (y) three (3) Business Days thereafter in the case of CORRA Loans and (z) one (1) Business Day thereafter in the case of Floating Rate Loans) and the amount of such Loan to be repaid (which must be in a principal amount of \$2,000,000, or a whole number multiple of \$100,000 in excess thereof). The Relevant Borrower shall repay such Loan on such repayment date to the extent specified in such Repayment Notice. For the avoidance of doubt, Standby Instruments may not be voluntarily prepaid, but may be Cash Collateralized.

8.7 Repayment Notice

Before any mandatory or voluntary repayment of any Advance under any Relevant Revolving Facility, the Relevant Borrower under that Relevant Revolving Facility shall deliver a Repayment Notice to the Relevant Agent specifying the repayment or prepayment date of such Advance (which must be a Business Day occurring no less than (x) three (3) U.S. Government Securities Business Days thereafter in the case of SOFR Loans, (y) three (3) Business Days thereafter in the case of CORRA Loans and (z) one (1) Business Day thereafter in the case of Floating Rate Loans) and the amount of such Advance to be repaid or prepaid (which must be in a principal amount of \$2,000,000, or a whole number multiple of \$100,000 in excess thereof). The Relevant Borrower shall repay such Advance on such repayment or prepayment date to the extent specified in such Repayment Notice. For the avoidance of doubt, (a) CORRA Loans may only be voluntarily repaid or prepaid on their respective Period End Dates, (b) Standby Instruments may not be voluntarily prepaid, but may be Cash Collateralized, and (c) SOFR Loans and CORRA Loans may only be voluntarily repaid or prepaid on their respective Period End Dates.

8.8 Applications of Repayments and Prepayments

Any repayment or prepayment of any Advance by any Relevant Borrower under Section 8.1 shall be applied by the Relevant Agent (and the Relevant Agent may make such currency conversions as may be required to make such applications as it may see fit) (i) as specified in the related Repayment Notice if the Relevant Borrower has delivered a Repayment Notice for such Advance to the Relevant Agent satisfying the requirements of Section 8.7 and no Event of Default has occurred and is continuing at such time, (ii) in accordance with Section 16.3 if an Event of Default has occurred and is continuing at such time or (iii) as follows if the Relevant Borrower has not delivered a Repayment Notice for such Advance satisfying the requirements of Section 8.7 and no Event of Default has occurred and is continuing at such time:

- (a) first, to repay Floating Rate Loans owing by the Relevant Borrower under that Relevant Facility rateably to the Relevant Lenders entitled thereto to the extent thereof;
- (b) second, to repay SOFR Loans owing by the Relevant Borrower under that Relevant Facility rateably to the Relevant Lenders entitled thereto to the extent thereof;

- (c) *third*, to repay CORRA Loans owing by the Relevant Borrower under that Relevant Facility rateably to the Relevant Lenders entitled thereto to the extent thereof; and
- (d) *fourth*, to Cash Collateralize with the Relevant Issuing Bank the Relevant Borrower's obligations under Subsection 4.2.2 in respect of outstanding Standby Instruments denominated in Canadian Dollars issued under that Relevant Credit Facility until such Standby Instruments expire or are drawn upon, whereupon the Relevant Issuing Bank shall account to the Relevant Borrower for the amount so paid to it and, subject to Sections 14.2 and 16.3, return any overpayment to the Relevant Borrower.

8.9 Netting of Payments

If, on any date, payments of principal would be due and payable under this Agreement in the same currency by a Relevant Borrower to the Relevant Lenders, or any one of them, and by the Relevant Lenders, or such Relevant Lender, to that Relevant Borrower, in each case under the same Relevant Revolving Facility, then, on such date, unless notice is given by the Relevant Agent or such Relevant Lender (a copy of which notice shall be given by such Relevant Lender to the Relevant Agent simultaneously) stating that netting is not to apply to such payments, the obligations of each such party to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by that Relevant Borrower to the Relevant Lenders, or such Relevant Lender, exceeds the aggregate amount that would otherwise have been payable by the Relevant Lenders, or such Relevant Lender, to that Relevant Borrower or *vice versa*, such obligations shall be replaced by an obligation upon whichever of that Relevant Borrower or the Relevant Lenders, or such Relevant Lender, would have had to pay the larger aggregate amount to pay to the other the excess of the larger aggregate amount over the smaller aggregate amount.

8.10 Place of Payment of Principal, Interest and Fees

8.10.1 Payments to Senior Lenders Generally

Each payment of principal of, or interest or Fees computed on, any Advance and each other amount owing by each Borrower under or otherwise in respect of any Loan Document, except for payments made in respect of any Relevant Swing Line, shall be made by such Borrower to the Relevant Agent for the account of the Relevant Senior Lenders entitled thereto in the currency in which such Advance or other amount is denominated no later than 11:00 a.m. (local time in the place of payment) in immediately available, freely transferable, cleared funds for value on the due date (or on the next Local Banking Day if such due date is not a Local Banking Day) to the credit of the Relevant Agent's Accounts.

8.10.2 Payments under Relevant Swing Lines

Each payment of principal of, or interest or Fees computed on, any Swing Line Advance and each other amount owing by each Relevant Borrower under or otherwise in respect of any Relevant Swing Line, shall be made by such Relevant Borrower to the Relevant Swing Line Lender in the currency in which such Swing Line Advance or other amount is denominated no later than noon (local time in the place of payment) in immediately available, freely transferable,

cleared funds for value on the due date (or on the next Local Banking Day if such due date is not a Local Banking Day) to the credit of the Relevant Borrower's Accounts maintained with that Relevant Swing Line Lender.

8.11 Commitment Modification Requests

8.11.1 Request for Modification of Commitments

Mattr may, by notice to the Canadian Agent (a "**Commitment Modification Request**"), delivered not more than once during any Fiscal Quarter, request that the amounts comprised in the Total Revolving Commitment be reallocated amongst the Total Canadian Revolving Commitment and Total US Revolving Commitment. A Commitment Modification Request may request a change (increase or decrease) in each such component of the Total Revolving Commitment so long as after the Total Revolving Commitment determined after such reallocation is made would not exceed the amount of the Total Revolving Commitment in effect immediately before such reallocation is made.

8.11.2 Approval or Refusal by Each Relevant Swing Line Lender and Issuing Bank

Promptly following receipt of a Commitment Modification Request the Canadian Agent shall notify each of the Canadian Swing Line Lenders and each Canadian Issuing Bank of the Commitment Modification Request, and the US Agent of the Commitment Modification Request, who in turn shall notify each Relevant Swing Line Lender and Relevant Issuing Bank thereof, and each Relevant Agent shall request each Relevant Swing Line Lender and Relevant Issuing Bank to approve the modifications requested therein. Each Relevant Swing Line Lender and Relevant Issuing Bank may, in its sole discretion, elect to approve or refuse such Commitment Modification Request by notice to the Relevant Agent to such effect. Failure of a Relevant Swing Line Lender or Relevant Issuing Bank to respond to a Commitment Modification Request within fifteen (15) days of such request being made shall be deemed a refusal to approve such Commitment Modification Request. The US Agent shall promptly notify the Canadian Agent of those of the Relevant Swing Line Lender and Relevant Issuing Banks who have approved such Commitment Modification Request and those who have refused. The Canadian Agent shall, promptly following receipt of such information, notify Mattr of each Relevant Swing Line Lender and Relevant Issuing Bank who have approved such Commitment Modification Request and those who have refused. If any Relevant Swing Line Lender or Relevant Issuing Bank refuses to approve any Commitment Modification Request, the requested modification to the corresponding Relevant Revolving Commitments shall not take place.

8.11.3 Approval or Refusal by Each Relevant Lender

If each of the Relevant Swing Line Lender and each Relevant Issuing Bank under each Relevant Revolving Facility approves any Commitment Modification Request, the Relevant Agent shall promptly notify each Relevant Lender of the corresponding Commitment Modification Request and request each Relevant Lender to approve the modifications requested therein. Each Relevant Lender may, in its sole discretion, elect to approve or refuse such Commitment Modification Request by notice to the Relevant Agent to such effect. If a Relevant Lender or an Affiliate of that Relevant Lender is able to increase or assume a Relevant Revolving Commitment under a Relevant Revolving Facility so requested of the Relevant Lender pursuant to a

Commitment Modification Request in an amount that equals a reduction under another Relevant Revolving Commitment of that Relevant Lender pursuant to that Commitment Modification Request without suffering any legal, regulatory or economic loss and expense, that Relevant Lender will not unreasonably withhold its approval of the Commitment Modification Request. Failure of a Lender to respond to a Commitment Modification Request within fifteen (15) days of such request being made shall be deemed a refusal to approve such Commitment Modification Request. The US Agent shall promptly notify the Canadian Agent of those Relevant Lenders who have approved such Commitment Modification Request and those who have refused. The Canadian Agent shall, promptly following receipt of such information, notify Mattr and the US Agent of all Relevant Lenders who have approved such Commitment Modification Request and those who have refused.

8.11.4 Effective Date of Approved Modifications

On or before the thirtieth (30th) day following the day on which the Canadian Agent notifies Mattr and the US Agent of all Relevant Lenders who have approved any Commitment Modification Request, Mattr shall notify the Canadian Agent as to whether or not it wishes to modify the Commitments of the Lenders in accordance with the approvals and refusals of the Lenders to such Commitment Modification Request. If Mattr notifies the Canadian Agent that it does not wish to so modify the Commitments, then no such modification shall take place. If, however, Mattr notifies the Canadian Agent that it wishes to so modify the Commitments, then the Canadian Agent shall promptly notify the US Agent of such fact and the Commitments of those Relevant Lenders who have consented to such Commitment Modification Request shall be automatically modified as of the third (3rd) Business Day following the day on which Mattr notifies the Canadian Agent that it wishes to modify the Commitments to the extent they have agreed to the changes requested (the “**Commitment Modification Date**”) and each component of the Total Revolving Commitment shall be modified accordingly.

8.11.5 Updated Schedule 1

The Canadian Agent shall promptly provide Mattr, the Canadian Lenders and the US Agent (who, in turn will promptly provide to its Relevant Lenders) an updated Schedule 1 giving effect to the changes in the Relevant Revolving Commitments pursuant to this Section 8.11.

8.11.6 Adjusting Payments

On each Commitment Modification Date, each Relevant Agent shall determine the amount of adjusting payments that are required to be made amongst the Relevant Lenders to ensure that their respective shares in outstanding Advances under each Relevant Revolving Facility equal their respective Rateable Shares of each Relevant Revolving Facility based upon their respective Relevant Revolving Commitments. Each Relevant Lender shall advance to each Relevant Agent the amount of any such adjusting payment so required of it and the Relevant Agent shall, upon receipt, advance to each other Relevant Lender the amount of the corresponding adjusting payment required to be paid to it as determined above. The Relevant Borrowers shall be obliged to repay outstanding Advances under each Relevant Revolving Facility amongst the Relevant Lenders as adjusted pursuant to this Subsection 8.11.6. Adjusting payments in respect of CORRA Loans and SOFR Loans shall not take place until the Period End Dates of their respective Interest Periods.

8.12 Accordion Feature

8.12.1 Increases in Total Revolving Commitment

Mattr may at any time increase the Total Canadian Revolving Commitment or Total US Revolving Commitment (the “**Relevant Total Commitment**”) by notice to the Canadian Agent (the “**Accordion Notice**”) specifying the Relevant Total Commitment being increased, the amount of the increase, and either designate a bank organized under the laws of Canada, the United States of America or any constituent state member of the European Union that is not a Relevant Lender at the time to become an Accordion Lender or designate an existing Lender that has agreed to increase such Lender’s Commitment under the Relevant Revolving Facility. Any increase in the Relevant Total Commitment so requested by Mattr shall take effect on the date (the “**Accordion Effective Date**”) the Canadian Agent notifies the US Agent and Mattr that it is satisfied that (a) no Default has occurred that is continuing on the Accordion Effective Date, (b) the representations and warranties set forth in Section 12.1, if deemed repeated under Section 12.2, would be true, accurate and complete in all material respects (or in all respects in the case of any representation or warranty that is subject to a materiality qualification or measurement, such as a Material Adverse Effect) on and as of the Accordion Effective Date, (c) the total amount of all such increases in the Total Revolving Commitment does not exceed USD150,000,000, (d) any Accordion Lender that is not already a Lender shall have executed and delivered an appropriate Accordion Agreement, (e) any Accordion Lender that is already a Lender shall have confirmed in writing to the Canadian Agent its Commitment or increased Commitment under the Relevant Revolving Facility before the Accordion Effective Date and (f) the Agents shall have consented (such consent not to be unreasonably withheld or delayed) and the Swing Line Lenders and Issuing Banks shall have consented (in their sole discretion) to such increase and (if applicable) each Accordion Lender. The Canadian Agent shall be entitled to conclusively rely upon a Certificate from Mattr confirming satisfaction with the conditions set forth in Clauses (a) and (b) above.

8.12.2 Saving

No Lender shall be obligated in any way to increase its Commitment under any Relevant Revolving Facility.

8.12.3 Updated Schedule 1

The Canadian Agent shall promptly provide Mattr, the Canadian Lenders and the US Agent (who, in turn will promptly provide to its Relevant Lenders) an updated Schedule 1 giving effect to the changes in the Relevant Revolving Commitments pursuant to this Section 8.12.

8.12.4 Adjusting Payments

On each Accordion Effective Date, each Relevant Agent shall determine the amount of adjusting payments that are required to be made amongst the Relevant Lenders to ensure that their respective shares in outstanding Advances under each Relevant Revolving Facility equal their respective Rateable Shares of each Relevant Revolving Facility based upon their respective Relevant Revolving Commitments. Each Accordion Lender shall advance to each Relevant Agent

the amount of any such adjusting payment so required of it and the Relevant Agent shall, upon receipt, advance to each other Relevant Lender the amount of the corresponding adjusting payment required to be paid to it as determined above. The Relevant Borrowers shall be obliged to repay outstanding Advances under each Relevant Revolving Facility amongst the Relevant Lenders as adjusted pursuant to this Subsection 8.12.4. Adjusting payments in respect of CORRA Loans and SOFR Loans shall not take place until the Period End Dates of their current respective Interest Periods.

ARTICLE 9 CONDITIONS PRECEDENT

9.1 Entry Into Effect of the Amendment and Restatement

Upon satisfaction (or waiver in accordance with Section 9.7) of the conditions set forth in Section 9.2, this Agreement shall amend and restate the Existing Credit Agreement in its entirety and the Existing Credit Agreement as so amended and restated is hereby ratified and confirmed by the parties hereto. This Agreement is not intended by the parties to, and shall not constitute, a payment, discharge, satisfaction or novation of any obligation of any Borrower to any Senior Lender, including the whole or any item or part of the Loan Obligations (as defined in the Existing Credit Agreement) remaining outstanding and owing to any Senior Lender until paid in full in accordance with the provisions of this Agreement. Each Borrower hereby confirms to and agrees with each Agent and Lender that its Loan Obligations (as defined in the Existing Credit Agreement) shall continue in full force and effect in accordance with their respective terms (amended and restated, as applicable, by this Agreement). With effect from the Closing, (a) each Advance outstanding under each Relevant Revolving Facility (as each such term is defined in the Existing Credit Agreement) immediately before Closing shall continue as an Advance of the same Type outstanding under such Relevant Revolving Facility under this Agreement, (b) any Standby Instrument under each Credit Facility (as each such term is defined in the Existing Credit Agreement) outstanding immediately before Closing shall continue as a Standby Instrument outstanding under such Credit Facility under this Agreement and (c) each Floating Rate Loan outstanding under each Relevant Swing Line (as each such term is defined in the Existing Credit Agreement) immediately before Closing shall continue as a Floating Rate Loan of the same Type outstanding under such Relevant Swing Line under this Agreement.

9.2 Conditions Precedent to Amendment and Restatement

The amendments to and restatement of the Existing Credit Agreement contemplated by this Agreement shall not take effect until the Canadian Agent notifies Mattr, the US Agent and the Lenders that each of the following conditions has been satisfied or (to the extent not satisfied) waived in accordance with Section 9.7 to permit the amendments and restatement contemplated by this Agreement to occur:

- (a) the Canadian Agent has received and continues to hold each of the following documents (each in form and substance satisfactory to the Canadian Agent) in original form or, at the Agent's discretion, facsimile, pdf, electronic document or other copy:

- (i) a Certificate of Matttr (A) attaching true copies of (1) the Constitutional Documents of Matttr and (2) documents evidencing all necessary internal corporate action taken by Matttr to authorize the execution, delivery and performance by it of each Finance Document to which it is a party and the consummation of the transactions contemplated thereby and (B) certifying (1) incumbency and true signatures of its Senior Officers, and (2) that all of the conditions contained in paragraphs (d), (e), (f), (g) and (h) and of this Section 9.2 have been satisfied and (C) and such other matters as the Agents may reasonably require;
- (ii) a Certificate from each Guarantor listed in Schedule 3 (other than an Exempted Guarantor) (A) attaching true copies of (1) the Constitutional Documents of that Guarantor and (2) all necessary internal corporate, partnership, trust or other administrative or management action taken by that Guarantor to authorize the execution, delivery and performance of each Loan Document to which it is party, the creation of the Liens (if applicable) and the consummation of the transactions contemplated thereby, (B) certifying as to incumbency and true signatures of certain Responsible Officers of that Guarantor and (C) as to such other matters as the Canadian Agent may reasonably require;
- (iii) a certificate of status (or equivalent) with respect to each Obligor for its jurisdiction of incorporation or formation and, if the Canadian Agent so requires, any other jurisdiction in which any material assets of any such Obligor are located or such Obligor conducts material business, except to the extent that a jurisdiction does not provide such a certificate;
- (iv) this Agreement, the Fee Letter, each Confirmation of Guarantee and Confirmation of Guarantee and Security requested by the Canadian Agent and, to the extent not previously delivered, each other Loan Document listed in Schedule 16 duly executed by each party thereto;
- (v) to the extent not previously delivered, original certificates representing Capital Stock in each Secured Group Member, other than Matttr, which are required to be pledged to the Relevant Agents on or before Closing pursuant to the Loan Documents, accompanied by original stock transfers bearing effective endorsements in blank;
- (vi) updated certificates of insurance evidencing the insurance required to be maintained by Matttr under Subsection 13.2.8;
- (vii) either (A) all authorizations from governmental authorities or other persons required to enable each Obligor to execute, deliver, incur and perform its obligations under each Loan Document to which it is a party and to create the Liens (if applicable) and consummate the transactions contemplated thereby or (B) confirmation from Borrower's Counsel that such authorizations are not required;

- (viii) evidence that all registrations necessary or (in the judgment of the Relevant Agents) of advantage to create, preserve, protect or perfect the Security and the validity, effect, enforceability and priority thereof have been made and remain in full force and effect;
 - (ix) opinions from the Borrower's Counsel on such matters relative to each Obligor (other than local law opinions pertaining to an Exempted Guarantor) as the Relevant Agents (acting on the advice of Lenders' Counsel) shall reasonably require;
 - (x) *pro forma* consolidated financial projections for the Group, including income statements, balance sheets, cash flow projections, projected covenant calculations and capital expenditures budgets for the 2024, 2025 and 2026 Fiscal Years (broken out by Fiscal Quarter for the 2024 Fiscal Year), together with a statement of material assumptions;
 - (xi) a *pro forma* (for certainty inclusive of all Indebtedness as at the Closing Date) Compliance Certificate prepared as at the Closing Date based upon Mattr's financial results and financial position for the Test Period ended December 31, 2023;
 - (xii) all documentation and other information requested by the Agents to satisfy the requirements of bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the USA Patriot Act and a Beneficial Ownership Certification in relation to each Group Member that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation;
 - (xiii) a duly executed W-9 tax form (or other such applicable tax form) of the US Borrower;
 - (xiv) a report on the matters referred to in this Section 9.2 from the Lenders' Counsel addressed to the Agents; and
 - (xv) such other agreements, documents and instruments as either Agent may, in their sole discretion, reasonably require;
- (b) registration of the Security created under the Security Documents to which each Obligor is party under the PPSA, UCC or wheresoever else required by the Agent;
 - (c) control (as contemplated by the PPSA, the UCC or equivalent, if applicable) in any other applicable jurisdiction, in favour of each Relevant Agent shall have been established for all Security over Collateral, which at the request of a Relevant Agent, is to be perfected by such control;
 - (d) payment to the Canadian Agent (or arrangements satisfactory to the Canadian Agent have been made to ensure payment to the Canadian Agent) before or contemporaneously with Closing of (A) all Fees payable to the Senior Lenders and

Co-Lead Arrangers pursuant to or otherwise in connection with this Agreement and the Fee Letter on Closing and (B) all reasonable fees, costs and expenses (invoiced or estimated), or if applicable, agreed-to fixed or capped fee amounts, payable by the Canadian Agent to the Lenders' Counsel in respect of the negotiation, execution, delivery and entry into effect of this Agreement, the other Loan Documents and any other document related to or entered into in anticipation of this Agreement and the administration and implementation thereof;

- (e) no action, suit, proceeding or investigation shall be pending or, to the knowledge of any Group Member, threatened in any court or before any arbitrator or any governmental authority to enjoin, restrain, or prohibit, or to obtain substantial damages in respect of, or which is related to or arises out of this Agreement or any other Loan Document or the consummation of any of the transactions contemplated hereby or thereby;
- (f) no Material Adverse Change has occurred since December 31, 2023;
- (g) no Default or Event of Default has occurred that is continuing; and
- (h) each of the representations and warranties of the Borrower under Section 12.1 is true, accurate and complete in all respects as of the Closing Date.

9.3 Conditions to all Drawdowns

The Relevant Lenders shall not be obliged to make or allow, and no Borrower shall be entitled to request or receive, any Drawdown, including the first Drawdown, under any Relevant Credit Facility, unless the Closing Date has occurred and the terms and conditions set out below in respect of such Drawdown have been and remain satisfied (or waived in accordance with Section 9.7 to permit such Drawdown to take place):

- (a) the Relevant Agent has received a duly completed Borrowing Request for such Drawdown complying with the applicable provisions of Section 2.4, if such Drawdown is being made under a Relevant Revolving Facility;
- (b) each of the representations and warranties deemed to be repeated under Section 12.2 is true, accurate and complete in the manner contemplated thereby as of the date such Drawdown is requested and as of the proposed Drawdown Date as though made on and as of each such date;
- (c) no Default has occurred that is continuing on the date such Drawdown is requested or on the proposed Drawdown Date, nor would any Default result after giving effect to the requested Drawdown;
- (d) no Material Adverse Change has occurred that is continuing on the date such Drawdown is requested or on the proposed Drawdown Date, nor would any Material Adverse Change result after giving effect to the requested Drawdown; and

- (e) each of the terms and conditions applicable to such Drawdown contained in this Agreement shall have been fully complied with in all material respects.

9.4 Conditions to Conversions and Rollovers

The Relevant Lenders shall not be obliged to make or allow, and no Relevant Borrower shall be entitled to request, any Conversion to a SOFR Loan or CORRA Loan or any Rollover under any Relevant Credit Facility unless the terms and conditions set out below in respect of such Conversion or Rollover have been and remain satisfied (or waived in accordance with Section 9.7 to permit such Conversion or Rollover to take place):

- (a) the Relevant Agent has received a duly completed Borrowing Request for such Conversion or Rollover complying with the applicable provisions of Section 6.1 or 6.2, respectively;
- (b) each of the representations and warranties deemed to be repeated under Section 12.2 is true, accurate and complete in the manner contemplated thereby as of the date such Conversion or Rollover is requested and as of the proposed Conversion Date or Rollover Date;
- (c) no Default has occurred that is continuing on the date such Conversion or Rollover is requested or on the proposed Conversion Date or Rollover Date, nor would any Default result after giving effect to the Requested Conversion or Rollover;
- (d) no Material Adverse Change has occurred that is continuing on the date such Conversion or Rollover is requested or on the proposed Conversion Date or Rollover Date, nor would any Material Adverse Change result after giving effect to the requested Conversion or Rollover; and
- (e) each of the other terms and conditions applicable to such Conversion or Rollover contained in this Agreement shall have been fully complied with in all material respects.

9.5 Deemed Conversion of Outstanding BAs

(a) Each party to this Agreement confirms, acknowledges and agrees that notwithstanding anything in this Agreement to the contrary:

- (i) Any issues of Acceptances (as such term is defined in the Existing Credit Agreement) outstanding under the Credit Facilities immediately prior to Closing (each, an “**Outstanding BA**”):
 - (A) constitute part of the Finance Obligations of the Borrowers under this Agreement;
 - (B) shall automatically convert to a Term CORRA Loan with a one (1) month Interest Period (or such other Interest Period as the Relevant Borrower may specify pursuant to a Borrowing Request delivered to the Canadian Agent in advance of the expiry of the applicable

Outstanding BA) without any further notice, action or consent from the Borrowers (the applicable date of conversion of such applicable Outstanding BA referred to herein as the “**Deemed Conversion Date**”); and

- (C) should an Event of Default occur and be continuing prior to the applicable expiry date of the applicable Outstanding BA, without limiting anything else contained herein, the Borrowers shall at the request of the Canadian Agent immediately pay to the Canadian Agent, for and on behalf of the Lenders, an amount equal to the aggregate amount of such applicable Outstanding BA as determined by the Canadian Agent, which such amount shall be held by the Canadian Agent for and on behalf of the Lenders in satisfaction of the Finance Obligations to the Lenders in respect of such applicable Outstanding BA.
- (b) All relevant defined terms (or any applicable portions thereof) and all relevant provisions (or any applicable portions thereof) of the Existing Credit Agreement continue to apply to and govern the Outstanding BAs under this Agreement, *mutatis mutandis*, until each Outstanding BA is converted on the Deemed Conversion Date to a Term CORRA Loan in accordance with the terms of Section 9.5(a).

9.6 Accrued Interest and Fees under the Existing Credit Agreement

On or before the Closing Date, each Agent will determine and notify each Relevant Borrower and Relevant Lender of the amounts of all interest, Fees and other amounts accrued and payable under the Existing Credit Agreement to the Relevant Agent and the Relevant Lenders (other than the Relevant Swing Line Lender) and specify the date each such amount should be paid. Similarly, each Swing Line Lender shall determine and notify the Relevant Agent and each Relevant Borrower of the amounts of all interest, Fees and other amounts accrued and payable under the Existing Credit Agreement to the Relevant Swing Line Lender and the date each such amount should be paid. Each Relevant Borrower shall pay such amounts to each Relevant Agent and each Relevant Swing Line Lender on the respective dates so specified.

9.7 Waiver of Conditions Precedent

The conditions set forth in Section 9.2, 9.3 and 9.4 are included for the sole benefit of the Lenders and may be waived, in whole or in part and with or without conditions, by the Canadian Agent acting on the instructions of the Required Lenders.

ARTICLE 10 SECURITY

10.1 Initial Security

To secure the due payment and performance of the Finance Obligations owing to each of the Finance Parties, the Borrower shall deliver to the Agent, or cause the delivery to the Agent of, on or before the Closing Date each of the signed Security Documents listed in

Schedule 16 and the certificated securities pledged pursuant thereto and stock transfers contemplated thereby.

10.2 Future Guarantors

To further secure the due payment and performance of the Finance Obligations owing to each of the Finance Parties and as a further condition to the right of each Borrower to borrow hereunder, Mattr shall cause:

- (a) (a) each Subsidiary that (i) becomes a Borrower after Closing, (ii) becomes a Subsidiary of Mattr after Closing and is required by the provisions hereof to become a Guarantor or (iii) Mattr elects that such Subsidiary become a Guarantor on or after Closing, to deliver to the Relevant Agent (as directed by the Canadian Agent) within 60 days of such person becoming a Borrower or such a Subsidiary (each, a **“New Guarantor”**):
 - (i) a Bank Guarantee Joinder;
 - (ii) an Intercompany Debt Subordination Agreement Joinder; and
 - (iii) if the New Guarantor
 - (A) is formed under the laws of a Specified Security Jurisdiction,
 - (I) a security agreement, debenture and debenture delivery agreement, trust deed security or other local law governed security document creating a perfected first (1st) priority (subject to Permitted Liens) security interest (or equivalent interest under local applicable law) in all of its personal property; and
 - (II) for each foreign bank account (other than an Excluded Bank Account, for so long as such deposit account qualifies as an Excluded Bank Account) and securities account in a non-Specified Security Jurisdiction with any institution, other than a Finance Party or an Affiliate of a Finance Party, an Account Control Agreement relative to each such bank account and securities account held by that Guarantor, if required, to create a first (1st) priority perfected security interest in such foreign bank account or securities account (or equivalent interest under local applicable law) pursuant to the Security, or
 - (B) is not formed under the laws of a Specified Security Jurisdiction, but owns material assets located in or carries on material business in a Specified Security Jurisdiction,

- (I) a security agreement, debenture and debenture delivery agreement, trust deed security, Account Control Agreement or other security document governed by the law of that Specified Security Jurisdiction creating a perfected first (1st) priority (subject to Permitted Liens) security interest (or equivalent interest under local applicable law) in its assets located in such Specified Security Jurisdiction and the proceeds thereof, provided that Account Control Agreements shall not be required with respect to (i) deposit accounts or securities accounts held with the Canadian Agent or the US Agent, or (ii) any Excluded Bank Accounts, for so long as such deposit accounts qualify as Excluded Bank Accounts; and
 - (II) such security agreement, debenture and debenture delivery agreement, trust deed security or other security document governed by the laws of the jurisdiction in which the New Guarantor is formed, if any, as Lenders' Counsel may advise the Lenders is necessary to ensure the validity, effect, perfection or priority of the Security in any Collateral referred to in sub-Clause (B)(I) above.
- (b) each Secured Group Member owning Capital Stock in each New Guarantor required to provide Security pursuant to Clause (a)(iii) above (each, a "**Pledgor**") to pledge and deliver the Capital Stock owned by it in such New Guarantor pursuant to a pledge or security agreement (or equivalent) to the Relevant Agent to secure the payment and performance of the Finance Obligations owing by the Pledgor; in each case contemporaneously with the documents and security delivered by such Guarantor pursuant to paragraph (a); and
- (c) a third party legal opinion from the Borrower's Counsel concerning the Firm, Bank Guarantee Joinder, Intercorporate Debt Subordination Agreement Joinder and, if applicable, Security, referred to in (a) and (b) above to be delivered to the Canadian Agent contemporaneously with such Bank Guarantee Joinder and Security being provided.

Each such Bank Guarantee Joinder, Intercorporate Debt Subordination Agreement Joinder pledge or security agreement, debenture and debenture delivery agreement or trust deed security (or equivalent), Account Control Agreement and third party legal opinion must be in form and substance satisfactory to the Canadian Agent (acting on the advice of Lenders' Counsel) acting reasonably.

10.3 Registration

Unless the Lenders' Counsel notifies the Borrower's Counsel otherwise, Mattr shall cause the Borrower's Counsel and their respective agents to register the Security (or a financing statement, notice or other document in respect thereof) on behalf of the Relevant Agent in all offices where (a) such registration is necessary to create, preserve, protect and perfect the Security

and its validity, effect, priority and perfection at all times or (b) the Lenders' Counsel specifically requests, acting reasonably.

10.4 Parallel Debt

Each Guarantor irrevocably and unconditionally undertakes to pay to the Canadian Agent an amount equal to the aggregate amount of its Corresponding Liabilities (as these may exist from time to time). The parties to this Agreement agree that:

- (a) a Guarantor's Parallel Liability is due and payable at the same time as, for the same amount of and in the same currency as its Corresponding Liabilities;
- (b) a Guarantor's Parallel Liability is decreased to the extent that its Corresponding Liabilities have been irrevocably paid or discharged and its Corresponding Liabilities are decreased to the extent that its Parallel Liability has been irrevocably paid or discharged;
- (c) a Guarantor's Parallel Liability is independent and separate from, and without prejudice to, its Corresponding Liabilities, and constitutes a single obligation of the Guarantor to the Canadian Agent (even though the Guarantor may owe more than one Corresponding Liability to the Bank Finance Parties under the Finance Documents) and an independent and separate claim of the Canadian Agent to receive payment of that Parallel Liability (in its capacity as the independent and separate creditor of that Parallel Liability and not as a co-creditor in respect of the Corresponding Liabilities); and
- (d) for purposes of this Section 10.4, the Canadian Agent acts in its own name and not as agent, representative or trustee of the Bank Finance Parties and accordingly holds neither its claim resulting from a Parallel Liability nor any Security securing a Parallel Liability on trust.

10.5 Further Assurances

Mattr shall, forthwith and from time to time on request from the Canadian Agent, execute or cause to be executed, all such documents (including any change to any Loan Document) and do or cause to be done all such other matters and things which in the reasonable opinion of the Canadian Agent (acting on the advice of Lenders' Counsel) may be necessary or of advantage to give the Finance Parties (so far as may be possible under any applicable law) the Liens and the priority intended to be created by the Security Documents or to facilitate realization under such Liens. It is the intention of the parties hereto that the Finance Parties will, among other things, have (a) a first priority Lien, subject to Permitted Liens, over all personal property of each Secured Group Member, (b) a first priority Lien, subject only to Permitted Liens referred to in paragraph (a) of the definition of Permitted Liens, over all Capital Stock of each Subsidiary of Mattr that is a Secured Group Member and (c) such other Liens over the assets of such Secured Group Member that are consistent with the Liens described in Clauses (a) and (b) above as the Required Lenders may from time to time reasonably require. Notwithstanding anything express or implied to the contrary in any Loan Document, no real property collateral (or any interest therein) comprising any portion of the Security shall be located in the United States, except with the express prior

written consent of the Agent and each Lender, and unless subject, *inter alia*, to compliance with the regulatory requirements of the US Flood Insurance Laws.

10.6 Release of Security

10.6.1 Asset Disposals

Upon any sale or other disposition by a Secured Group Member of any Collateral (including Capital Stock of a Subsidiary) to an Unrelated Party in accordance with and permitted by the provisions of this Agreement at a time when no Default has occurred and is continuing, the Security over such Collateral shall be automatically terminated and released. Upon request made to the Canadian Agent from time to time by Mattr, the Relevant Agent will, at the expense of Mattr, execute and deliver such documents and instruments as Mattr may reasonably request in order to evidence such termination and release of Security over such Collateral; provided that a Relevant Agent shall not be obliged to execute and deliver any such releases and discharges pursuant to this Subsection 10.6.1 at any time a Default has occurred and is continuing or would occur upon such release and discharge taking effect.

10.6.2 Release of Guarantors

Upon request made to the Canadian Agent from time to time by Mattr, the Canadian Agent will, at the expense of Mattr, execute and deliver such releases and discharges of the Bank Guarantee and any Security granted by any Guarantor as Mattr shall reasonably request in order to discharge each such Bank Guarantee and any Security granted by that Guarantor; provided that no Agent shall be obliged to execute and deliver any such releases and discharges pursuant to this Subsection 10.6.2 at any time (y) a Default has occurred and is continuing or would occur upon such release and discharge taking effect or (z) Section 13.3 would not be complied with following such release and discharge both at the end of the most recently concluded Test Period and as at the end of the then current Test Period, and the Borrower shall have delivered such evidence as the Canadian Agent may reasonably require in order to demonstrate such compliance and projected compliance, unless, in the case of non-compliance with Subsection 13.3.3, Mattr shall have delivered such evidence as the Canadian Agent may reasonably require that it will be in compliance with Subsection 13.3.3 within thirty (30) days of such release and discharge.

10.6.3 Full Discharge

Upon the occurrence of the Discharge Date or any time thereafter, each Relevant Agent shall, at the request and expense of Mattr, execute and deliver such releases and discharges of the Security and authorizations to discharge registrations thereof as Mattr shall reasonably request. In connection with the foregoing, each Relevant Agent shall also execute and deliver (at the expense of Mattr) to any Secured Group Member all such other documents and instruments as Mattr shall reasonably request and which are required as a matter of law to release or reconvey (without representation, warranty or recourse of any nature or kind) to each Secured Group Member entitled thereto any and all remaining Collateral that is subject to the Security.

ARTICLE 11 ADDITIONAL BORROWERS

11.1 Designation of Additional Borrowers

Subject to Section 11.2, Mattr may from time to time so long as no Default has occurred that is continuing, but only with the prior written consent of the Required Lenders (which can be given subject to such terms and conditions as the Required Lenders may, in their judgment, reasonably exercised, require), designate any other Group Member as an Additional Borrower for the purposes of this Agreement; provided that such Group Member is a Wholly-Owned Subsidiary of Mattr. Mattr shall as soon as practicable after delivery to it of such written consent from the Required Lenders deliver or cause to be delivered to the Canadian Agent an Accession Agreement duly completed and executed by Mattr and the Additional Borrower, together with all the conditions precedent specified therein by the Canadian Agent (including a Bank Guarantee Joinder, each Security Document, an Intercompany Debt Subordination Agreement Joinder and any other documents of the nature described in Section 9.2(a)(ii), (iii), (v), (vi), (vii), (viii), (ix) and (xii), and paragraphs (a), (b) and (c) of Section 10.2 in relation to the Additional Borrower) in form and substance satisfactory to the Canadian Agent.

11.2 Conditions to Additional Borrower

Upon delivery to the Canadian Agent of any Accession Agreement referred to in Section 11.1, the Canadian Agent shall promptly execute and deliver such Accession Agreement and upon satisfaction of all conditions precedent specified therein, and subject to:

- (a) the Canadian Agent having confirmed to Mattr that all the conditions precedent specified therein have been satisfied, including the delivery of an executed Bank Guarantee Joinder, the Intercompany Debt Subordination Agreement Joinder and each Security Document from such Additional Borrower; and
- (b) the Canadian Agent being satisfied, acting reasonably, that the Bank Guarantee is not adversely affected in any way by the proposed accession of the Additional Borrower,

this Agreement shall henceforth be read and construed as if such person which is a party to such Accession Agreement as a proposed Additional Borrower were party to this Agreement having all the rights and obligations of a Canadian Borrower or US Borrower, as the case may be, and all references in any Loan Document to a “**Canadian Borrower**” or “**US Borrower**”, as the case may be, “**Borrower**” and “**Additional Borrower**” shall (to the extent the context so admits) be construed accordingly.

11.3 Authorization of Lenders

Each Lender irrevocably appoints, authorizes and directs the Canadian Agent, as its attorney and agent, with full power of substitution and delegation, to complete and execute on its behalf any Accession Agreement relating to an Additional Borrower which has been previously approved by the Required Lenders pursuant to Section 11.1. Each Lender agrees that it shall be bound by the terms of each such Accession Agreement so executed by the Canadian Agent.

11.4 Authorization from the Borrowers

Each other Borrower irrevocably appoints, authorizes and directs Mattr, as its attorney and agent, with full power of substitution and delegation, to designate Additional Borrowers and to complete and execute on behalf of such Borrower an Accession Agreement relating to the introduction of any such Additional Borrower. Each Borrower agrees that it shall be bound by the terms of each such Accession Agreement so executed by Mattr.

ARTICLE 12 REPRESENTATIONS AND WARRANTIES

12.1 Borrower Representations and Warranties

To induce the Lenders to continue to make the Credit Facilities available to the Borrowers, and each Finance Party to continue to extend credit to any Group Member pursuant to each Bi-Lateral Standby Instrument Facility Agreement, Cash Management Agreement and Permitted Derivative upon and subject to the terms and conditions of this Agreement, each Borrower represents and warrants severally (and not jointly) with respect to itself and (where the context so admits) each Subsidiary of it specified below to and in favour of the Finance Parties as follows:

12.1.1 Existence and Good Standing

Each Obligor and Material Subsidiary is a corporation, general or limited partnership, limited liability company, business trust or other legal person duly and validly incorporated or formed, organized and existing under the laws of its jurisdiction of incorporation or formation and has the legal capacity and right to own its assets and to carry on the business or activities carried on by it in each jurisdiction in which its assets are located or it carries on business or activities.

12.1.2 Authority

Each Obligor has the legal capacity and right to enter into the Finance Documents to which it is a party and do all acts and things and execute and deliver all documents as are required thereunder to be done, observed or performed by it in accordance with the terms and conditions thereof.

12.1.3 Due Authorization

Each Obligor has taken all necessary action to authorize the execution and delivery of each Finance Document to which it is a party, the creation and performance of its obligations thereunder and the creation of the rights of set-off or other Security over its assets and the consummation of the transactions contemplated thereby.

12.1.4 Due Execution

Each Obligor has duly executed and delivered each Finance Document to which it is a party.

12.1.5 Validity of Finance Documents - Non-Conflict

None of the authorization, execution, delivery or performance of the Finance Documents executed and delivered by any Obligor, nor the creation of any rights of set-off or other Security over its assets thereunder by any Obligor nor the consummation of any of the transactions contemplated thereby:

- (a) requires any authorization to be obtained or Registration to be made (except such as have already been obtained or made and are now in full force and effect);
- (b) conflicts with, contravenes or gives rise to any default under (i) any of the Constitutional Documents of any Obligor or any Material Subsidiary, (ii) any internal corporate, partnership, trust or other management action taken by any Obligor, (iii) the provisions of any indenture, instrument, agreement or undertaking to which any Obligor is a party or by which any Obligor or any of its assets are or may become bound or (iv) any Applicable Law; or
- (c) has resulted or will result in the creation or imposition of any Lien (other than the rights of set-off and other Security over the assets of any Obligor created under the Finance Documents in favour of the Finance Parties) upon any of the assets of any Obligor or any Capital Stock of any Material Subsidiary.

12.1.6 Enforceability

Each Finance Document to which each Obligor is a party constitutes a valid and legally binding obligation enforceable against it in accordance with its terms, subject only to (i) bankruptcy, insolvency, winding-up, dissolution, administration, reorganization, arrangement or other statutes or judicial decisions affecting the enforcement of creditors' rights in general and (ii) general principles of equity under which specific performance and injunctive relief may be refused by a court in its discretion.

12.1.7 Absence of Proceeding

There is no existing, pending or (to the knowledge of any Group Member) threatened in writing proceeding against any Group Member which, if adversely determined to any Group Member or the Finance Parties, could reasonably be expected to (a) prejudice, restrict or render unenforceable or ineffective, in a material adverse way, any of the legal rights, including the Security, intended or purported to be granted under or pursuant to any Finance Document to or for the benefit of the Finance Parties or (b) result in any single Order or multiple Orders ordering any Group Member to pay more than the Threshold Amount in the aggregate. No Order is outstanding against any Group Member which could reasonably be expected to have a Material Adverse Effect.

12.1.8 Financial Statements

Each financial report and financial statement of each Obligor delivered to the Finance Parties pursuant to or in connection with the Finance Documents have been prepared in accordance with IFRS (subject to year-end audit adjustments and the absence of notes, where

applicable), does not contain (or, if audited, would not contain) any Impermissible Qualification and fairly and accurately presents in all material respects the financial information and the financial condition and results of operations of such Obligor and its consolidated Subsidiaries contained therein as at their respective preparation dates.

12.1.9 Accuracy of Information

No information furnished by any Obligor to the Finance Parties in connection with any of the Finance Documents contains any material misstatement of fact or omits to state a material fact necessary to make the statements contained therein not misleading in light of the circumstances in which they were made and as of the date made. Each financial forecast and projection (“**Forecast**”) prepared by or on behalf of any Obligor and furnished to the Finance Parties was based upon assumptions believed to be reasonable by it as of the date of preparation; there has been no material change in such assumptions or in the information on which such assumptions are based which has not been disclosed in writing to the Finance Parties; it has no reason to believe that any such Forecast as it relates to periods ending after its date of preparation, when read in conjunction with the related assumptions and other information disclosed in writing to the Finance Parties, fails to reflect Mattr’s judgment as the most probable set of economic conditions and the Group’s planned courses of action given these conditions, and such Forecast as it relates to periods already ended, does not reflect results which are materially higher than the anticipated actual results for such periods.

12.1.10 Securities Law Filings

Mattr has filed all management information circulars, reports and other material documents required to be filed by it pursuant to applicable securities legislation and the by-laws, rules, regulations and policies of each stock exchange on which any of its Capital Stock is listed (“**Securities Reports**”). Each Securities Report was, as of the date of filing, in compliance in all material respects with all applicable requirements under applicable securities legislation and the by-laws, rules, regulations and policies of each such stock exchange, and none of the Securities Reports, as of their respective filing dates, included any “misrepresentation” (as such term is defined in the *Securities Act* (Ontario)).

12.1.11 Reporting Issuer

Mattr is a “reporting issuer” within the meaning of the securities legislation of the Provinces of Ontario, British Columbia, Alberta, Quebec, Manitoba, Saskatchewan, Nova Scotia, New Brunswick, Prince Edward Island and Newfoundland and is not in default of any material requirement of any applicable securities legislation or the regulations, rules or policies thereunder. All “material information” (within the meaning of *National Policy 51-201 - Disclosure Standards*) has been publicly disclosed in compliance with the provisions of *National Policy 51-201 - Disclosure Standards*.

12.1.12 Listing of Capital Stock

Mattr’s common shares are listed for trading on the Toronto Stock Exchange and Mattr is not in default of any material requirement of any applicable by-laws, rules, regulations or policies of such stock exchange.

12.1.13 No Material Adverse Change

Since the date of the most recent audited financial statements of Mattr and its consolidated Subsidiaries furnished to the Finance Parties, no Material Adverse Change has occurred.

12.1.14 Compliance with Laws

Each Group Member is in compliance in all material respects with all Applicable Laws, save for non-compliance which is Immaterial.

12.1.15 Contracts

Each Group Member is in compliance in all material respects with all agreements material to its business, save for non-compliance which is Immaterial.

12.1.16 Insurance

Each policy of insurance required to be maintained by Mattr pursuant to Subsection 13.2.8 has been obtained and remains in full force and effect and all premiums due and payable in relation thereto have been paid.

12.1.17 All Authorizations Obtained and Registrations Made

All authorizations and Registrations necessary or of advantage to permit each Obligor to execute, deliver and perform each Finance Document to which it is party, grant the rights of set-off and any Security and consummate the transactions contemplated thereby, and for each Group Member to own its assets and carry on the business or affairs carried on by it, have been obtained or effected and are in full force and effect, save for those authorizations and Registrations which any Obligor or Group Member may have failed to obtain or effect and the consequences of such failure are Immaterial. Each Obligor or Group Member is in compliance with the requirements of all such authorizations and Registrations and there is no Order outstanding or proceeding existing, pending or, to the knowledge of Mattr, threatened which could reasonably be expected to result in the revocation, cancellation, suspension or any adverse modification of any of such authorizations and Registrations.

12.1.18 Unfunded Pension Liabilities

- (a) The Unfunded Liabilities of all Single Employer Plans do not in the aggregate exceed the Threshold Amount. No Group Member nor any other member of the Controlled Group has incurred, or is reasonably expected to incur, withdrawal liability to Multiemployer Plans, individually or in the aggregate, in excess of the Threshold Amount. Each Plan complies in all material respects with all applicable requirements of law and regulations, no Reportable Event has occurred with respect to any Plan, neither any Group Member nor any other member of the Controlled Group has withdrawn from any Plan or initiated steps to do so, and no steps have been taken to reorganize or terminate any Plan where such non-compliance, withdrawal, reorganization or termination has resulted or could reasonably be

expected to result, individually or in the aggregate, in (i) the appointment of a trustee to administer a Title IV Plan under ERISA or liability of any Group Member or any other member of the Controlled Group to the PBGC, individually or in the aggregate, in excess of USD10,000,000, (ii) equivalent or analogous action or liability under the laws of any jurisdiction outside the United States with respect to any other Pension Plan or (iii) a Material Adverse Effect.

- (b) No Group Member is an entity deemed to hold “plan assets”, within the meaning of 29 C.F.R. § 2510.3-101 as modified by Section 3(42) of ERISA, of an employee benefit plan (as defined in Section 3(3) of ERISA) which is subject to Title I of ERISA or any plan (within the meaning of Section 4975 of the Internal Revenue Code), and neither the execution of any Finance Document nor the making of Advances hereunder gives rise to a prohibited transaction within the meaning of Section 406 of ERISA or Section 4975 of the Internal Revenue Code.
- (c) Full payment when due has been made of all amounts which Group Members are required under the terms of each Pension Plan or Applicable Law to have paid as contributions to such Pension Plan and no Unfunded Liability in excess of the Threshold Amount, individually or in the aggregate, exists with respect to all Pension Plans of the entire Group. There is no Order outstanding and no pending or, to the knowledge of any Group Member, threatened proceeding against any such Pension Plan, any fiduciary thereof, or any Group Member with respect thereto which individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect or could reasonably be expected to result in an Order ordering any Group Member to pay more than the Threshold Amount (or the Equivalent Amount in Canadian Dollars or other foreign currency).

12.1.19 No Default

No Default has occurred which has not been either remedied (or otherwise ceased to be continuing) or expressly waived by the Required Lenders in writing.

12.1.20 Real Property

Each Obligor and each Material Subsidiary has a subsisting leasehold interest in, or good and marketable title to, in each case free and clear of all Liens, other than Permitted Liens, all of the real property leased or owned by it which are reflected in the latest consolidated financial statements of Mattr provided to the Lenders, except for real property interests disposed in the ordinary course of business since the date of those financial statements in compliance with the terms of the Existing Credit Agreement (with respect to any period of time before Closing) or this Agreement (with respect to any period of time at or subsequent to Closing).

12.1.21 Personal Property

Each Obligor and each Material Subsidiary is the sole legal and beneficial owner of, free and clear of all Liens, other than Permitted Liens, all personal property reflected as an asset in the latest consolidated financial statements of Mattr provided to the Lenders, except for personal property disposed and cash spent in the ordinary course of business since the date of those financial

statements in compliance with the terms of the Existing Credit Agreement (with respect to any period of time before Closing) or this Agreement (with respect to any period of time at or subsequent to Closing).

12.1.22 *Intellectual Property*

(a) Ownership

- (i) Each Group Member is the sole legal and beneficial owner of the Material Intellectual Property Rights used by the Group in its business, free and clear of all Liens whatsoever, except for Permitted Liens.
- (ii) The patent and trademark registrations and any copyright registrations relative to Material Intellectual Property Rights used by each Group Member in the Group's Business are valid and subsisting, and are in good standing, all required filings with any relevant governmental intellectual property office have been made and all required filing fees have been paid.
- (iii) Each Group Member has used its Material Intellectual Property Rights in such manner as to preserve its rights therein including the use of proper notices indicating ownership of or rights to use its Material Intellectual Property Rights, to the extent reasonably necessary for the protection of its Material Intellectual Property Rights, and the prevention of any disclosure to the public of the confidential information which would impair any Group Member's rights therein or use thereof by any Obligor or Material Subsidiary.
- (iv) No Group Member is aware of any claim having been made that the use of any Material Intellectual Property Rights of any Group Member or the sale or licensing of any of the products produced by any Group Member does or may violate the rights of any other person, which, if determined adversely to any Group Member could reasonably be expected to result in a Material Adverse Effect.
- (v) There is no proceeding in progress or, to the knowledge of any Group Member, pending or threatened in writing against or relating to any Group Member or affecting the Material Intellectual Property Rights of any Group Member which, if determined adversely to any Group Member, could reasonably be expected to result in a Material Adverse Effect.

(b) Licensing

All Material IP Licences are in full force and effect unamended, each Group Member party thereto has duly observed and performed all of its covenants and obligations under each of the Material IP Licences and there has not been any default under or breach of any Material IP Licences by the other parties thereto.

(c) Quality

Each Group Member has used consistent standards of high quality in its creation, development, manufacture, sale, licensing, distribution, provision, advertising, packaging and labelling of all products and services which pertain to Material Intellectual Property Rights used in the Group's Business.

12.1.23 *Subsidiaries*

Mattr has no Material Subsidiaries other than those listed (and identified as such as at December 31, 2025) in Schedule 9, as revised from time to time pursuant to Subsection 13.2.12. The owners that are Group Members, beneficially and of record, of the issued Capital Stock of each Material Subsidiary and Guarantor, are depicted in the corporate organization chart set out in Schedule 9, as revised from time to time pursuant to Subsection 13.2.12. No person, other than another Group Member, has any option or right to acquire any Capital Stock in any Material Subsidiary, or in any Subsidiary of Mattr that owns Capital Stock in any Material Subsidiary, except as disclosed in writing to the Finance Parties and approved by the Required Lenders.

12.1.24 *Taxes*

(a) Each Obligor and Material Subsidiary has:

- (i) filed or caused to be filed all Income Tax, Sales Tax and other returns for Taxes which are now due to the appropriate governmental authority, save for the failure to file such returns (A) where such failure has not resulted in and could not reasonably be expected to result in a Material Adverse Effect and (B) relating to tax liabilities in the aggregate not exceeding USD10,000,000 (or the Equivalent Amount in other currency);
- (ii) paid and discharged all Taxes payable by it when due;
- (iii) made provision for appropriate amounts in respect of any Taxes likely to be exigible in accordance with IFRS;
- (iv) withheld and collected all Taxes required to be withheld and collected by it and remitted such Taxes to the appropriate governmental authority; and
- (v) paid and discharged all Statutory Prior Claims when due,

and no assessment or appeal is, to its knowledge, being asserted or processed with respect to such returns, Taxes or Statutory Prior Claims, except for assessments or appeals (w) that are being actively and diligently contested in good faith by appropriate proceedings, (x) reserves considered adequate by Mattr and its Auditors shall have been set aside therefor on its books, (y) if they relate to Statutory Prior Claims, any amounts assessed shall have been paid or remitted to the applicable governmental authority (whether under protest or otherwise to preserve the rights of that Obligor or Material Subsidiary to contest such assessment) and (z) if they relate to amounts secured by a Lien on any assets of any

Obligor or Material Subsidiary, all enforcement proceedings (if any) for payment, collection or remittance have been stayed and payment (under protest or otherwise) or appropriate security has been given to the applicable governmental authority, if required under Applicable Law to prevent penalties and interest from accruing or the commencement or continuation of enforcement proceedings.

- (b) No assessment or appeal with respect to any returns, Taxes or Statutory Prior Claims referred to in Subsection 12.1.24(a) is, to the knowledge of any Group Member, being asserted or processed with respect to any Obligor or Material Subsidiary, except for assessments or appeals respecting an aggregate liability for the entire Group not exceeding fifty percent (50%) of the Threshold Amount.

12.1.25 Solvency

Each Obligor and Material Subsidiary is Solvent.

12.1.26 General Environmental Representations and Warranties

With respect to the Environment:

- (a) the Group's Facilities and all real estate (including the buildings, erections and facilities constructed thereon) and appurtenances comprising or used in connection therewith, are and have at all times been owned, leased, managed, controlled or operated in compliance with all Environmental Laws for the period they have been owned, leased, managed, controlled or operated by any Group Member (including its predecessors by amalgamation or merger); and
- (b) (to the knowledge of each Group Member) all real estate (including the buildings, erections and facilities constructed thereon) and appurtenances comprising or used in connection therewith were at all times owned, leased, managed, controlled or operated by the predecessors in title to such real estate in compliance with all Environmental Laws,

with the exception of any non-compliance referred to in paragraphs (a) and (b) above which could not, individually or in the aggregate, reasonably be expected to result in losses and expenses to the Obligors in an aggregate amount for all Obligors exceeding the Threshold Amount.

12.1.27 Specific Environmental Representations and Warranties

Without limiting the generality of Subsection 12.1.26, with respect to the Environment:

- (a) there are no existing, pending or (to the knowledge of each Group Member) threatened in writing:
 - (i) claims, complaints, notices or requests for information received by it or of which it has knowledge with respect to any alleged violation by it or of alleged liability of it under any Environmental Law relating to any of the Group's Facilities, or

- (ii) governmental or court orders, including stop, Clean-Up or preventative orders, directions or action requests which have been received by it relating to the Environment requiring any works, repairs, remediation, Clean-Up, construction or capital expenditures by it with respect to any of the Group's Facilities;
- (b) except in compliance with Environmental Law, no Hazardous Materials have been generated, received, handled, used, stored, treated or shipped at or from, and there has been no discharge or release of Hazardous Materials at, on, from or under any of the Group's Facilities;
- (c) no property now or previously owned, leased, managed, controlled or operated by any Group Member (including its predecessors by amalgamation, merger or other business combination) is listed or, to the knowledge of any Group Member, is proposed for listing on the NPL or CERCLIS, or on any similar list of sites under any other Applicable Law requiring investigation, remediation or Clean-Up or giving rise to claims or losses and expenses imposed under Environmental Laws;
- (d) except in compliance with Environmental Law (to the knowledge of each Group Member) none of the lands and premises comprising any of the Group's Facilities has been used for the disposal of Waste or as a landfill or Waste disposal site; and
- (e) no Group Member has directly transported or directly arranged for the transportation of any Hazardous Materials to any location, except in compliance with Environmental Law,

with the exception of any matter referred to in paragraphs (a) to (e) above which, individually or in the aggregate, could not reasonably be expected to result in losses and expenses to Obligor and Material Subsidiaries in an aggregate amount for the entire Group exceeding the Threshold Amount.

12.1.28 Employee Relations

There are no strikes, work stoppages or controversies pending or (to the knowledge of each Obligor and Material Subsidiary) threatened between any Obligor or Material Subsidiary and any of its employees (including unions representing employees), other than employee grievances arising in the ordinary course of business which could not reasonably be expected to result in work stoppages, and other than those disclosed in writing to the Agents which could not reasonably be expected to have a Material Adverse Effect. The hours worked by and payments made to employees of each Obligor or Material Subsidiary have not been in violation of the *U.S. Fair Labor Standards Act* or any other Applicable Law dealing with such matters, other than those which could not reasonably be expected to have a Material Adverse Effect. All payments due from any Obligor or Material Subsidiary or for which any claim may be made against any Obligor or Material Subsidiary on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of such Obligor or Material Subsidiary, other than those which, individually and in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

12.1.29 Investment Company; Public Utility Holding Company

No Group Member is, and after giving effect to any Advance no Group Member will be, a “registered investment company” or a company “controlled” by a “registered investment company” or a “principal underwriter” of a “registered investment company” as such terms are defined in the *United States Investment Company Act of 1940*, as amended. No Group Member is subject to regulation under the *United States Federal Power Act*, the *United States Interstate Commerce Act*, the *United States Public Utility Holding Company Act of 2005*, as amended, or any other Applicable Law which restricts its ability to incur indebtedness or its ability to carry out the transactions contemplated by the Loan Documents.

12.1.30 Federal Reserve Regulations

No Group Member is engaged, directly or indirectly, principally or as one of its important activities, in the business of extending, or arranging for the extension of, credit for the purpose of purchasing or carrying margin stock (as defined in Regulation U). Neither the borrowing of any Advance hereunder, nor the use of the proceeds thereof, will be used (a) in violation or be inconsistent with the provisions of Regulation U or Regulation X or (b) involve any broker or dealer in violation of Regulation T. Margin stock does not constitute more than 25% of the value of the assets of Mattr and its Subsidiaries and Mattr does not have any present intention that margin stock will constitute more than 25% of the value of such assets.

12.1.31 Employee Benefit Matters

Contributions to each Pension Plan with a defined benefit element not wholly covered by insurance maintained or contributed to by any Group Member are being made at the rate recommended by actuarial advice to eliminate any projected benefit obligation deficits disclosed in such valuations in the period prior to the next valuation.

12.1.32 Foreign Assets Control Regulations, Etc.

To the knowledge and belief of each US Borrower, none of the transactions contemplated by the Loan Documents violates the Trading With the Enemy Act (50 U.S.C. Section 1 et seq., as amended) (the “**Trading With the Enemy Act**”) or any of the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended) (the “**Foreign Assets Control Regulations**”) or any enabling legislation or executive order relating thereto (which for the avoidance of doubt shall include, but shall not be limited to (a) US Executive Order No. 13224 and (b) the USA Patriot Act). Furthermore, no Borrower or any other Group Member is a US Blocked Person and no US Borrower or any other US Group Member engages in any dealings or transaction with a US Blocked Person or is located, organized or resident in a Sanctioned Country in violation of any Sanctions.

12.1.33 Canadian Economic Sanctions and Export Control Laws

To the knowledge of each Canadian Borrower, none of the transactions contemplated by the Loan Documents violates the Canadian Economic Sanctions and Export Control Laws. Furthermore, no Borrower or any other Group Member is a Canadian Blocked Person and, to the actual knowledge of each Canadian Borrower, no Canadian Borrower or

Canadian Group Member engages in any dealings or transactions, or is otherwise associated, with a Canadian Blocked Person.

12.1.34 Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)

Mattr's most recent audited consolidated balance sheet states that Mattr has consolidated net assets of at least CAD75,000,000. Mattr's common shares are traded on a Canadian stock exchange or a stock exchange designated under subsection 262(1) of the *Income Tax Act* (Canada), as amended. Mattr operates in a country that is a member of the Financial Action Task Force. Mattr is not a charity registered with the Canada Revenue Agency and does not solicit charitable financial donations from the public.

12.1.35 Anti-Corruption Laws and Sanctions

Mattr has implemented and maintains in effect policies and procedures designed to ensure compliance by Mattr, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Mattr, its Subsidiaries and their respective officers and employees and, to the knowledge of Mattr, its directors and agents, are in compliance with Anti-Corruption Laws and Sanctions in all material respects.

12.1.36 Perfection and Priority of Security

The Security provided by each Secured Group Member to each Relevant Agent constitutes a legal, valid, binding, effective and (to the extent applicable) perfected Lien in the Collateral ranking in the priority in the manner contemplated hereby and by the Security Documents executed and delivered by each Secured Group Member. For so long as such Security is in effect, registration will have been made in all public places of registration necessary or of advantage to preserve, protect and (to the extent applicable) perfect such Security with the priority and in the manner contemplated hereby and by such Security Documents.

12.1.37 Disaster Recovery Program

Each Group Member (a) maintains safeguards to prevent unauthorized access to and preserve the integrity of its data processing systems and the data recorded therein commensurate with those in place at comparable businesses in the markets in which they operate, and (b) has implemented robust disaster recovery procedures commensurate with those in place at comparable businesses in the markets in which they operate, which are designed to ensure that the data of its suppliers and customers (and their respective employees) may be recovered, accessed and processed as needed to efficiently carry out the Group's Business. The source code and object code of any proprietary software of the Group is regularly updated and saved, as necessary to protect the security of the Group's data processing systems.

12.1.38 No Data Breaches

Each Group Member complies in all material respects with applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada). Except as previously disclosed to the Lender in a Compliance Certificate, there has been no unauthorized release of any personal information that required any notification or

reporting to any suppliers or customers (or their respective employees) or to any governmental authority, within the past three (3) years.

12.1.39 Beneficial Ownership Certification

As of (a) the Closing Date, the information included in any Beneficial Ownership Certification delivered pursuant to Section 9.2(a)(xii) is true and correct in all respects and (b) as of the date delivered, the information included in each Beneficial Ownership Certification delivered pursuant to Subsection 13.1.5 is true and correct in all respects

12.2 Repetition of Representations and Warranties

The representations and warranties made in Section 12.1 shall be deemed to be repeated by each Borrower (a) in all respects for representations and warranties qualified by reference to a measure of materiality, such as a stated amount or a Material Adverse Effect, and (b) in all material respects for representations and warranties not qualified by reference to a measure of materiality, such as a `stated amount or a Material Adverse Effect, (i) on each date a Borrowing Request for a Drawdown is delivered to the Relevant Agent and on the corresponding Drawdown Date and (ii) save and except for the Unrepeated Representations and Warranties, on each date a Borrowing Request for a Conversion to a SOFR Loan or CORRA Loan or any Rollover is delivered to the Relevant Agent and on the corresponding Conversion Date or Rollover Date; in each case by reference to the facts and circumstances then existing, it being understood that to the extent such representations and warranties relate solely to a specifically identified earlier date they need only be true and correct as of such earlier date.

12.3 Nature of Representations and Warranties

The representations and warranties made in Section 12.1 or deemed repeated in Section 12.2 shall survive the execution and delivery of this Agreement and the making of each Borrowing notwithstanding any investigations or examinations which may be made by any Finance Party or Lenders' Counsel, and the Relevant Lenders shall be deemed to have relied on such representations and warranties in the making of each Borrowing.

**ARTICLE 13
COVENANTS OF EACH BORROWER**

13.1 Reporting Covenants

Until the Discharge Date, each Borrower covenants and agrees severally (and not jointly) with the Finance Parties that it will, and (where the context so admits) it will ensure that each Group Member specified below that is a Subsidiary of it will, duly perform and comply with each of the following reporting covenants:

13.1.1 Financial Statements and Other Information

Mattr will deliver or cause to be delivered to the Canadian Agent (in sufficient numbers to provide a copy for each Relevant Agent and each Relevant Lender) for distribution by the Canadian Agent to the other Agents and the Lenders:

- (a) as soon as practicable and in any event within 120 days after the end of each Fiscal Year, (i) the annual consolidated financial statements of Mattr and its Subsidiaries audited by its Auditors (with no Impermissible Qualification) prepared in accordance with IFRS and (ii) a Compliance Certificate from Mattr prepared as at such Fiscal Year end;
- (b) as soon as practicable and in any event within 45 days after the end of each of the first three (3) Fiscal Quarters of each Fiscal Year, (i) the unaudited quarterly interim consolidated financial statements of Mattr for the current Fiscal Year to such Fiscal Quarter end, prepared in accordance with IFRS (subject to annual audit adjustments and the absence of notes, as applicable) consisting in the case of such interim consolidated financial statements of consolidated (loss) income, comprehensive (loss) income, balance sheets, changes in equity and of cash flows, and (ii) a Compliance Certificate from Mattr prepared as at such Fiscal Quarter end;
- (c) no later than the commencement of each Fiscal Year, the Annual Budget for that Fiscal Year;
- (d) promptly upon request by any Agent, a replacement Schedule 9 updated as of the most recent month-end for which the information contemplated therein is finalized;
- (e) promptly upon furnishing them to its shareholders, copies of all information circulars, management reports, financial statements and proxy statements furnished to the shareholders of Mattr;
- (f) promptly upon the release or filing thereof, copies of all registration statements, prospectuses, material change reports and annual, quarterly, monthly or other regular reports which Mattr files with the Ontario Securities Commission, the Securities and Exchange Commission or any other securities' regulatory authority; and
- (g) from time to time, such other reports and additional information regarding any of the Business Affairs of the Group as any Agent or Lender may reasonably request.

Mattr may satisfy its obligations to deliver copies of the documents required to be delivered pursuant to paragraphs (a), (b), (e) and (f) above by delivering pdf copies thereof to the Canadian Agent for posting on a designated website maintained by the Canadian Agent pursuant to Subsection 15.25.2 or posting such documents on SEDAR and notifying the Canadian Agent of such posting.

13.1.2 Notice of Proceeding

Each Group Member will give notice to the Canadian Agent as soon as a Senior Officer of it obtains knowledge of any Order or the commencement of any proceeding or dispute affecting any Group Member or any of its Business Affairs which, either alone or when aggregated with all other such proceeding for the entire Group, will, or if adversely determined to such Group Member could reasonably be expected to, (a) prejudice, restrict or render unenforceable or ineffective, in a material adverse way, any legal rights or Security intended or purported to be

granted under or pursuant to any Finance Document to or for the benefit of the Finance Parties or (b) result in any one or more Orders ordering any one or more Obligors or Material Subsidiaries to pay more than the Threshold Amount in the aggregate.

13.1.3 Notice of Environmental Claims

Each Group Member will give notice to the Canadian Agent as soon as a Senior Officer of it obtains knowledge of any Environmental Liability or the commencement of any proceeding or dispute affecting any Group Member or any of its Business Affairs relating to Environmental Liabilities which, either alone or when aggregated with all other such Environmental Liabilities, could reasonably be expected to result in Environmental Liabilities in an aggregate amount exceeding the Threshold Amount or which could reasonably be expected to give rise to a Material Adverse Effect.

13.1.4 Notice of Default, Material Adverse Change or Prepayment Event

Mattr will promptly, and in any event within ten (10) Business Days after a Senior Officer of Mattr becomes aware of the existence of any Default or Material Adverse Change or that any person has given any notice or taken any action with respect to a claimed Default or Material Adverse Change or that any person has given any notice or taken any action with respect to a claimed default or an event or circumstance of the nature described in Subsection 14.1.7 or 14.1.8, provide a written notice to the Canadian Agent specifying the nature and period of existence thereof and what action Mattr is taking or proposing to take with respect thereto.

13.1.5 Beneficial Ownership Regulation. On receiving knowledge thereof, Mattr will promptly notify the Agent of any change in the information provided in the Beneficial Ownership Certification that would result in a change to the list of beneficial owners identified therein (or, if applicable, any Obligor ceasing to fall within an express exclusion to the definition of “legal entity customer” under the Beneficial Ownership Regulation) and promptly upon the reasonable request of the Agent or any Lender, provide the Agent or directly to such Lender, as the case may be, any information or documentation requested by it for purposes of complying with the Beneficial Ownership Regulation.

13.2 Affirmative Covenants

Until the Discharge Date, each Borrower covenants and agrees severally (and not jointly) with the Finance Parties that it will, and (where the context so admits) it will ensure that each Group Member specified below that is a Subsidiary of it will, duly perform and comply with each of the following affirmative covenants:

13.2.1 Punctual Payment

Each Obligor will duly and punctually pay each sum payable by it under each Finance Document to which it is a party at the time and place and in the manner provided for in such Finance Document.

13.2.2 Conduct of Business

Except as permitted pursuant to Subsection 13.4.4, each Obligor and Material Subsidiary will maintain in good standing and full force and effect its legal existence in its present jurisdiction of incorporation or formation and the authorizations, Registrations, legal capacity, rights and qualifications necessary to carry on that portion of the Group's Business in which such Obligor or Material Subsidiary is engaged and own its assets in each jurisdiction in which it carries on business or owns any assets.

13.2.3 Compliance with Applicable Laws

Each Group Member will comply with all Anti-Corruption Laws, Anti-Money Laundering Laws, Anti-Terrorism Laws and Sanctions. Each Group Member will also comply with all other Applicable Laws, save for non-compliance with such other Applicable Laws that is Immaterial.

13.2.4 Compliance with Contracts

Each Obligor and Material Subsidiary will comply with each of the contractual obligations owing by it to its customers, suppliers and other persons, save for non-compliance that is Immaterial.

13.2.5 Financial Records

Each Group Member will maintain complete records and books of account in accordance with IFRS generally applicable to it and its Business Affairs.

13.2.6 Rights of Inspection

At any time and from time to time, upon reasonable prior written notice to any Group Member, each Group Member will permit any representative of any Finance Party, at the expense of Mattr and during normal business hours of the particular Group Member, to examine and make copies of any abstracts from the records and books of account of any Group Member and to discuss any of the Business Affairs of any Group Member with any of its Senior Officers and with any of its Auditors or other representatives.

13.2.7 Maintenance of Properties

Each Obligor and Material Subsidiary will maintain in good repair, working order and condition (reasonable wear and tear excepted) its tangible assets (whether owned or held under lease) and from time to time make or cause to be made all needed and appropriate repairs, renewals, replacements, additions and improvements thereto where the failure to do so could reasonably be expected to give rise to a Material Adverse Effect.

13.2.8 Maintenance of Insurance

Mattr will insure, or cause to be insured at all times, all of the properties and assets of the Group with financially sound and reputable insurance companies covering such properties and assets where available on reasonable terms, in such amounts and against such risks as are

usually insured against by companies of a similar size and by companies carrying on a similar business or holding similar assets and *Matrr* shall furnish to each Agent upon written request, full information as to the insurance carried. No Group Member will do or omit to be done anything which could breach or invalidate any such insurance and *Matrr* will punctually pay all premiums and other amounts necessary for maintaining such insurance as the same become due. *Matrr* shall obtain and, upon request, provide the Canadian Agent with certificates of insurance relating to the insurance required by this Subsection. *Matrr* shall cause the Relevant Agent to be named in each such policy maintained by or on behalf of each Secured Group Member as secured party or mortgagee and first loss payee and additional insured, as appropriate, in a manner acceptable to the Canadian Agent. Each policy of insurance shall contain a clause or endorsement requiring the insurer to give not less than 30 days' prior written notice to the Relevant Agent in the event of cancellation of the policy for any reason whatsoever and a clause or endorsement stating that the interest of the Relevant Agent shall not be impaired or invalidated by any act or neglect of any Secured Group Member or the owner of any premises for purposes more hazardous than are permitted by such policy. No Secured Group Member will do or omit to be done anything which could breach or invalidate any such insurance and *Matrr* will punctually pay all premiums and other amounts necessary for maintaining such insurance as the same become due.

13.2.9 Payment of Taxes and Claims

Each Obligor and Material Subsidiary will:

- (a) pay and discharge all lawful claims for labour, material and supplies;
- (b) deliver or cause to be delivered all Income Tax, Sales Tax and other Tax returns when they are due to the appropriate governmental authority, save for the failure to file such returns (i) where such failure will not and could not reasonably be expected to result in a Material Adverse Effect and (ii) relating to tax liabilities in the aggregate not exceeding USD10,000,000 (or the Equivalent Amount in other currency);
- (c) punctually pay and discharge all Taxes payable by it when due;
- (d) withhold and collect all Taxes required to be withheld and collected by it and remit such Taxes to the appropriate governmental authority before they are past due in the manner required by Applicable Law; and
- (e) pay and discharge all Statutory Prior Claims before they are past due,

except that no such claims, obligations or Taxes referred to in paragraphs (a) and (c) above need be paid, collected or remitted if (i) they are being actively and diligently contested in good faith by appropriate proceedings, (ii) reserves considered adequate by *Matrr* and its Auditors shall have been set aside therefor on its books, and (iii) if a Lien has arisen on any of its assets securing any such claims, any enforcement proceedings for payment, collection or remittance have been stayed and payment (under protest or otherwise) or appropriate security has been given to the applicable governmental authority, if required under Applicable Law to prevent penalties and interest from accruing and the commencement or continuation of enforcement proceedings.

13.2.10 Arm's Length Arrangements

Each Obligor and Material Subsidiary will only enter into an agreement, transaction or other arrangement with an Affiliate of Mattr, or any other person with whom it is not dealing at arm's length, if such agreement, transaction or arrangement is made (a) on commercially reasonable terms (including normal trade terms, but excluding for certainty deferred payment terms) at fair market value and consistent with commercial relations between Unrelated Parties or (b) between Obligors.

13.2.11 Comply with Environmental Laws

Each Group Member will cause its representatives to:

- (a) manage and operate the Group's Facilities in compliance with all Environmental Laws;
- (b) maintain all authorizations and make all Registrations required under all Environmental Laws in relation to the Group's Facilities and remain in compliance therewith; and
- (c) store, treat, transport, generate, otherwise handle and dispose of all Hazardous Materials and Waste owned, managed or controlled by it in compliance with all Environmental Laws,

provided that, it shall not constitute a Default under this Subsection 13.2.11 where such failures or non-compliance, neither individually nor in the aggregate, have resulted in, nor could they reasonably be expected to result in, losses and expenses to Obligors in an aggregate amount for the entire Group exceeding the Threshold Amount.

13.2.12 Organization Chart

Mattr shall promptly advise the Agents when a Subsidiary becomes a Material Subsidiary and when the Capital Stock of any Subsidiary (other than a Subsidiary that is neither a Guarantor, Borrower or Material Subsidiary nor a Holding Body Corporate of a Guarantor, Borrower or Material Subsidiary) is disposed of, and at the same time provide a replacement Schedule 9.

13.2.13 New Material Subsidiaries

Mattr shall ensure that each Subsidiary that becomes a Material Subsidiary after the date hereof (including a Material Subsidiary acquired as part of an Acquisition or any Material Subsidiary resulting from a division of a Dividing Group Member Delaware which is or was a Material Subsidiary) provides, as applicable, a Bank Guarantee Joinder and Intercompany Debt Subordination Agreement Joinder to the Finance Parties and if such Subsidiary is located in a Specified Security Jurisdiction, Security to each Relevant Agent, together with such corporate supporting materials and legal opinions in favour of the Finance Parties and Lenders' Counsel as the Canadian Agent shall reasonably require, within 30 days (or 60 days if Security is required) of the date Mattr determines that such Subsidiary has assets that include Net Assets or positive

contribution to EBITDA of Matttr of sufficient magnitude to satisfy the definition of a Material Subsidiary or such longer period as may be agreed to in writing by the Relevant Agent, acting reasonably.

13.2.14 New Guarantors

Matttr shall from time to time cause a Subsidiary to become a Guarantor and provide, as applicable, a Bank Guarantee Joinder and Intercompany Debt Subordination Agreement Joinder to the Finance Parties and, if applicable, Security to a Relevant Agent, together with such corporate supporting materials and legal opinions in favour of the Finance Parties and Lenders' Counsel as the Relevant Agent shall reasonably require, as soon as reasonably practicable, but in any event, no more than 30 days (or 60 days if Security is applicable) after Matttr determines that it is not complying with or there is a reasonable likelihood that it will not comply with Subsection 13.3.3 (*Concentration of assets*).

13.2.15 ERISA Compliance

Each Borrower shall, and shall cause each other Group Member to, and shall use its reasonable best efforts to cause the members of the Controlled Group who are not Group Members to, establish, maintain and operate all Plans to comply with the provisions of ERISA, the Internal Revenue Code, all other Applicable Laws and the respective requirements of the governing documents for such Plans, except to the extent any failure to do so is not reasonably expected to result, individually and in the aggregate, in liability to one or more Group Members in an aggregate amount in excess of the Threshold Amount.

13.2.16 Non-US Employee Pension Plan Compliance

Each Borrower shall, and shall cause each other Group Member to, establish, maintain and operate all Pension Plans not subject to ERISA to comply with all laws, regulations and rules applicable thereto and the respective requirements of the governing documents for such Pension Plans, except to the extent any failure to do so, individually and in the aggregate, is not reasonably expected to result in liability to one or more Group Members in an aggregate amount in excess of the Threshold Amount.

13.2.17 Interest Holders

If requested by either Relevant Agent (who will make such request upon receipt from a Relevant Lender to do so), each Borrower shall deliver to that Relevant Agent (for onward transmittal to the requesting Relevant Lender) a schedule of the names, legal domicile address and (for entities) place of organization of each holder of a direct or indirect legal or, to the knowledge of such Borrower, beneficial interest in Group Members. This Subsection 13.2.17 shall not apply to any person to the extent that such person's interest is in a Group Member whose Capital Stock is listed on a recognized public stock exchange.

13.2.18 Anti-Terrorism Laws

No US Borrower shall, nor shall it permit any of its Subsidiaries to, enter into any contract with any US Blocked Person. For purposes of this provision, "knowingly" means with

actual knowledge of the senior management of the US Borrower. Each US Borrower shall promptly notify the US Agent if such US Borrower has actual knowledge that any holder of an equity or financial interest in any Group Member is a US Blocked Person, or (a) is convicted on, (b) pleads *nolo contendere* to, (c) is indicted on or (d) is arraigned and held over on charges involving US Anti-Money Laundering Laws. No US Borrower shall, nor shall it permit any of its Subsidiaries to, directly, or knowingly indirectly, or knowingly permit any of its Subsidiaries to indirectly, (i) conduct any business or engage in any transaction or dealing with any US Blocked Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any US Blocked Person, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to US Executive Order No. 13224, any similar executive order or other Anti-Terrorism Law, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in US Executive Order No. 13224. No Group Member shall directly, or knowingly permit any of its Subsidiaries to indirectly, engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or violates or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law to the extent relevant or applicable.

13.2.19 Violations of Anti-Terrorism Laws

If any Borrower obtains actual knowledge that any holder of a direct or indirect equity or financial interest in any Group Member is the subject of any enforcement action or restriction under the Anti-Terrorism Laws, such Borrower shall notify the Relevant Agent in writing thereof and, upon the request of either Relevant Agent, that Borrower shall promptly provide any information the Relevant Agent believes is reasonably necessary to be delivered to comply with any Anti-Terrorism Laws.

13.2.20 Anti-Money Laundering Laws

Each Group Member shall adopt and maintain adequate policies, procedures and controls to ensure that the Group is in material compliance with all Anti-Money Laundering Laws applicable to such Group Member.

13.2.21 Canadian Economic Sanctions and Export Control Laws

Each Canadian Borrower will comply, and will ensure that, to the extent relevant or applicable, its Subsidiaries comply, in all material respects with applicable Canadian Economic Sanctions and Export Control Laws, including those regarding activities involving Iran or Sudan. Each Canadian Borrower shall adopt and maintain, and shall ensure that, to the extent relevant or applicable, its Subsidiaries shall adopt and maintain, adequate policies, procedures, and controls to ensure that it is in material compliance with applicable Canadian Economic Sanctions and Export Control Laws.

13.2.22 Pari Passu Ranking

Each Group Member party to each Finance Document shall ensure at all times that the Finance Obligations owing by it rank at least *pari passu* with the claims of all its other

unsecured and unsubordinated creditors, except for those creditors whose claims are mandatorily preferred by laws of general application.

13.2.23 Use of Proceeds

Each Borrower will use each Advance made available to it pursuant to this Agreement solely for the purposes specified in Subsection 2.1.3.

13.2.24 Maintain Security

Each Secured Group Member will do all things, perform all of its obligations under and duly observe and comply with the terms and conditions of each Security Document to which it is party which are necessary or expedient to be done, observed, performed or complied with by virtue of such Security Document or Applicable Laws for the purpose of creating, perfecting, maintaining the priority of or registering the Security in the Collateral, all of which shall at all times be duly and properly registered so as to preserve and protect the validity, effect and priority of the Security and the interest of the Finance Parties therein.

13.2.25 Privacy

Each Group Member will (a) preserve the privacy of all personal information of its suppliers and customers (and their respective employees) in material compliance with applicable privacy legislation, including, as applicable, the *Personal Information Protection and Electronic Documents Act* (Canada) and the General Data Protection Regulation of the European Union (GDPR), (b) maintain safeguards to prevent unauthorized access to and preserve the integrity of its data processing systems and the data recorded therein commensurate with those in place at comparable businesses in the markets in which they operate, (c) update, save, preserve and protect the source code and object code of any proprietary software consistent with prudent business practices and (d) maintain robust disaster recovery procedures, commensurate with those in place at comparable businesses in the market in which they operate, which are designed to ensure that the data of its suppliers and customers (and their respective employees) may be recovered, accessed and processed as needed to efficiently carry out the Group's Business.

13.3 Financial Covenants

Until the Discharge Date, Mattr covenants and agrees with the Finance Parties that it will ensure that each of the following financial tests is complied with at all times:

13.3.1 Interest Coverage Ratio

The Interest Coverage Ratio for each Test Period ending after the Closing Date shall not be less than 2.50:1.0.

13.3.2 Secured Leverage Ratio

The Secured Leverage Ratio for each Test Period ending after the Closing Date shall not exceed 3.00:1.0, provided that for each Test Period ending on the last day of a Material Acquisition Quarter and for the Test Period ending on the last day of each of the four consecutive Fiscal Quarters thereafter, the Secured Leverage Ratio shall not exceed 3.50:1.0.

13.3.3 Concentration of Assets and EBITDA

- (a) The Borrower and the Guarantors collectively shall at all times (i) directly carry on an active business which is responsible for generating at least eighty percent (80%) of EBITDA of Mattr and (ii) directly own at least eighty percent (80%) of Net Assets.
- (b) Secured Group Members collectively shall at all times directly own at least seventy percent (70%) of Net Assets.

13.4 Negative Covenants

Until the Discharge Date, each Borrower covenants and agrees severally (and not jointly) with the Finance Parties that it will, and (where the context so admits) it will ensure that each Group Member specified below that is a Subsidiary of it will, duly perform and comply with each of the following negative covenants:

13.4.1 Limitation on Indebtedness

No Group Member will create, assume, incur, otherwise become liable upon or permit to exist any Indebtedness, other than:

- (a) unsecured Indebtedness, excluding Unsecured Note Debt and Convertible Debentures, owing to Unrelated Parties in an aggregate outstanding amount for the entire Group of up to USD50,000,000 (or the Equivalent Amount in other currency);
- (b) Indebtedness secured by Permitted Liens;
- (c) Unsecured Note Debt in an aggregate outstanding principal amount not exceeding USD425,000,000 (or the Equivalent Amount in other currency) at any time;
- (d) Indebtedness incurred pursuant to one or more Convertible Debentures in an aggregate outstanding principal amount not exceeding USD150,000,000 (or the Equivalent Amount in other currency) at any time, provided that executed copies of any such Convertible Debentures are delivered promptly to the Canadian Agent;
- (e) Indebtedness of a Firm acquired referred to in Subsection 13.4.7(b)(iii) for a period of up to sixty (60) days from the day it is acquired by a Group Member or such longer period as a Relevant Agent may permit;
- (f) secured Indebtedness owing to a Lender or an affiliate of a Lender that is not a Finance Obligation; provided that, the aggregate sum of (y) all such Indebtedness, plus (z) all Bi-Lateral Standby Instrument Facility Obligations, may not exceed USD100,000,000 (or the Equivalent Amount in other currency) at any time;
- (g) unsecured Indebtedness owing by one Group Member to another; provided that (y) if such Indebtedness is between Borrowers or Guarantors, each such Group Member is party to, and the payment of such Indebtedness is subject to, the

Intercompany Debt Subordination Agreement or (z) if such Indebtedness is owing by either a Borrower or Guarantor to a Subsidiary that is not a Borrower or Guarantor or vice versa, the aggregate outstanding amount of all such Indebtedness may not exceed (i) USD75,000,000 (or the Equivalent Amount in Canadian Dollars or other foreign currency) in the aggregate for the entire Group and (ii) USD25,000,000 (or the Equivalent Amount in Canadian Dollars or other foreign currency) in the aggregate for all Subsidiaries that do not carry on an active business;

- (h) Indebtedness incurred under and in accordance with the terms and conditions of a Permitted Securitization Financing;
- (i) Indebtedness that constitutes an EDC Insured Credit to the extent that such EDC Insured Credit is fully insured or backstopped by a guarantee or indemnity from Export Development Canada and for which Export Development Canada has not denied or otherwise contested coverage; and
- (j) such other Indebtedness as the Required Lenders may consent to from time to time.

13.4.2 Sale of Assets

No Group Member will dispose of any of its assets, except for:

- (a) disposals of inventory and equipment made in the ordinary course of carrying on its day to day business for cash or Cash Equivalent Investments to Unrelated Parties at fair market value;
- (b) disposals of assets to any other Group Member in accordance with Subsections 13.2.10 and 13.4.11;
- (c) disposals of obsolete, redundant, damaged or otherwise unusable goods, machinery and equipment for nominal consideration;
- (d) disposals of defaulted accounts in order to realize on them in a commercially reasonable manner;
- (e) disposals of defaulted accounts by subrogation or assignment to any export credit guarantee department or other governmental authority, in order to collect on them from that export credit guarantee department or other governmental authority;
- (f) disposals of Securitization Assets in accordance with the terms and conditions of a Permitted Securitization Financing; provided that the undiscounted amount of the Securitization Assets subject thereto may not exceed USD50,000,000 (or the Equivalent Amount in other currency) at any time;
- (g) disposal of the Rexdale Property pursuant to the Rexdale Sale and Leaseback Transaction; and

- (h) disposals of assets (including disposals permitted under Subsection 13.4.11(b)) in any Test Period ending after the Closing Date having a net book value, individually and in the aggregate, for the entire Group of up to fifteen percent (15%) of the Net Assets as at the commencement of such Test Period which, for certainty, shall be in addition to disposals permitted under clauses (a) to (g) above.

13.4.3 Negative Pledge

No Obligor or Material Subsidiary will create, incur, assume or otherwise become liable upon or permit to exist any Lien on, against or with respect to any part of its assets, except for Permitted Liens.

13.4.4 No Merger, Amalgamation, etc.

No Obligor or Material Subsidiary will enter into any merger, amalgamation, arrangement, consolidation, division, liquidation, winding-up, dissolution, administration or similar transaction, except that:

- (a) any Wholly-Owned Subsidiary of Mattr may liquidate or dissolve voluntarily into or vertically amalgamate (a “**Vertical Merger**”) with Mattr or any other such Wholly-Owned Subsidiary and may merge, consolidate or amalgamate with and into any other Group Member that is a Wholly-Owned Subsidiary of Mattr so long as:
 - (i) no Default has occurred and is continuing at such time nor would any result from such amalgamation, consolidation, merger or reorganization (in this subsection, the “**Merger**”);
 - (ii) the successor resulting from the Merger (the “**Merged Entity**”) possesses all the property, rights, privileges and franchises of each Group Member party to such Merger (each, a “**Merging Group Member**”) and assumes or is otherwise subject to all the obligations and liabilities of each such Merging Group Member under each Finance Document to which such Merging Group Member is party;
 - (iii) the benefits of each Finance Document, including Security, to which each Merging Group Member is a party extend to the performance by the Merged Entity of its obligations under each Finance Document;
 - (iv) the validity, enforceability and effect of the Finance Documents (including those assumed by the Merged Entity or to which the Merged Entity is otherwise bound in the case of a Vertical Merger), and the validity, effect, priority and perfection of any rights of set-off and, if applicable, Security created thereunder, shall not be affected in any adverse way;
 - (v) the Merged Entity is a Borrower or Guarantor; and

- (vi) the solicitors for each Merging Group Member and the Merged Entity shall have provided an opinion to the Senior Lenders, in form and substance satisfactory to the Relevant Agent, confirming the matters addressed in paragraphs (ii) to (v) above; provided that no such opinion shall be required in the case of a Vertical Merger between Borrowers or Guarantors or Subsidiaries of Borrowers or Guarantors, in each case, formed under a corporate statute of Canada or any Province or Territory thereof so long as the Merged Entity executes and delivers a Bank Guarantee Joinder and Security Confirmation to the Canadian Agent;
- (b) any Subsidiary of a Borrower may divide if (i) such Borrower determines in good faith that such Division is in the best interests of such Borrower and is not materially disadvantageous to the Lenders, (ii) in the case of any Division of an Obligor, such Borrower shall cause each resulting Subsidiary to become a Guarantor and (iii) the Security over the assets of such Obligor in effect before such Division takes place continues to be valid, effective and perfected Security ranking over the assets of each resulting such Subsidiary with at least the same priority over such assets as existed before such subdivision took place.

13.4.5 Nature of Business

Mattr will ensure that the nature of the business of the Group, considered as a whole, will not change in any substantial way from the Core Business.

13.4.6 Limitation on Investments

No Group Member will purchase or otherwise acquire assets not constituting an Acquisition or make any new Investment, whether in a Core Business or not, other than:

- (a) Cash Equivalent Investments;
- (b) Investments in Guarantors; and
- (c) assets or Investments in any Firm (other than a Firm referred to in paragraphs (a) and (b) above), the majority of the Voting Capital Stock of which is not owned by Mattr on an undiluted or a fully diluted basis (either before or after such Investment is made) or in any Group Member that is not a Borrower or Guarantor, in an aggregate amount for the entire Group for all such assets and Investments purchased or acquired not to exceed the amount during any Test Period equal to USD75,000,000 (or the Equivalent Amount in other currency); provided that, both before and after giving effect to such Investment:
 - (i) no Default shall exist as at the time which such assets or Investments are purchased or acquired or occur as a result thereof; and
 - (ii) all representations and warranties contained in the Finance Documents will be true, accurate and complete in all material respects if deemed to be

repeated in the manner contemplated by Section 12.2 at the time such assets or Investments are purchased or acquired.

For clarity, Acquisitions made in compliance with Subsection 13.4.7 shall not constitute Investments for the purposes of this Subsection 13.4.6.

13.4.7 Limitations on Acquisitions

No Group Member will make any Acquisition from any person that is not a Group Member unless:

- (a) if such Acquisition involves the acquisition of Capital Stock of another Firm, upon such Acquisition taking place, Matr owns the majority of the Voting Capital Stock of the Firm whose Capital Stock is acquired on an undiluted and a fully diluted basis;
- (b) whether such Acquisition is of assets or Capital Stock, Matr is able to demonstrate to the satisfaction of the Required Lenders, acting reasonably, that:
 - (i) both before and after giving effect to such Acquisition there will be *pro forma* compliance with the financial tests imposed under Section 13.3 for the Test Period in which such Acquisition takes place;
 - (ii) for any Test Period, the aggregate total consideration paid for all Acquisitions, including (without duplication) the aggregate total amount of Indebtedness assumed on a consolidated basis on all Acquisitions, does not exceed USD350,000,000.
 - (iii) upon or within sixty (60) days following completion of such Acquisition, or such longer period of time as the Relevant Agent may permit, all Indebtedness not permitted by Subsection 13.4.1 of each Firm directly or indirectly acquired shall be repaid and all Liens over the assets acquired (including those of any Firm acquired and each Subsidiary) that do not constitute Permitted Liens shall be released;
 - (iv) no Default has occurred or will occur during any Acquisition Test Period;
 - (v) all representations and warranties contained in the Finance Documents will be true, accurate and complete if deemed to be repeated in the manner contemplated by Section 12.2 at all times during each Acquisition Test Period;
 - (vi) the assets being acquired comprise a Core Business; and
 - (vii) the Acquisition does not take place pursuant to a Hostile Take-Over Bid;
- (c) if the total consideration paid for a single Acquisition exceeds USD200,000,000 (including, without duplication, the aggregate total amount of Indebtedness assumed in connection therewith), Matr shall deliver or cause to be delivered to

the Canadian Agent an updated pro forma Annual Budget for the Fiscal Year in which such Acquisition is proposed to be completed and prepared on the basis that such Acquisition has been completed; and

- (d) if an Acquisition is of the Capital Stock of a Firm which satisfies the definition of a Material Subsidiary, the acquired person shall provide to the Relevant Agent a Bank Guarantee Joinder, Security (if located in a Specified Security Jurisdiction) and all related supporting documents and legal opinions required under Subsection 13.2.13 within thirty (30) days (or sixty (60) days if Security is required) following the close of the Acquisition or such longer period of time as the Relevant Agent may permit.

For further clarification, should Mattr make a non-majority Investment in a Firm that carries on a Core Business followed by a subsequent Investment in the same Firm such that following the subsequent Investment Mattr owns a majority of the Voting Capital Stock of that Firm, then the amount of that subsequent Investment which results in such majority ownership will be considered as an Acquisition and subject to this Subsection 13.4.7.

13.4.8 Redemptions and Distributions; Dividends

No Obligor or Material Subsidiary will declare, set apart for payment or pay any dividends or other distributions to holders of its Capital Stock that are not Group Members or redeem, retract, purchase for cancellation or retire or otherwise acquire for value in any manner any of its Capital Stock that is not held by a Obligor or Material Subsidiary or otherwise reduce its capital in any manner, unless Mattr is able to demonstrate to the satisfaction of the Required Lenders, acting reasonably, that, both before and after giving effect to any of the foregoing dividends, distributions, redemptions, retractions, purchases, retirements, acquisitions or reductions (each, a “**Distribution**”), (a) there will be compliance with the financial tests imposed under Section 13.3 for the Test Period in which such Distribution takes place, (b) no Default has occurred or will occur during that Test Period and (c) all representations and warranties contained in the Finance Documents will be true, accurate and complete if deemed to be repeated in the manner contemplated by Section 12.2 at all times during that Test Period.

13.4.9 Derivatives

No Group Member will enter into any Derivative except for Permitted Derivatives.

13.4.10 Fiscal Year

Mattr will not change its Fiscal Year to anything other than the calendar year.

13.4.11 Subsidiaries

No Obligor or any Material Subsidiary will dispose of (a) any of its assets to any Subsidiary of it, or any other Group Member, except (x) to another Obligor or a Firm which, immediately after such acquisition, becomes an Obligor, (y) on commercially reasonable terms (including normal trade terms, but excluding for certainty deferred payment terms) at fair market value consistent with commercial relations between Unrelated Parties provided that the

intercorporate indebtedness arising therefrom is paid within 120 days or (z) to any Subsidiary that is, or within thirty (30) days (or sixty (60) days if it is located in a Specified Security Jurisdiction) of such disposal, becomes an Obligor and provides a Bank Guarantee Joinder, Security and other documents required by Subsection 13.2.13 or 13.2.14, as applicable, and Section 10.2 (to the extent applicable), (b) any Capital Stock in any Subsidiary that is an Obligor or a Material Subsidiary or any Subsidiary that is an Obligor or a Subsidiary that owns Capital Stock in a Material Subsidiary or that has a Subsidiary that owns Capital Stock in a Material Subsidiary, except that Capital Stock of a Subsidiary may be disposed of (x) to another Obligor or a Firm which, immediately after such acquisition, becomes an Obligor, or (y) subject to the limitations imposed under Subsection 13.4.2(h) or (c) Capital Stock in a Special Purpose Securitization Subsidiary.

13.4.12 Securitizations

No Material Group Member will dispose of any account, note receivable or accounts receivable, with or without recourse, except (x) if such disposal is a compromise of accounts arising from a dealing in the ordinary course of business with the account debtor which owes the relevant obligation, (y) as permitted by Subsection 13.4.2(b), (d), (e), (f) or (h) or (z) as contemplated by a Permitted Securitization Financing.

13.4.13 ERISA Compliance

With respect to any Plan, no Group Member will:

- (a) engage in any “prohibited transaction” (as such term is defined in Section 406 of ERISA or Section 4975 of the Internal Revenue Code) for which a civil penalty pursuant to Section 502(i) of ERISA or a tax pursuant to Section 4975 of the Internal Revenue Code in excess of the Threshold Amount in the aggregate for the entire Group could be imposed;
- (b) incur a funding target attainment percentage (as such term is defined in Section 430 of the Internal Revenue Code) of less than 100% and which results in a funding target (as defined in Section 430 of the Internal Revenue Code) which exceeds the value of plan assets by more than the Threshold Amount, whether or not waived, or permit any Unfunded Liability, individually or in the aggregate, to exceed the Threshold Amount in the aggregate for the entire Group;
- (c) permit the occurrence of any Termination Event which could result in a liability, individually or in the aggregate, to it or any other member of the Controlled Group in excess of the Threshold Amount in the aggregate for the entire Group; or
- (d) fail to comply with the applicable provisions of ERISA and the Internal Revenue Code with respect to any Plan which could result in liability to it or any other member of the Controlled Group which, individually or in the aggregate, could exceed the Threshold Amount in the aggregate for the entire Group or have a Material Adverse Effect.

13.4.14 *Other Pension Plans*

With respect to any Pension Plan referred to in Subsection 12.1.18(c), no Group Member will incur any Unfunded Liability, individually or in the aggregate, for the entire Group, in excess of the Threshold Amount.

13.4.15 *Unsecured Notes*

No Group Member shall, without the consent of the Required Lenders, purchase or otherwise acquire any Unsecured Notes and no Group Member shall pay the principal amount of any Unsecured Note Debt before the applicable maturity date of each series of such Unsecured Notes, except that nothing in this Subsection 13.4.15 shall preclude Mattr from prepaying the principal amount of Unsecured Note Debt before such applicable maturity date if and to the extent (a) it is being optionally prepaid by Mattr, (b) both before and after giving effect to any such optional prepayment or repayment to the Unsecured Noteholders (i) the Secured Leverage Ratio will be less than 2.50:1 on a pro forma basis, (ii) there will be *pro forma* compliance with the other financial tests imposed under Section 13.3 and (iii) Pro Forma Liquidity equals or exceeds CAD50,000,000, in each case, for the Test Period in which such optional prepayment takes place (the “**Prepayment Test Period**”), (c) no Default has occurred, or is projected to occur during the Prepayment Test Period, (d) all representations and warranties contained in the Finance Documents will be true, accurate and complete in the manner deemed to be repeated under Section 12.2 at all times during the Prepayment Test Period and (e) Mattr delivers a Certificate from Mattr to the Canadian Agent, accompanied by financial projections demonstrating *pro forma* compliance with Clause (b) above to the satisfaction of the Canadian Agent.

13.4.16 *Anti-Corruption Laws; Sanctions*

No Borrower will request any Advance, and no Borrower shall use, and shall procure that its Subsidiaries and its or their respective directors, officers, employees and agents shall not use, the proceeds of any Advance or other credit extension hereunder (a) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any person in violation of any Anti-Corruption Laws, (b) for the purpose of funding or financing any activities, business or transaction of or with any person subject to Sanctions, or in any Sanctioned Country, to the extent such activities, businesses or transaction would be prohibited by Sanctions if conducted by a corporation incorporated in the United States, Canada, the United Kingdom or in a European Union member state, or (c) in any manner that would result in the violation of any Sanctions applicable to any party hereto. Notwithstanding the foregoing, nothing in this Agreement shall be interpreted to contravene, or require any notification to the Attorney General of Canada under, the *Foreign Extraterritorial Measures (United States) Order, 1992*, by Mattr or any of its Subsidiaries located in Canada.

13.4.17 *Excluded Bank Accounts*

No Secured Group Member shall maintain any deposit account (other than accounts qualifying as Excluded Bank Accounts) with (a) a financial institution (other than the Canadian Agent and US Agent) that is domiciled in the United States of America and (b) a financial institution (other than a Financing Party or an Affiliate of a Financing Party) in a non-Specified Security Jurisdiction unless, in each case, such deposit account is subject to an Account Control

Agreement, but only to the extent an Account Control Agreement is required to create a first (1st) priority perfected security interest in such bank account (or equivalent interest under local applicable law) pursuant to the Security.

13.4.18 ZBA Accounts

Mattr shall, at the written request of the Canadian Agent, promptly deliver to the Canadian Agent bank account statements for each bank account maintained by a Secured Group Member with JPMorgan Chase Bank, N.A., and delineating which such bank accounts qualify as ZBA Accounts.

**ARTICLE 14
EVENTS OF DEFAULT**

14.1 Events of Default

The occurrence of any one or more of the following events, defaults, breaches, failures, states or conditions shall constitute an “**Event of Default**” under this Agreement:

14.1.1 Non-Payment of Principal

Any Borrower fails to pay any principal amount payable hereunder or under any Bi-Lateral Standby Instrument Facility Agreement, any Cash Management Agreement, or any early termination amount payable under any Permitted Derivative with any Finance Party, when due.

14.1.2 Non-Payment of Interest and Other Amounts

Any Borrower fails to pay any interest, Fee or other amount (excluding principal) payable hereunder or under Bi-Lateral Standby Instrument Facility Agreement or Cash Management Agreement or any periodic net payment payable under any Permitted Derivative with any Finance Party when due and such failure continues unremedied for more than three (3) Local Banking Days after such due date.

14.1.3 Misrepresentation

Any representation or warranty made or deemed made by any Obligor in any Finance Document is found to have been untrue, inaccurate or incomplete in any material adverse respect (or in any adverse respect in the case of any representation or warranty that is subject to a materiality qualification or measurement, such as a stated amount or a Material Adverse Effect).

14.1.4 Financial Tests

Any financial test contained in Section 13.3 is not complied with; provided that, (y) in the case of any non-compliance with the financial test in Subsection 13.3.3(a), such non-compliance continues unremedied for a period of thirty (30) days, and (z) in the case of any non-compliance with the financial test in Subsection 13.3.3(b), such non-compliance continues unremedied for a period of sixty (60) days, in either case after Mattr knows of such non-compliance.

14.1.5 Negative Covenants

Any negative covenant contained in Section 13.4 (other than Subsection 13.4.6) is not complied with. Subsection 13.4.6 is not complied with and such non-compliance continues unremedied for more than ten (10) Business Days.

14.1.6 Breach of Other Covenants

Any Group Member fails to perform or comply with any provision or obligation contained in any Finance Document to which it is a party (other than those referred to in Subsections 14.1.1, 14.1.2, 14.1.3, 14.1.4 and 14.1.5 above and other than Subsection 13.1.4) and such failure continues unremedied for a period of thirty (30) days after any Group Member knows of such failure, or Mattr fails to perform or comply with any provision or obligation contained in Subsection 13.1.4.

14.1.7 Cross-Default

Any Group Member defaults under any one or more agreements, documents or instruments relating to Indebtedness in an aggregate amount exceeding USD35,000,000 (or the Equivalent Amount in other currency) and such default has not been waived by the persons to whom the Indebtedness is owed or, if there is any cure period applicable to such default, such cure period lapses without the default being cured.

14.1.8 Cross Acceleration

Any Group Member becomes obligated to repay, prepay, offer to prepay, pay, purchase or otherwise retire or acquire any Indebtedness (other than Indebtedness under this Agreement) in an aggregate amount exceeding USD35,000,000 (or the Equivalent Amount in other currency) before its scheduled maturity date by reason of an event or circumstance that could reasonably be expected to be treated as a default or event of default in the context of a commercial lending transaction (including an event equivalent or analogous to a Default), although it may not be described as such in the agreement governing such Indebtedness.

14.1.9 Unsatisfied Judgments

Any one or more Orders for the payment of money in an aggregate amount exceeding USD35,000,000 (or the Equivalent Amount in other currency) are rendered against any one or more Obligors and Material Subsidiaries and such Orders shall remain unsatisfied or unstayed for more than 30 days.

14.1.10 Enforcement of Liens

Any one or more persons entitled to any Liens on any assets of any one or more Obligors and Material Subsidiaries having an aggregate value exceeding USD35,000,000 (or the Equivalent Amount in other currency) (a) appoint or cause the appointment of a receiver over or take possession of such assets, or (b) any one or more seizures, executions, garnishments, sequestrations, distresses, attachments or other equivalent processes are issued or levied against any assets of any one or more Obligors and Material Subsidiaries having an aggregate value

exceeding USD35,000,000 (or the Equivalent Amount in other currency); and, in either case, such assets are not released within ten (10) Business Days or such shorter period as would permit such assets to be disposed of, foreclosed upon or forfeited thereunder.

14.1.11 Insolvency Event

Any Insolvency Event with respect to any Obligor or Material Subsidiary occurs, or any Obligor or Material Subsidiary takes corporate or other internal administrative, management or other governance action to authorize any Insolvency Proceeding.

14.1.12 Cessation of Business

Any Obligor or Material Subsidiary ceases or suspends or threatens to cease or suspend all or a substantial portion of its business, save for any cessation or suspension of business arising from employee lock-outs or strikes or any temporary or permanent plant closures arising in the ordinary course of day-to-day business operations of the Group.

14.1.13 Senior Lender Rights Imperilled

Any Obligor denies that it is bound by any obligations under any Finance Document or if any proceeding is commenced which, if determined adversely to any Obligor or to the rights of the Finance Parties, could reasonably be expected to prejudice, restrict or render unenforceable or ineffective, in a material adverse way, any of the legal rights intended or purported to be granted under or pursuant to any Finance Document to or for the benefit of the Finance Parties.

14.1.14 Security Imperilled

If (a) any proceeding is commenced which, if determined adversely to any Secured Group Member or to the rights of the Finance Parties, would constitute a Material Adverse Change and such determination is reasonably likely to occur, (b) any Loan Document or any material right thereunder becomes or is determined by a court of competent jurisdiction to be invalid, unenforceable or ineffective, (c) all or any material portion of the Security in any Collateral or any material item or part thereof shall not be or shall cease to be valid, effective and perfected ranking in priority in the manner contemplated herein or in the Security Documents, other than by reason of the direct act or omission of a Relevant Agent or (d) any Secured Group Member denies that it has any or further obligations under any Security Document or challenges the validity of any provision thereof or of the Security.

14.1.15 Material Adverse Change

Any Material Adverse Change occurs.

14.1.16 Change in Control

Any Change in Control occurs or, at any time, is expected to occur within ten (10) Business Days, in either case, without the consent of the Required Lenders.

14.1.17 Condemnation

Any governmental authority shall condemn, seize, expropriate or otherwise appropriate, or take custody or control of, all or any portion of the assets of any Group Member which, when taken together with all other assets of any Group Member so condemned, seized, expropriated, appropriated, or taken custody or control of, during the twelve (12) month period ending with the month in which any such action occurs, could reasonably be expected to have a Material Adverse Effect.

14.1.18 Unfunded Pension Liabilities

The Unfunded Liability of any Single Employer Plans or any other Pension Plan, individually or in the aggregate, shall exceed in the aggregate the Threshold Amount or any Reportable Event shall occur in connection with any Plan.

14.1.19 Pension Withdrawal Liability

Any Group Member or any other member of the Controlled Group shall have been notified by the sponsor of a Multiemployer Plan that it has incurred withdrawal liability to such Multiemployer Plan in an amount which, individually or when aggregated with all other amounts required to be paid to Multiemployer Plans by the Group Member or any other member of the Controlled Group as withdrawal liability (determined as of the date of such notification), exceeds the Threshold Amount or requires payments exceeding the Threshold Amount per annum.

14.1.20 ERISA Default

Any Group Member or any other member of the Controlled Group shall have been notified by the sponsor of a Multiemployer Plan that such Multiemployer Plan is in critical or endangered status, in critical and declining status or is being terminated, within the meaning of Title IV of ERISA, if as a result of such critical or endangered status, critical and declining status or termination the aggregate annual contributions of the Group Member and the other members of the Controlled Group (taken as a whole) to all Multiemployer Plans which are then in critical or endangered status, in critical and declining status or being terminated have been or will be increased over the amounts contributed to such Multiemployer Plans for the respective plan years of each such Multiemployer Plan immediately preceding the plan year in which the notification of critical or endangered status, critical and declining status or termination occurs by an amount exceeding the Threshold Amount.

14.1.21 Unsecured Note Debt

If any Group Member takes or omits to take any action that results in a receipt or recovery by an Unsecured Noteholder, or a Lien or guarantee existing for the benefit of a Unsecured Noteholder, in violation of any provision of this Agreement.

14.2 Termination and Acceleration

Upon the occurrence of an Event of Default, the Canadian Agent may (or, subject to Section 15.10, at the direction of the Required Lenders shall) do any one or more of the following:

- (a) declare the whole or any item or part of the Total Commitment or the unutilized portion (if any) of any Credit Facility to be cancelled, terminated or reduced, whereupon such portion of the Total Commitment or Credit Facility shall be cancelled, terminated or reduced and the Relevant Lenders (to the extent applicable) shall not be required to make any further Advance hereunder in respect of such portion of the Total Commitment or each Credit Facility cancelled, terminated or reduced;
- (b) accelerate the maturity of all or any item or part of the Loan Obligations of each Borrower hereunder and declare them to be payable on demand or immediately due and payable, whereupon they shall be so accelerated and become so due and payable;
- (c) suspend any rights of any Borrower under any Loan Document, whereupon such rights shall be so suspended;
- (d) demand under the Bank Guarantee;
- (e) demand that each Relevant Borrower pay (i) its Out-of-the-Money Derivative Exposure, if any, to each Finance Party, (ii) its Bi-Lateral Standby Instrument Facility Obligations, if any, owing to each Bi-Lateral Standby Instrument Facility Lender that has requested the Canadian Agent to make such demand, (iii) its Cash Management Obligations, if any, owing to each Finance Party that has requested the Canadian Agent to make such demand and (iv) the Standby Instrument Exposure under all outstanding Standby Instruments in prepayment of or (at the option of the Relevant Issuing Bank) to Cash Collateralize its obligations under Subsection 4.2.2 in respect thereof, whereupon each Relevant Borrower shall be obliged to (A) pay immediately to the Relevant Agent for the account of (1) each applicable Finance Party such Out-of-the-Money Derivative Exposure under all Derivatives entered into by it with each Finance Party, (2) each such Bi-Lateral Standby Instrument Facility Lender the amount of Bi-Lateral Standby Instrument Facility Obligations owing to such Bi-Lateral Standby Instrument Facility Lender and (3) each applicable Finance Party the amount of the Cash Management Obligations owing to that Finance Party and (B) pay immediately to the Relevant Agent for the account of the Relevant Issuing Bank such Standby Instrument Exposure until such Standby Instruments expire or are drawn upon, whereupon the Relevant Issuing Bank shall account to the Relevant Borrower for the amount so paid to it and, subject to the other provisions of this Section 14.2, return any overpayment to the Relevant Agent for return to the Relevant Borrower or application in accordance with Section 15.24;
- (f) enforce the Bank Guarantee;

- (g) enforce any Security or direct the US Agent to enforce any Security held by the US Agent, which the US Agent shall then enforce; and
- (h) take any other action, commence any other proceeding or exercise such other rights as may be permitted by Applicable Law (whether or not provided for in any Finance Document) at such times and in such manner as the Canadian Agent may consider expedient,

all without any additional notice, demand, presentment for payment, protest, noting of protest, dishonour, notice of dishonour or any other action being required. If an Event of Default referred to in Subsection 14.1.11 occurs, unless the Required Lenders otherwise agree, the Total Commitment shall be cancelled and the Loan Obligations shall be accelerated and become immediately due and payable automatically without any action on the part of either Agent or any other Finance Party being required.

14.3 Waiver

The Required Lenders may waive any Default. No waiver, however, shall be deemed to extend to a subsequent Default, whether or not the same as or similar to the Default waived, and no act or omission by the Senior Lenders shall extend to, or be taken in any manner whatsoever to affect, any subsequent Default or the rights of the Senior Lenders arising therefrom. Any such waiver must be in writing and signed by the Canadian Agent to be effective. No failure on the part of the Senior Lenders to exercise, and no delay by the Senior Lenders in exercising, any rights under any Loan Document shall operate as a waiver of such rights. No single or partial exercise of any such rights shall preclude any other or further exercise of such rights or the exercise of any other rights.

ARTICLE 15 THE AGENTS AND ADMINISTRATION OF THE CREDIT FACILITIES

15.1 Appointment and Authorization

Each Finance Party irrevocably appoints and authorizes each Agent to execute, deliver and take such actions as its agent under each Loan Document to which such Agent is party and to exercise such rights under each such Loan Document as are specifically delegated to such Agent by the terms thereof, together with such rights as are reasonably incidental thereto. Each Agent accepts such appointment and agrees with each Finance Party to perform its obligations as such Agent under each Loan Document in accordance with the provisions hereof and thereof.

15.2 Declaration of Agency

Each Agent declares that it shall hold the rights and Security granted to it and the Collateral charged thereby under each Loan Document, for its own benefit and as agent for the rateable benefit of each Finance Party. The rights vested in each Agent by any Loan Document shall be performed by such Agent in accordance with this Article 15 and such Loan Document.

15.3 Québec Security

15.3.1 Initial Hypothecary Representative

Without limiting the powers of the Canadian Agent pursuant to the terms hereof or of the other Loan Documents, for the purposes of holding any hypothec granted by a Secured Group Member under the laws of the Province of Québec to secure the payment and performance of any and all Finance Obligations, the Finance Parties hereby irrevocably appoint and authorize the Canadian Agent, and to the extent necessary, ratify the appointment and authorization of the Canadian Agent, to be and act as the hypothecary representative of the present and future Finance Parties for all purposes of, and as contemplated under, Article 2692 of the Civil Code of Québec (the “*hypothecary representative*”) and to enter into, to take and to hold on behalf of the Finance Parties, as applicable, 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 Canadian Agent as hypothecary representative shall 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. Any person who becomes a Finance Party shall, by its execution of the instrumenting agreement, be deemed to have consented to and confirmed the Canadian Agent as the person acting as hypothecary representative holding the aforesaid hypothecs as aforesaid and to have ratified, as of the date it becomes a Finance Party, all actions taken by the Canadian Agent in such capacity. The Canadian Agent accepts to act as the hypothecary representative of all present and future Finance Parties for all purposes of Article 2692 of the Civil Code of Québec.

15.3.2 Replacement Hypothecary Representative

In the event the Canadian Agent is replaced in accordance with the terms of this Agreement, the replacement Canadian Agent shall also constitute the replacement hypothecary representative (*fondé de pouvoir*) for the purposes of any hypothec referred to above without any further formality (subject to the registration at the Register of Personal and Movable Real Rights of a notice of replacement for the purposes of exercising the rights relating to any such hypothec, as contemplated by Article 2692 of the Civil Code of Québec). The Canadian Agent, in acting as hypothecary representative (*fondé de pouvoir*), shall benefit from all protections and exclusions or limitations of liability as are conferred upon it as Canadian Agent hereunder.

15.3.3 Québec Law Governing

This Section 15.3 shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Québec.

15.4 Protection of Agent

Neither Agent shall be liable for (a) any action taken or omitted to be taken by it or any of its representatives under any Loan Document or in connection therewith or (b) any losses and expenses arising from the use by others of information or other materials obtained through electronic, telecommunications or other information transmission systems; except, in either case, to the extent of any losses and expenses that are determined by a final judgment binding on that Agent to have directly resulted from the gross negligence or wilful misconduct of that Agent or

any of its representatives. In no event shall an Agent, in its capacity as administrative agent hereunder, be liable to any Obligor for special, indirect, consequential or punitive damages (including any loss of profit, business or anticipated savings) arising out of or in connection with, or as a result of any Loan Document or the performance, improper performance or non-performance of any obligation thereunder.

15.5 Interest Holders

Each Relevant Agent may treat each Relevant Lender as the holder of all rights of such Relevant Lender in respect of the Relevant Credit Facility until a duly executed and delivered Loan Transfer Agreement signed by such Relevant Lender and the Transferee, completed in form and substance satisfactory to the Relevant Agent, has been delivered to the Relevant Agent and the Relevant Agent has been paid its required processing fee for such loan transfer. Each Agent may treat each Finance Party as the holder of all rights of such Finance Party under Bi-Lateral Standby Instrument Facility Agreements, Cash Management Agreements and Permitted Derivatives stated by such Finance Party to have been entered into by it until a duly executed and delivered assignment and assumption agreement signed by each Borrower party to each such Bi-Lateral Standby Instrument Facility Agreement, Cash Management Agreement and Permitted Derivative, such Finance Party and the proposed assignee, in form and substance satisfactory to the Relevant Agent, signed and executed by all such parties has been delivered to the Relevant Agent and the Relevant Agent has been paid such processing fee for such assignment as the Relevant Agent shall reasonably require together with payment of all fees, costs and expenses of the Lenders' Counsel incurred or anticipated being incurred in completing such assignment.

15.6 Consultation with Professionals

Each Agent may engage and consult with the Lenders' Counsel, accountants, consultants, financial advisors and other experts and such Agent shall not be liable for any action taken or not taken or suffered by it in good faith and in accordance with the advice and opinion of the Lenders' Counsel or such accountants, consultants, financial advisors or other experts.

15.7 Documents

No Agent shall be under any duty or obligation to examine, enquire into or pass upon the validity, effectiveness or genuineness of any Finance Document or any other document or communication furnished pursuant to or in connection with any Finance Document, and each Agent shall 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.

15.8 Agents and their Subsidiaries and Affiliates

With respect to its Commitments, those portions of the Credit Facilities made available by it and each Bi-Lateral Standby Instrument Facility Agreement, Permitted Derivative and Cash Management Agreement entered into by it, each Agent shall have the same rights hereunder as any other Finance Party and may exercise the same as though it were not an Agent and each Agent and its Subsidiaries and Affiliates may accept deposits from, lend money to and generally engage in any kind of business with any Group Member and its Affiliates and persons

doing business with any Group Member or any of its Affiliates as if it were not an Agent and without any obligation to account therefor.

15.9 Responsibility of each Agent

The obligations of each Agent to the Finance Parties under each Loan Document to which such Agent is party are only those expressly set forth in such Loan Document, subject as otherwise provided in this Article 15. The obligations of each Agent under this Agreement and any other Loan Document to which such Agent is a party are several and not joint. No Agent shall have any fiduciary obligation to any Finance Party. Each Agent shall only have those contractual obligations expressly set forth in each Loan Document to which such Agent is party and no other duties, responsibilities, covenants or obligations shall be inferred or implied against any Agent. No Agent shall be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder or in the exercise of any of its rights or powers. No Agent shall have any duty or obligation to investigate whether any Default has occurred or is continuing. Each Agent shall be entitled to assume that no Default has occurred and is continuing, unless any officer of such Agent charged with the administration of the Loan Documents 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 has occurred and is continuing, such notification to specify in detail the nature thereof.

15.10 Action by the Agents

15.10.1 Exercise of Discretion

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 by, and with respect to taking or refraining from taking any action which it may be able to take under or in respect of, any Loan Document, unless such Agent has been instructed by the Required Lenders to exercise such rights or to take or refrain from taking such action, unless expressly required to do so by the provisions of any Loan Document; provided, however, that an Agent shall not release or postpone the Bank Guarantee, or release, discharge or subordinate any Lien created under any Security without the consent of all the Lenders, except to the extent expressly permitted to do so under Section 10.6. No Agent shall incur any obligations under or in respect of any Finance Document 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 to the extent of any losses and expenses that are determined by a final judgment that is binding on that Agent to have directly resulted from the wilful misconduct or gross negligence of that Agent.

15.10.2 Instructions from Required Lenders

Each Agent shall in all cases be fully protected in acting or refraining from acting under any Loan Document in accordance with the instructions of the Required Lenders, and any action taken or refrained from being taken pursuant to such instructions shall be binding on all Finance Parties.

15.10.3 Compliance with Applicable Law

Notwithstanding anything else herein contained, each Agent may refrain from doing anything which would or might in its opinion be contrary to any Applicable Law or which would or might otherwise render it liable to any person and may do anything which is, in its opinion, necessary to comply with any Applicable Law.

15.10.4 Insurance

Without prejudice to the provisions of any other Loan Document, a Relevant Agent shall have the right, but not the obligation, to insure any of the Collateral or to require any other person to maintain any such insurance and it shall not be responsible for any losses and expenses which may be suffered by any person as a result of the lack of or inadequacy or insufficiency of any such insurance.

15.10.5 Proceedings

A Relevant Agent shall have the right to institute, prosecute and defend any proceedings affecting such Relevant Agent, any rights of the Senior Lenders under the Loan Documents, the Collateral or the Security and, subject to Section 15.20, to compromise any matter or difference or submit any such matter or difference to arbitration and to compromise or compound any debts owing to such Relevant Agent as agent or any other claims against it as such agent upon being provided with such evidence as shall seem sufficient to such Relevant Agent.

15.10.6 New Obligations

A Relevant Agent shall have the right to give or enter into any obligation as it shall, with the approval of the Required Lenders and subject to all of the provisions of the Loan Documents to which such Relevant Agent is party, think fit in relation to the Secured Documents, the Collateral or the Security.

15.10.7 Agent May Require Security

Notwithstanding Subsection 15.10.1, a Relevant Agent may refrain from acting in accordance with any instructions of the Required Lenders to begin any proceeding, enforce any Security or to take management or control of any Collateral arising out of or in connection with any Security Document until it has received such security as it may require (whether by way of payment in advance or otherwise) for all claims, losses and expenses and disbursements which it anticipates it will or may expend or incur in complying with such instructions. If a Relevant Agent refuses to act in the circumstances described in the preceding sentence, that Relevant Agent will, upon the request of the Required Lenders, resign as that Relevant Agent.

15.10.8 Standard of Promptness

Where an Agent is obliged by the provisions of this Article 15 to give any notice or notification “promptly” or “forthwith”, if it gives such notice or notification within two (2) Business Days of an officer of it charged with the administration of this Agreement becoming

aware of the subject matter of such notice or notification, it shall be deemed to have given such notice or notification promptly or forthwith.

15.10.9 Reliance on Certificates

A Relevant Agent shall be entitled to rely upon each Certificate and Borrowing Request delivered to it pursuant to this Agreement as to the truth, accuracy and completeness of each fact certified or confirmed thereby.

15.11 Sharing of Information

The Senior Lenders may share amongst themselves any information they may have from time to time concerning the Group, whether or not such information is confidential, but shall have no obligation to do so (except for any obligations of each Relevant Agent to provide information to the Lenders to the extent required in this Agreement). Each Borrower hereby consents to any such sharing of information amongst the Senior Lenders.

15.12 Notice of Events of Default

An Agent shall not have any duty or obligation to investigate whether any Default has occurred. Each Agent shall be entitled to assume that no Default has occurred and is continuing, unless (y) it is a failure to pay any principal, interest or Fees payable hereunder to that Relevant Agent for the account of the Relevant Lenders entitled thereto on its scheduled maturity date or (z) any officer of the Relevant Agent charged with the administration of the Credit Facilities has been notified by Mattr or a Lender stating that a Default has occurred and is continuing, such notification to specify in detail the nature thereof. If an event referred to in Clause (y) or (z) above occurs, the Relevant Agent shall promptly notify the other Agent and the Relevant Lenders, and, subject to Subsection 15.10.8, each Relevant Agent shall take such action and assert such rights under the Loan Documents as the Required Lenders shall request in writing, and an Agent shall not be subject to any liability by reason of its acting pursuant to any such request. Prior to receiving any instructions from the Required Lenders in respect of such Event of Default, a Relevant Agent may, but shall not be obliged to, take such action or assert such rights (other than those matters requiring unanimous Lender consent under any other provision of this Agreement) as it deems in its discretion to be advisable for the protection of the Relevant Agent and the Finance Parties, except that, if the Required Lenders have instructed a Relevant Agent not to take such action or assert such rights, that Relevant Agent shall not, except as otherwise provided in Subsections 15.10.3 or 15.10.7, act contrary to those instructions.

15.13 Responsibility Disclaimed

No Agent in such capacity shall be under any obligation whatsoever:

- (a) to any Group Member as a consequence of any failure or delay in the performance by, or any breach by, any Finance Party of any of its obligations under any Finance Document;

- (b) to any Finance Party, as a consequence of any failure or delay in performance by, or any breach by, any Group Member of any of its obligations under any Finance Document; or
- (c) to any Finance Party for any statements, representations or warranties in any Finance Document or any other agreement, document or instrument contemplated by any Finance Document or in any other information provided pursuant to any Finance Document or any other agreement, document or instrument contemplated by any Finance Document or for the validity, effectiveness, enforceability or sufficiency of any Finance Document or any other agreement, document or instrument contemplated thereby.

Each Agent may conclusively rely and shall be protected and incur no liability for or with respect to any action taken, omitted or suffered in reliance upon any instruction, request or order from a Borrower or any notice, resolution, direction, consent, certificate, affidavit, statement, cable, telex or other paper or document which it reasonably believes to be genuine and to have been delivered, signed or sent by an authorized representative of a Borrower.

15.14 Indemnification

15.14.1 Lenders to Indemnify Agents

Each of the Finance Parties (other than the Agents) severally agrees to indemnify each Agent (to the extent not reimbursed by any Group Member on demand) on a full indemnity (after-Taxes) basis, *pro rata* according to their respective Total Exposures from and against any and all claims and losses and expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of any Finance Document or any other agreement, document or instrument contemplated thereby or any action taken or omitted by such Agent under any Finance Document or any agreement, document or instrument contemplated thereby, except that no Finance Party shall be liable to such Agent for any portion of such losses and expenses or disbursements to the extent they are determined by a final judgment that is binding on that Agent to have directly resulted from the gross negligence or wilful misconduct of that Agent. Payment by the Finance Parties to that Agent pursuant to this Subsection 15.14.1 shall not discharge or satisfy any obligation of any Group Member to make such payment to that Agent, but rather the Finance Parties making such payment shall be subrogated to the rights of that Agent against such Group Member in respect thereof.

15.14.2 Agent May Indemnify Itself

Each Agent may indemnify itself out of any funds received pursuant to Section 15.22 or Collateral held by such Agent against all of the losses and expenses or disbursements suffered or incurred by such Agent in connection with any matter or thing done or omitted to be done in any way relating to any Finance Document, except for any portion of such losses and expenses or disbursements to the extent they are determined by a final judgment that is binding on such Agent to have directly resulted from the gross negligence or wilful misconduct of such Agent.

15.14.3 *Lenders to Indemnify Issuing Banks*

Each of the other Relevant Lenders severally agrees to indemnify each Relevant Issuing Bank (to the extent not reimbursed by any Group Member on demand) on a full indemnity (after-Taxes) basis, *pro rata* according to their respective Rateable Shares of the Relevant Credit Facility, from and against any proceeding asserted against such Relevant Issuing Bank by any person (other than another Senior Lender) arising out of any Standby Instrument issued by such Relevant Issuing Bank, as well as all losses and expenses or disbursements of any kind or nature whatsoever incurred by such Relevant Issuing Bank in any way relating thereto, except that no Relevant Lender shall be liable to such Relevant Issuing Bank for any portion of such claims, losses and expenses or disbursements to the extent they are determined by a final judgment that is binding on such Relevant Issuing Bank to have directly resulted from the gross negligence or wilful misconduct of such Relevant Issuing Bank. Payment by the Relevant Lender to a Relevant Issuing Bank pursuant to this Subsection 15.14.3 shall not discharge or satisfy any obligation of any Group Member to make such payment to that Relevant Issuing Bank, but rather the Relevant Lender making such payment shall be subrogated to any rights of such Relevant Issuing Bank against such Group Member in respect thereof.

15.15 **Protection of Employees, Etc.**

Each reference in Sections 15.1, 15.3, 15.10, 15.11, 15.13, 15.14, 15.17 and 15.22 to an Agent shall (to the extent the context so admits) be deemed to include that Agent and its representatives and such Agent shall be constituted as agent and bare trustee of each such representative and shall hold and enforce their rights under those Sections for their respective benefits.

15.16 **Credit Decision**

Each Finance Party represents and warrants to each Agent that:

- (a) in making its decision to enter into each Finance Document to which it is party, to make its Commitments and its portion of the Relevant Credit Facilities available to the Relevant Borrowers and to enter into each Bi-Lateral Standby Instrument Facility Agreement, Cash Management Agreement and Permitted Derivative, it has independently taken whatever steps it considers necessary to evaluate the financial condition and affairs of each Group Member and that it has made an independent credit judgment without reliance upon any information furnished by any Agent; and
- (b) so long as any portion of the Relevant Credit Facilities is being utilized by a Relevant Borrower or any Finance Obligation owing to any Finance Party remains unperformed, it will continue to make its own independent evaluation of the financial condition and affairs of each Group Member.

15.17 Replacement of Relevant Agents, Relevant Reference Lender and Relevant Swing Line Lenders

15.17.1 Relevant Agents

A Relevant Agent (a “**Resigning Agent**”) may resign at any time by giving written notice thereof to the other Agents, the Relevant Lenders and Mattr. Upon receipt of notice of any such intended resignation, the Required Lenders shall have the right to appoint a replacement to the Resigning Agent who must, except as otherwise provided below, be one of the Relevant Lenders. Unless a Default has occurred that is continuing, the consent of Mattr (which shall not be unreasonably conditioned, withheld or delayed) to any such replacement shall also be required. If no replacement to the Resigning Agent shall have been so appointed and shall have accepted such appointment within fifteen (15) days of receipt of such notice, the Relevant Lenders (excluding the Relevant Lender that is the Resigning Agent) shall within the following fifteen (15) days appoint a replacement who may, but need not be, a Relevant Lender. If the Relevant Lenders fail to appoint a replacement to the Resigning Agent within such fifteen (15) day period, without limitation of its rights under this Section, the Resigning Agent either (a) may resign, whereupon (i) the Resigning Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any Collateral and Security held by the Resigning Agent on behalf of the Finance Parties under any of the Loan Documents, the Resigning Agent shall continue to hold such Collateral and Security until such time as a replacement Agent is appointed) and (ii) all payments, communications and determinations provided to be made by, to or through the Resigning Agent shall instead be made by or to each Relevant Lender, the Relevant Swing Line Lender and each Relevant Issuing Bank directly, until such time, if any, as the Required Lenders appoint a replacement Relevant Agent as provided for above, or (b) on behalf of the Finance Parties, appoint a replacement Relevant Agent which shall be a financial institution organized under the laws of Canada (or a Province), the laws of the United Kingdom or any subdivision thereof, or the laws of the United States of America or any State thereof, in each case which has (or whose Holding Body Corporate has) an approved credit rating and has (or whose Affiliates have) offices in Toronto, London and New York City. Upon the resignation of a Resigning Agent, the replacement agent shall thereupon succeed to and become vested with all the rights and obligations of the Resigning Agent and the Resigning Agent shall be discharged from its obligations under the Finance Documents. A replacement agent shall evidence its acceptance of appointment hereunder by signing and delivering a counterpart of this Agreement to Mattr and the other Agent. After any Resigning Agent’s resignation or removal hereunder as an Agent the provisions of this Article 15 and Sections 16.1 and 16.2 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as an Agent.

15.17.2 Relevant Reference Lenders

Each Relevant Agent shall appoint a Relevant Lender (or its Affiliate) to act as a Reference Lender in relation to the Relevant Revolving Facility. Any Reference Lender may resign at any time by giving notice thereof to the Relevant Agent. Upon receipt of such notice, the Relevant Agent shall appoint a replacement Reference Lender who shall be one of the Relevant Lenders (or their Affiliates).

15.17.3 Relevant Swing Line Lenders

A Relevant Swing Line Lender may be replaced by a Transferee pursuant to and in accordance with the provisions of Section 16.12.

15.18 Delegation

Each Agent shall have the right to delegate any of its rights, duties or obligations under the Loan Documents to any other person upon such terms and conditions as such Agent may think fit and such Agent shall not be bound to supervise the proceedings or be in any way responsible for any obligations or losses and expenses incurred by reason of any misconduct or default on the part of any such delegate; provided that such Agent exercised reasonable care in selecting such delegate.

15.19 Required Lender Decisions

Where the Required Lenders are required to agree or consent to any act or thing, or to exercise any judgment or discretion, under any Loan Document, the Relevant Agent shall ask all Lenders for such agreement or consent to do any such act or thing or to exercise such judgment or discretion. The foregoing shall not limit the right of the Required Lenders to agree or consent to any such act or thing or to exercise such judgment or discretion. A copy of such agreement or consent or notice of the exercise of such judgment or discretion shall be sent by the Relevant Agent to all the Lenders.

15.20 Waivers and Amendments

15.20.1 General

The rights of each Finance Party under each Finance Document shall be cumulative and not exclusive of any rights which each Finance Party would otherwise have, and no failure or delay by any Finance Party in exercising any right shall operate as a waiver of it nor shall any single or partial exercise of any right preclude its further exercise or the exercise of any other right. Subject as otherwise provided in Subsections 15.20.2, 15.20.3 and 15.20.4, (a) any term, condition, other provision, obligation or agreement contained in any Loan Document may only be amended with the consent of Mattr and the Majority Lenders, (b) any act or thing referred to in any Loan Document to be agreed to or consented to by the Required Lenders may be agreed to or consented to by the Majority Lenders and (c) the exercise of any judgment or discretion by the Required Lenders contained in any Loan Document may be exercised by the Majority Lenders.

15.20.2 Amendments Requiring Lenders' Consent

Without the prior consent of every Lender, no amendment or waiver of any Loan Document shall:

- (a) increase the aggregate amount of any Credit Facility, the amount or term of any of the Commitments or the proportion represented by the Rateable Share of any Lender, except to the extent expressly permitted or required in this Agreement;

- (b) postpone or defer the time for the payment of the principal of or interest on any Advance, any Fee or any other amount payable hereunder;
- (c) decrease the rate or amount or change the currency of any principal, interest or Fees payable hereunder (save for a decrease of the Default Rate by up to two percent (2%) which may be consented to by the Majority Lenders) or the requirement of *pro rata* application in accordance with (i) each Lender's Rateable Share of all amounts received by a Relevant Agent in respect of a Relevant Credit Facility or (ii) its Total Exposure of all amounts received by the Finance Parties after the occurrence of an Enforcement Event;
- (d) require any Lender to make any Advance or its share in any Advance available to finance a Hostile Take-Over Bid if that Lender determines that it has a conflict of interest;
- (e) change the definition of "Majority Lenders", "Rateable Share", "Required Lenders" or "Total Exposure";
- (f) amend Section 15.24, 15.27 or 16.12.2 or this Section 15.20; or
- (g) release, subordinate or postpone the Bank Guarantee or any Security created under the Loan Documents, in whole or in part, except for:
 - (i) the release of the Bank Guarantee or any Security granted by a Subsidiary that has ceased to be a Material Subsidiary; and
 - (ii) the release and discharge of the Bank Guarantee or any Security upon request by Mattr made at any time after the Discharge Date;
 - (iii) a release and discharge made by the Canadian Agent in accordance with Subsection 10.6.1 or 10.6.2;
 - (iv) unless the Canadian Agent reasonably believes that a Default has occurred and is continuing or is reasonably likely to occur, upon request by Mattr,
 - (A) the release and discharge of the Security over:
 - (I) assets disposed of in accordance with Subsection 13.4.2 or
 - (II) specific insurance proceeds used to reimburse a Group Member for the payment of, or to reimburse the payment by a Group Member of, repairs to or the purchase of replacement of property damaged, lost, stolen or destroyed; and
 - (B) subordinate the Security over specific Collateral to any Permitted Lien over such specific Collateral to the extent such Permitted Lien is entitled to priority over the Security pursuant to the express provisions hereof;

provided that, a Relevant Agent, before taking any action pursuant to this paragraph (g), may require Mattr to deliver a Certificate to the Canadian Agent certifying the facts that exist which permit the Relevant Agent to take such action and representing and warranting to the Senior Lenders the truth, accuracy and completeness of such facts and confirming that the Relevant Agent is permitted or required by the provisions of this Agreement to take such action. A Relevant Agent shall be entitled to conclusively rely upon the facts and statements set forth in any such Certificate.

15.20.3 Amendments Requiring Consent of Agents, Etc.

No amendment or waiver of any provision of any Loan Document shall affect any of the rights or obligations of any Relevant Agent, any Relevant Swing Line Lender, any Relevant Issuing Bank or a Co-Lead Arranger and Joint Bookrunner under any Finance Document without the prior consent of that Relevant Agent, Relevant Swing Line Lender, Relevant Issuing Bank or Co-Lead Arranger and Joint Bookrunner.

15.20.4 Amendments Requiring Consent of Finance Party Owed Cash Management Obligations or Permitted Derivative Obligations

No amendment or waiver of any provision of any Loan Document shall affect any of the rights or obligations of any Finance Party under any Cash Management Agreement or Permitted Derivative to which it is party without the prior consent of that Finance Party and the Borrower party to that Cash Management Agreement or Permitted Derivative.

15.20.5 Amendments to Cure any Ambiguity, Omission or Mistake; Replacement Benchmark

Notwithstanding anything in this Agreement (including this Section 15.20) or any other Loan Document to the contrary, (a) any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by Mattr and the Canadian Agent to cure any ambiguity, omission, mistake, defect or inconsistency (as reasonably determined by Mattr and the Canadian Agent), (b) effect administrative changes of a technical or immaterial nature or (c) give effect to a replacement benchmark as contemplated by Subsection 7.6.2 or 7.7.4. Any such amendment shall be deemed approved by the Lenders if the Lenders shall have received at least five (5) Business Days' prior written notice of such amendment and the Canadian Agent shall not have received, within five (5) Business Days of the date of such notice to the Lenders, a written notice from the Majority Lenders stating that the Majority Lenders object to such amendment.

15.21 Determination by Agent

15.21.1 Good Faith

Any determination to be made by an Agent under any Loan Document shall be made by that Agent in good faith and, if so made, shall be deemed to have been properly made and conclusive and binding on all parties, absent manifest error.

15.21.2 Certificate of the Agent as to Rates

Except as otherwise provided in Subsection 15.22.5, a certificate of an Agent certifying any amount or interest or discount rate shall be conclusive and binding on the parties hereto for all purposes, absent manifest error. No provision hereof shall be construed so as to require an Agent to issue a certificate at any particular time.

15.21.3 Notification of Rates

Each Reference Lender (if it is not the same person as the Relevant Agent) shall (or shall cause its Affiliate that is the Reference Lender to) promptly notify the Relevant Agent of each interest rate that is required to determine pursuant to this Agreement. Promptly following receipt of each such notice, or promptly after determination if the Relevant Agent and the Reference Lender is the same person, the Relevant Agent shall promptly notify the Relevant Lenders of each interest rate the Relevant Agent is required to determine and report to the Relevant Lenders pursuant to this Agreement.

15.22 Interlender Procedure for Making Advances

15.22.1 Lenders under Revolving Facilities to provide their Rateable Shares to Relevant Agent

Subject to the terms and conditions of this Agreement, each Relevant Revolving Facility shall be available to each Relevant Borrower in accordance with this Section 15.22. Upon receipt by a Relevant Agent of a Borrowing Request under a Relevant Revolving Facility for a Drawdown or a Conversion of an Advance to an Advance denominated in a different currency, the Relevant Agent will promptly notify each Relevant Lender under that Relevant Revolving Facility of the receipt of such Borrowing Request and of such Relevant Lender's Rateable Share of such Drawdown or Converted Advance, as the case may be (the "**Required Advance Amount**"). Subject to Sections 8.7 and 9.3 or 9.4, as applicable, and Subsection 15.22.7, each Relevant Lender will make its Rateable Share of the Required Advance Amount available to the Relevant Agent by paying, no later than 11:00 a.m. on the Borrowing Date requested by the Relevant Borrower, its Rateable Share of the Required Advance Amount to the Relevant Agent's Accounts. Subject to Section 8.7 and 9.3 or 9.4, the Relevant Agent will make such funds available, upon receipt, to the Relevant Borrower on the relevant Borrowing Date by bank transfer to the applicable Borrower's Account.

15.22.2 Limitation on Relevant Agent's Liability

The obligations of a Relevant Agent under this Section 15.22 shall be limited to taking such steps as are commercially reasonable to implement the instructions described in Subsection 15.22.1, and a Relevant Agent shall not be liable for any losses and expenses which may be incurred or suffered by a Relevant Borrower and occasioned by the failure or delay of funds to reach the designated destination. Without limiting the generality of the foregoing, neither Agent shall incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of such Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of

terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

15.22.3 Relevant Lenders to indemnify Relevant Agent for failure to make funds available

Unless a Relevant Agent has been notified by a Relevant Lender under a Relevant Revolving Facility at least two (2) Business Days prior to any Borrowing Date requested by a Relevant Borrower that such Relevant Lender will not make available to the Relevant Agent its Rateable Share of a Required Advance Amount, the Relevant Agent may assume that such Relevant Lender has made such portion of the Required Advance Amount available to the Relevant Agent on the requested Borrowing Date in accordance with the provisions hereof, and the Relevant Agent may (but it is not its practice to do so), in reliance upon such assumption, make available (to the extent applicable) to the Relevant Borrower on such date such Relevant Lender's Rateable Share of the Required Advance Amount. If a Relevant Agent has made such assumption, to the extent a Relevant Lender has not so made such amount available to the Relevant Agent, such Relevant Lender agrees to pay to the Relevant Agent forthwith on demand, to the extent that such amount is not recovered from the Relevant Borrower within seven (7) days (without in any way obligating the Relevant Agent to commence any proceeding to recover such amount), such Relevant Lender's Rateable Share of the Required Advance Amount and all losses and expenses incurred by the Relevant Agent in connection therewith, together with interest thereon at the Relevant Agent's prevailing rate for interbank balances of comparable amount plus two (2) percent (2%) per annum for each day from the date such amount is made available by the Relevant Agent until the date such amount is paid or repaid to the Relevant Agent.

15.22.4 Relevant Borrower to repay any Advance not funded by a Relevant Lender

Notwithstanding Subsection 15.22.3, if a Relevant Lender fails to pay any portion of its Rateable Share of a Required Advance Amount under a Relevant Syndicated Facility to the Relevant Agent pursuant to Subsection 15.22.3, the Relevant Borrower shall, without prejudice to any rights that the Relevant Borrower might have against such Relevant Lender, repay such amount to the Relevant Agent within three (3) Business Days after demand therefor by the Relevant Agent together with interest thereon at the rate payable hereunder by the Relevant Borrower without duplication in respect of the Advance resulting from such Borrowing.

15.22.5 Relevant Agent to issue Certificate as to Amount payable

Any amount payable to a Relevant Agent pursuant to this Section 15.22 (other than Subsection 15.22.1) shall be set forth in a certificate delivered by the Relevant Agent to the Relevant Lender concerned and the Relevant Borrower (which certificate shall contain reasonable details of how the amount payable is calculated) and shall be prima facie evidence thereof. If a Relevant Lender makes the payment to a Relevant Agent required by this Section 15.22, the amount so paid shall constitute, to the extent thereof, such Relevant Lender's Rateable Share of the Required Advance Amount for the purposes of this Agreement.

15.22.6 No Lender responsible under a Relevant Revolving Facility for any other Relevant Lender's Rateable Share

The failure of any Relevant Lender to advance its Rateable Share of any Required Advance Amount under a Relevant Revolving Facility to a Relevant Agent pursuant to this Agreement shall not relieve any other Relevant Lender under that Relevant Revolving Facility of its obligations, if any, hereunder to advance its Rateable Share of that Required Advance Amount to the Relevant Agent pursuant to this Agreement on the relevant Borrowing Date, but no Relevant Lender shall be responsible for the failure of any other Relevant Lender to make available its Rateable Share of any Required Advance Amount under a Relevant Revolving Facility to be made available by such other Relevant Lender to the Relevant Agent pursuant to this Agreement on any Borrowing Date.

15.22.7 InterLender Netting

If on any date payments denominated in the same currency on account of any Required Advance Amount would be due and payable under a Relevant Revolving Facility by a Relevant Agent to the Relevant Lenders under that Relevant Revolving Facility and by those Relevant Lenders to the Relevant Agent, then, on such date, unless the Relevant Agent notifies the Relevant Lenders under that Relevant Revolving Facility stating that netting is not to apply to such payments, each such party's obligations to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by the Relevant Agent (after receipt from the Relevant Borrower or the Relevant Lenders, as the case may be) to those Relevant Lenders exceeds the aggregate amount that would otherwise have been payable by those Relevant Lenders to the Relevant Agent (for the account of the Relevant Borrower or the Relevant Lenders under that Relevant Revolving Facility, as the case may be) or vice versa, such obligation shall be replaced by an obligation upon whichever of the Relevant Agent or the Relevant Lenders would have had to pay the larger aggregate amount to pay to the other the excess of the larger aggregate amount over the smaller aggregate amount.

15.23 Remittance of Payments

Forthwith after receipt of any payment of principal, interest, Fees or other amounts for the benefit of Relevant Lenders pursuant to the provisions hereof, the Relevant Agent receiving such payment shall remit to the Lending Office of each Relevant Lender entitled thereto, its Rateable Share of such payment. If a Relevant Agent, on the assumption that it will receive, on any particular date, a payment of principal, interest, Fees or other amounts hereunder (although it is not its practice to do so), remits to each Relevant Lender its Rateable Share of such payment and the Relevant Borrower fails to make such payment, each Relevant Lender agrees to repay to the Relevant Agent forthwith on demand, to the extent that such amount is not recovered from the Relevant Borrower within seven (7) days of demand (without in any way obligating the Relevant Agent to commence any proceeding to recover such amount), such Relevant Lender's Rateable Share of the payment made pursuant hereto together with all losses and expenses incurred by the Relevant Agent in connection therewith and interest thereon at the prevailing rate for overnight interbank compensation (or at the Relevant Agent's prevailing rate for overnight deposits of comparable amount, as the Relevant Agent may elect) for each day from the date such amount is remitted to the Relevant Lenders. The exact amount of the repayment required to be made by the

Relevant Lenders will be set forth in a statement delivered by the Relevant Agent to each Relevant Lender, which statement shall be conclusive and binding for all purposes, absent manifest error.

15.24 Redistribution of Payments

15.24.1 Disproportionate Receipts of Lenders before an Enforcement Event to be Shared

Except as otherwise provided in Subsection 15.24.6, if a Lender, through the exercise of any right of set-off, the retention of any In-the-Money Derivative Exposure or otherwise (except for a payment made to it in accordance with the provisions hereof), receives payment of a portion of the Loan Obligations due to it before an Enforcement Event occurs which is greater than the proportion received by any other Lender in respect of the aggregate amount of the Loan Obligations due to such other Lender (having regard to the respective Rateable Shares of the Lenders immediately before such payment is received), the Lender receiving such proportionately greater payment (the “**Purchasing Lender**”) shall purchase a participation (which shall be done simultaneously with receipt of such payment) in that portion of the Loan Obligations due to the other Lender or Lenders (each, a “**Selling Lender**”) so that the respective receipts shall be *pro rata* according to their respective Rateable Shares.

15.24.2 Disproportionate Receipts after an Enforcement Event of Finance Parties

Except as otherwise provided in Subsections 15.24.6 and 15.24.6, if a Finance Party, through the exercise of any right of set-off, the retention of any In-the-Money Derivative Exposure or otherwise (save for any payment to it in accordance with the provisions hereof), receives payment of a portion of the Finance Obligations due to it at the time an Enforcement Event occurs or at any time thereafter which is greater than the proportion received by any other Finance Party in respect of the aggregate amount of the Finance Obligations due to such other Finance Party (having regard to the respective Total Exposures of the Finance Parties immediately before such payment is received), the Finance Party receiving such proportionately greater payment (the “**Purchasing Finance Party**”) shall purchase a participation (which shall be done simultaneously with receipt of such payment) in that portion of the Finance Obligations due to the other Finance Party or Finance Parties (each, a “**Selling Finance Party**”) so that the respective receipts shall be *pro rata* according to their Total Exposures determined before such payment is received.

15.24.3 Subsequent Recoveries

If all or part of such proportionately greater payment received by any Purchasing Lender referred to in Subsection 15.24.1 or Purchasing Finance Party referred to in Subsection 15.24.2, as the case may be, (a “**Purchaser**”) shall be recovered from a Group Member by a Selling Lender or a Selling Finance Party, as the case may be, (a “**Seller**”), such purchase shall be rescinded and the purchase price paid for such participation shall be returned by such Seller to the applicable Purchaser to the extent of such recovery, together with interest thereon at the prevailing rate for overnight interbank compensation (or at the Relevant Agent’s prevailing rate for overnight deposits of comparable amount, as the Relevant Agent may elect) calculated and payable from the Business Day following the day such return is requested until it is paid in full.

15.24.4 Preferential Payments

If all or part of any proportionately greater payment received by a Purchaser referred to in Subsections 15.24.1 or 15.24.2 is found to have been a transfer in fraud of creditors or a preferential payment under any applicable Insolvency Law, Fraudulent Conveyances Law or is otherwise required to be returned by such Purchaser, such purchase shall be rescinded and the purchase price paid for such participation shall be returned by the Seller thereof to the extent of such amount returned, together with interest thereon at the prevailing rate for overnight interbank compensation (or at the Relevant Agent's prevailing rate for overnight deposits of comparable amount, as the Relevant Agent may elect) calculated and payable from the Business Day following the day such return is requested until it is paid in full.

15.24.5 Notice Requirement

If any Lender receives, retains or recovers payment of any amount it is required to share pursuant to Subsection 15.24.1, 15.24.2 or 15.24.3, it shall promptly provide full particulars thereof to the Canadian Agent and the Canadian Agent shall promptly provide copies of such particulars to the Canadian Lenders and the US Agent who will in turn promptly provide such copies upon receipt to the US Lenders.

15.24.6 Credit Protection/Assignment

The provisions of Subsections 15.24.1 and 15.24.2 shall not apply to any amount received by a Lender derived from (a) a participation entered into pursuant to and in accordance with Subsection 16.12.3, (b) an assignment made pursuant to and in accordance with Subsection 16.12.4 or (c) any credit protection purchased by a Lender without financial assistance from or independent recourse by the protection provider to any Group Member or any of its Affiliates.

15.25 Prompt Notice to Lenders

15.25.1 Distribution of Information

The Canadian Agent agrees to provide to the other Canadian Lenders and to the other Agents (who in turn, upon receipt will provide copies to its Relevant Lenders) copies of (a) the information, notices and reports received by it from the Borrowers for distribution to the Lenders pursuant to this Agreement, including information provided pursuant to Section 12.2 and Subsections 13.1.1, 13.1.2 and 13.1.4, promptly upon receipt of same and (b) all executed amendments and other variations to this Agreement or any other Loan Document if and to the extent permitted to be made under this Agreement by the Canadian Agent (and to the extent Lenders are not otherwise also signatory parties) promptly following execution thereof.

15.25.2 Distribution by Use of Websites

The Canadian Agent may satisfy its obligations under this Agreement to deliver to the US Agent and the Lenders copies of the information, notices and reports referred to in Subsection 15.25.1 by posting this information onto an electronic website designated by the Canadian Agent to which the US Agent and the Lenders have access. The Canadian Agent shall

supply the US Agent and the Lenders with the address of and any relevant password specifications for that designated website. Any such website will be provided “as is” and “as available.” The Canadian Agent does not warrant the accuracy or completeness of any materials or information provided by any Group Member (the “**borrower materials**”) or the adequacy of such website, and expressly disclaims liability for errors in or omissions from the borrower materials. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights or freedom from viruses or other code defects, is made by the Canadian Agent in connection with the borrower materials or such website. No Agent or Lender shall be liable to any Group Member for any losses and expenses suffered or incurred by them arising from the use or misuse by any unauthorized person of any information, notice or report or other communication posted on any such website or sent through electronic, telecommunications or other information transmission systems that are intercepted by any unauthorized person, save to the extent they are determined by a final judgment that is binding on such Agent or Lender to have directly resulted from the gross negligence or wilful misconduct of such Agent or Lender.

15.26 Several Debts of the Lenders

Each Relevant Lender’s share in each Borrowing constitutes a several debt owing by the Relevant Borrower to such Relevant Lender.

15.27 Enforcement

To the extent that an Agent receives or recovers monies pursuant to any right of enforcement under this Agreement, the Bank Guarantee, the Intercompany Debt Subordination Agreement or any other Security, such monies shall be applied and distributed as amongst the Finance Parties:

- (a) *first*, in or towards payment of all of such Agent’s losses and expenses and disbursements incurred to recover such monies;
- (b) *secondly*, in or towards payment of all unpaid fees and losses and expenses and disbursements of the Agents *pro rata* to the amounts thereof;
- (c) *thirdly*, in or towards payment of all Finance Obligations which are due and payable at such time to the Finance Parties *pro rata* to the Total Exposures of the Finance Parties;
- (d) *fourthly*, if the Finance Obligations have been paid in full, in payment to any person to whom that Agent is obliged by applicable law or agreement to pay in priority to the Group Member otherwise entitled thereto, to the extent it is so obliged; and
- (e) *fifthly*, thereafter, in payment of the Group Member entitled thereto or as otherwise required by any applicable Order or final judgment.

The fact that an Agent may make a payment pursuant to paragraph (d) or (e) above or may determine that the Finance Obligations have been paid in full, will not thereafter prevent either Agent from applying any further monies, or any credit balance on any account, in the order

set out in this Section 15.27. If for any reason an Agent considers in its sole discretion that the amounts to be received by it will be, or the amounts actually received by it pursuant thereto are, insufficient to satisfy all claims with respect to all payments then falling due with respect to any Finance Obligation, until such time as such Agent has received the full amount of all such payments, such Agent shall not be obliged to pay any such claims.

15.28 Adjustments on Termination of a Relevant Swing Line

15.28.1 Adjustments and Assignments

If the Canadian Agent cancels or terminates a Relevant Revolving Facility in whole or in part pursuant to Section 14.2, the Relevant Swing Line Lender under the Relevant Swing Line may, or the Relevant Agent may, cancel or terminate the Relevant Swing Line Commitment whereupon:

- (a) the Relevant Swing Line Commitment shall be reduced to nil;
- (b) the Relevant Swing Line shall be cancelled;
- (c) the Relevant Swing Line Lender shall (if not already a Relevant Lender under the corresponding Relevant Revolving Facility) become a Relevant Lender under the Relevant Revolving Facility with a Commitment thereunder equal to the amount (or if already a Relevant Lender under that Relevant Revolving Facility, its Commitment in respect of that Relevant Revolving Facility shall be increased by the amount) of the Relevant Swing Line Commitment in effect before it was reduced to nil pursuant to clause (a) above;
- (d) the Relevant Agent will determine the amount of adjusting payments that may need to be made amongst the Relevant Lenders (including the Relevant Swing Line Lender) to ensure that their respective shares in outstanding Advances under the Relevant Revolving Facility equal their respective Rateable Shares of the Relevant Revolving Facility based on their respective Commitments under the Relevant Revolving Facility in effect before any reduction thereof takes effect pursuant to Section 14.2;
- (e) each of the Relevant Lenders (including, if applicable, the Relevant Swing Line Lender) shall advance to the Relevant Agent the amount of any adjusting payment required of it determined pursuant to clause (d) above;
- (f) the Relevant Agent shall, upon receipt from the Relevant Lenders (including the Relevant Swing Line Lender) advance to each applicable Relevant Lender (including, if applicable, the Relevant Swing Line Lender) the amount of any adjusting payment required to be paid to such Relevant Lender as determined pursuant to paragraph (d) above;
- (g) each Standby Instrument issued under the Relevant Swing Line shall be deemed to be a Standby Instrument issued by the Relevant Issuing Bank under the Relevant Revolving Facility; and

- (h) each Relevant Borrower shall be obliged to repay outstanding Advances under the Relevant Revolving Facility in the Rateable Shares amongst the Relevant Lenders as adjusted pursuant to this Subsection 15.28.1.

15.28.2 Participations

If adjusting advances pursuant to Subsection 15.28.1 cannot for any reason be made or the Relevant Lenders for any reason would not as a result thereof share rateably in the aggregate amount of the Advances outstanding under the Relevant Revolving Facility in their respective Rateable Shares based on their respective Commitments in effect before any reduction of Commitments takes effect pursuant to Section 14.2, each Relevant Lender hereby agrees that it shall forthwith purchase from the Relevant Swing Line Lender and each Relevant Lender (including the Relevant Swing Line Lender) agrees that it shall forthwith purchase from each of the other Relevant Lenders, as applicable, such participations in the Advances outstanding under the Relevant Revolving Facility (which shall be deemed to include any outstanding Standby Instruments under the Relevant Swing Line) as shall be necessary to cause the Relevant Lenders to share in such Advances rateably based on their respective Relevant Revolving Commitments (taking into account any increase therein pursuant to Subsection 15.28.1(a) which effectively changes the Relevant Swing Line Commitment to a Relevant Revolving Commitment but disregarding any reduction thereof pursuant to Section 14.2); provided that all interest payable on Advances outstanding under the Relevant Swing Line Facility shall be for the account of the Relevant Swing Line Lender until the date their respective participation is paid for and, to the extent attributable thereto, shall be payable to the purchasing Relevant Lender from and after such date of payment.

15.29 Acknowledgement and Consent to Bail-In of Affected Financial Institutions

Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any parties thereto, 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 applicable 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 applicable 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 applicable Resolution Authority.

For the purposes of this Section 15.29:

“Affected Financial Institution” means (a) any EEA Financial Institution, (b) any UK Financial Institution or (c) any other credit institution or investment firm or any affiliate thereof which is subject to the supervision of a Resolution Authority other than an EEA Resolution Authority or a UK Resolution Authority.

“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” means (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, (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), and (c) with respect to any state other than an EEA Member Country or the United Kingdom, any analogous law or regulation from time to time which requires contractual recognition of any Write-Down and Conversion Powers contained in that law or regulation.

“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 delegatee) having responsibility for the resolution of any EEA Financial Institution.

“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.

“Resolution Authority” means (a) an EEA Resolution Authority, (b) with respect to any UK Financial Institution, a UK Resolution Authority, or (c) any other body which has the

authority to exercise any Write-Down and Conversion Powers other than an EEA Resolution Authority or a UK Resolution Authority.

“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.

“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, (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 Firm or any other Firm, 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, and (c) with respect to any other Resolution Authority that is not an EEA Resolution Authority or a UK Resolution Authority, any powers under the applicable Bail-In Legislation to cancel, transfer or dilute shares issued by a Firm that is a bank or investment firm or other financial institution or Affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a Firm 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 Firm or any other Firm, 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.

15.30 Acknowledgement Regarding any Supported QFCs

To the extent that the Loan Documents provide support, through a guarantee or otherwise, for the Interest Rate Swap Documents 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 *Federal Deposit Insurance Act* and *Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act* of the United States of America (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 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. In the event a Covered Party of 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 that 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. Without limitation of the foregoing, it is understood and agreed that rights and remedies of parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 15.30:

“**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 Rights**” 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).

15.31 Erroneous Payments

15.31.1 General Obligation to Return

If a Relevant Agent notifies a Relevant Lender (a “**Recipient Lender**”), or any Firm who has received funds on behalf of a Recipient Lender, under or pursuant to any Secured Document (any such Recipient Lender or other recipient, a “**Payment Recipient**”) that the Relevant Agent has determined in its sole discretion (whether or not after receipt of any notice under Subsection 15.31.2 below) that any funds received by such Payment Recipient from the Relevant Agent were erroneously or mistakenly transmitted or paid to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Recipient Lender or other Payment Recipient) (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 the Relevant Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Relevant Agent, and such Recipient Lender shall (or, with respect to any Payment Recipient who received and retains 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 the Relevant Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in immediately available, freely transferable, cleared funds for immediate value (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 so returned to the Relevant Agent at the rate per annum equal to the sum of (a) the greater of (i) Term CORRA and (ii) the Relevant Agent’s prevailing rate for interbank balances of comparable amount and like currency plus (b) two (2) percent (2%) per annum. A notice from a Relevant Agent to any Recipient Lender under this Subsection 15.31.1 shall be conclusive, absent manifest error.

15.31.2 Error Presumed

Without limiting Subsection 15.31.1, each Recipient Lender hereby further agrees that if it or a Payment Recipient on its behalf receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from a Relevant Agent (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 the Relevant Agent 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 the Relevant Agent, or (z) that such Recipient Lender or Payment Recipient otherwise becomes aware was transmitted, paid, or received, in error or by mistake (in whole or in part), (a) an error shall be presumed to have been made (absent express written confirmation from the Relevant Agent to the contrary) or (b) an error has been made (in the case of Clause (z) above), in each case, with respect to such payment, prepayment or repayment and (c) such Recipient Lender shall (or shall cause any such Payment Recipient to) promptly (and, in all events, within one (1) Business Day of its knowledge of such error) notify the Relevant Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Relevant Agent pursuant to this Subsection 15.31.2.

15.31.3 Recovery from Future Payments

Each Recipient Lender hereby authorizes each Relevant Agent to set-off, appropriate and apply any and all amounts at any time owing to such Recipient Lender under any Secured Document, or otherwise payable or distributable by a Relevant Agent to such Recipient Lender from any source, against any amount due to a Relevant Agent under Subsection 15.31.1 or 15.14 or under Section 16.13.1.

15.31.4 Erroneous Payment Return Deficiency

In the event that an Erroneous Payment (or portion thereof) is not recovered by a Relevant Agent for any reason, after demand therefor by a Relevant Agent in accordance with the immediately preceding Subsections 15.31.1, 15.31.2 and 15.31.3 from any Recipient Lender or Payment Recipient on its behalf that has received such Erroneous Payment (or portion thereof) (such unrecovered amount, an “**Erroneous Payment Return Deficiency**”), upon the Relevant Agent’s notice to such Recipient Lender at any time, (a) such Recipient Lender shall be deemed to be a Transferring Lender and have assigned its Rateable Share in Advances (but not its Commitment) under such Credit Facility as the Relevant Agent shall select in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Relevant Agent may specify) (such assignment of its Rateable Share in Advances (but not its Commitment) under the selected Credit Facility, the “**Erroneous Payment Deficiency Assigned Amount**”) at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Relevant Agent in such instance), and is hereby (together with the Borrower) deemed to have executed and delivered to the Relevant Agent a Loan Transfer Agreement with respect to such Erroneous Payment Deficiency Assigned Amount, (b) the Relevant Agent as the Transferee shall be deemed to acquire the Erroneous Payment Deficiency Assigned Amount and (c) upon such deemed acquisition, the Relevant Agent as the Transferee shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assigned Amount and the Transferring Lender shall cease to be a Lender hereunder with respect to such Erroneous Payment Deficiency Assigned Amount, excluding, for the avoidance of doubt, its obligations under Section 15.14 and its Commitment under the Relevant Revolving Facility which shall survive as to such Transferring Lender. The Relevant Agent may, in its discretion, assign any Erroneous Payment Deficiency Assigned Amount (or portion thereof) and, upon receipt of the proceeds of such assignment, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the assignment of such Erroneous Payment Deficiency Assigned Amount (or portion thereof), and the Relevant Agent shall retain all other rights, remedies and claims against the Transferring Lender. For the avoidance of doubt, no Erroneous Payment Deficiency Assigned Amount will reduce the Commitment of the Transferring Lender under a selected Credit Facility and such Commitment shall remain available in accordance with the terms and conditions of this Agreement. In addition, each party hereto agrees that, except to the extent that a Relevant Agent has sold an Erroneous Payment Deficiency Assigned Amount (or portion thereof), and irrespective of whether the Relevant Agent may be equitably subrogated, the Relevant Agent shall be contractually subrogated to all the rights and interests of the Transferring Lender in and to the Erroneous Payment Deficiency Assigned Amount with respect to each Erroneous Payment Return Deficiency.

15.31.5 Subrogation

The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Finance Obligation owed by any Borrower or any other Obligor, 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 immediately available, freely transferable, cleared funds for immediate value received by the Relevant Agent from (a) the Relevant Borrower or any other Obligor or (b) the proceeds of realization from the enforcement of any Secured Document against or in respect of any Obligor, in each case, for the purpose of satisfying such Finance Obligation.

15.31.6 Waiver

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 it would otherwise have been entitled to assert against any claim by a Relevant Agent for the return of any Erroneous Payment received, including any defence based on “discharge for value”, “good consideration” for the Erroneous Payment or change of position by such Payment Recipient, any defence that the intent of a Relevant Agent was that such Payment Recipient retain the Erroneous Payment in all events, or any doctrine or defence similar to any of the foregoing.

15.31.7 Survival

Each party’s obligations, agreements and waivers under this Section 15.31 shall survive the resignation or replacement of a Relevant Agent, or any assignment or transfer of rights or obligations by, or the replacement of, a Recipient Lender, the termination of any of its Commitments or the payment in full of the Finance Obligations (or any portion thereof) owing to such Recipient Lender.

15.31.8 Indemnity by the Lenders

Each Recipient Lender does hereby indemnify and save the Relevant Agent harmless from any and all losses and expenses suffered or incurred by the Relevant Agent resulting from the failure of such Recipient Lender to comply with its obligations under and in respect of this Section 15.31, in each case, in accordance with and subject to the same limitations as are set forth in Section 15.31.

15.32 Additional Adhesion Parties

Each Affiliate of a Lender that wishes to become an Adhesion Party to obtain the benefits of this Agreement may do so by executing an Adhesion Agreement with Mattr and delivering it to the Canadian Agent for acceptance by the Canadian Agent. Upon acceptance by the Canadian Agent, such Affiliate shall become an Adhesion Party hereunder with the same force and effect as if originally named herein as a Lender party to a Bilateral Standby Instrument Facility Agreement, Cash Management Agreement or Derivative, as the case may be, with a Borrower. The execution and delivery of any Adhesion Agreement adding an Adhesion Party as a party to this Agreement shall not require the consent of any other Obligor or Finance Party.

ARTICLE 16 GENERAL

16.1 Costs and Expenses

16.1.1 *Pre-Default*

Mattr shall on demand pay to each Agent, on a full indemnity (after-Taxes) basis, the amount of all reasonable out-of-pocket fees, costs and expenses incurred and disbursements made by each Agent (including the reasonable fees and out-of-pocket expenses of the Lenders' Counsel on a solicitor and client basis and those of accountants, experts and consultants retained by each Agent) in connection with each of:

- (a) the preparation, negotiation, settlement, execution, delivery, entry into effect and administration of each Loan Document or the satisfaction of any conditions specified in Article 9;
- (b) each waiver, consent, amendment or supplement to, or restatement or novation of, each Loan Document;
- (c) the preparation, settlement, execution, delivery and entry into effect of each release, subordination or postponement referred to in Subsection 15.20.2(g);
- (d) any restructuring of the Credit Facilities for any reason other than by reason of an Event of Default; and
- (e) the interpretation, defence, establishment, preservation, protection or enforcement of rights of the Finance Parties under each Finance Document.

16.1.2 *Post Default*

Mattr shall on demand pay to each Senior Lender, on a full indemnity basis, the amount of all out-of-pocket fees, costs and expenses incurred and disbursements made by each Senior Lender (including the fees and out-of-pocket expenses of the Lenders' Counsel on a solicitor and client basis and those of legal counsel, accountants, experts and consultants retained by each Senior Lender) in connection with each of:

- (a) any restructuring of the Credit Facilities by reason of an Event of Default; and
- (b) the defence, establishment, preservation, protection or enforcement of rights of the Senior Lenders under each Loan Document after the occurrence of an Event of Default.

16.1.3 *Stamp Taxes*

Mattr shall pay (a) any stamp, court or documentary tax on any document evidencing the assignment of any Commitment by a Lender that takes place at a time when a Default has occurred that is continuing or Mattr has requested such assignment pursuant to Subsection 16.12.10 and (b) all Other Taxes.

16.1.4 Authorization to Debit and Pay

Each Relevant Borrower irrevocably authorizes and directs each Relevant Agent to debit the Relevant Borrower's Account with the amounts of, and apply the amounts so debited to pay, (a) all unpaid Fees payable to each of the Agents and the Lenders on the Closing Date, (b) all accrued or unpaid fees, costs and expenses (invoiced or estimated) payable by each Agent to the Lenders' Counsel in respect of the negotiation, execution, delivery and entry into effect of this Agreement and any other document related to or entered into in anticipation of this Agreement and the administration and implementation thereof and (c) all accrued or unpaid fees, costs and expenses (invoiced or estimated) payable by each Agent to the Lenders' Counsel in connection with the satisfaction of the conditions precedent set forth in Article 9.

16.2 Indemnification by each Borrower

16.2.1 Borrowings

Each Relevant Borrower shall on demand pay to the Relevant Agent for the account of each Relevant Lender, on a full indemnity (after-Taxes) basis, the amount of all losses and expenses, including losses and expenses sustained by such Relevant Lender in connection with the liquidation or reemployment, in whole or in part, of deposits or funds borrowed or acquired by such Relevant Lender to fund such Relevant Lender's Rateable Share in any Borrowing to such Relevant Borrower, which such Relevant Lender sustains or incurs:

- (a) if for any reason a Borrowing does not occur on a date requested by such Relevant Borrower;
- (b) if such Relevant Borrower fails to give any notice required to be given by it hereunder in the manner and at the time specified herein;
- (c) as a consequence of any failure by such Relevant Borrower to repay any amount when required by the terms of this Agreement; or
- (d) if the whole or any part of such Relevant Lender's Rateable Share in any SOFR Loan or CORRA Loan made available to such Relevant Borrower is paid to such Relevant Lender or converted to another Type of Borrowing other than on the Period End Date relating thereto.

16.2.2 Other

Mattr shall forthwith on demand indemnify, defend and save each of the Agents, the Lenders, their Affiliates, any Receiver (as defined in any Security Document) and any hypothecary representative of the Finance Parties and their respective representatives (each, an "**Indemnified Party**") harmless, on a full indemnity (after-Taxes) basis, from and against any and all claims and losses and expenses (including interest and, to the extent permitted by applicable law, penalties, fines and monetary sanctions) which an Indemnified Party suffers or incurs as a result of or otherwise in respect of:

- (a) any Environmental Liability of any kind which arises out of the execution, delivery or performance of, or the enforcement or exercise of any right under, any Loan Document, including any claim in nuisance, negligence, strict liability or other cause of action arising out of a discharge of a Contaminant into the Environment, the presence or Clean-Up of any Contaminant in the Environment, liability for personal injury or property damage arising from any Contaminant or any fines or Orders of any kind that may be levied or made pursuant to an Environmental Law in each case relating to or otherwise arising out of any of the assets of any Group Member or the Group's Business;
- (b) the direct or indirect use or proposed use of the proceeds of any Advance;
- (c) any Default;
- (d) the enforcement of any Loan Document, Bank Guarantee, Intercorporate Loan Subordination Agreement or Security; or
- (e) any proceeding commenced against any Indemnified Party arising out of the execution, delivery or performance of, or the enforcement of any right under any Loan Document.

Each Senior Lender shall be constituted as the agent and bare trustee of each Indemnified Party who is its own representative, and each Relevant Agent shall be construed as the agent and bare trustee of each Indemnified Party that is a Receiver or hypothecary representative or any representative of either of them, and shall hold and enforce each such Indemnified Party's rights under this paragraph for such party's benefit. The foregoing indemnity shall not apply in respect of losses and expenses of an Indemnified Party to the extent that they are determined by a final judgment that is binding on such Indemnified Party to have directly resulted from the gross negligence or wilful misconduct of such Indemnified Party.

16.3 Application of Payments

Any payments received in respect of the obligations of any Borrower under any Loan Document from time to time may, notwithstanding any appropriation by any Borrower but subject to Sections 8.8, 15.23, 15.24 and 15.27, be appropriated to such parts of the obligations of such Borrower under any Loan Document and in such order as each Agent sees fit, and each Agent shall have the rights to change any appropriation at any time.

16.4 Set-Off, Combination of Accounts and Crossclaims

The obligations of each Borrower under each Loan Document will be paid by such Borrower free and clear of and without regard to any equities between such Borrower and the Senior Lenders or any right of set-off or cross-claim. Any Indebtedness owing by any Senior Lender to any Borrower, direct or indirect, extended or renewed, actual or contingent, matured or not, may be set off or applied against the obligations of such Borrower under any Finance Document by such Senior Lender at any time, either before or after maturity, without demand upon or notice to anyone.

16.5 Rights in Addition

The rights conferred by each Finance Document are in addition to, and not in substitution for, any other rights the Senior Lenders may have under that Finance Document or any other Finance Document, at law, in equity or by or under Applicable Law or any agreement. The Senior Lenders may proceed by way of proceeding at law or in equity and no right of the Senior Lenders shall be exclusive of or dependent on any other. The Senior Lenders may exercise any of its rights separately or in combination and at any time.

16.6 Certificate Evidence

A certificate prepared by any Senior Lender and provided to any Borrower setting forth any interest rate or any amount payable under this Agreement, including the amount of compensation or loss and expense payable under Section 7.6 or 16.2, shall be conclusive and bind such Borrower, absent manifest error.

16.7 Evidence of Indebtedness

16.7.1 Agent's Books

Each Agent shall open and maintain on its books accounts evidencing all Borrowings and all amounts owing by each Relevant Borrower to that Relevant Agent and each Relevant Lender under each Relevant Revolving Facility. The Relevant Agent shall enter in the accounts details of all amounts from time to time owing, paid or repaid by each Relevant Borrower under each Relevant Revolving Facility. The information entered in the accounts shall constitute, in the absence of manifest error, conclusive evidence of the existence and quantum of the obligations of each Relevant Borrower to that Relevant Agent and each Relevant Lender under each Relevant Revolving Facility. Each Relevant Borrower and each Relevant Lender shall, on reasonable notice to the Relevant Agent, be entitled to obtain from the Relevant Agent copies of extracts of all entries made in such accounts.

16.7.2 Lenders May Request Promissory Notes

Any Relevant Lender may request that its Rateable Share in Advances be evidenced by a promissory note (a “**Note**”). In such event, each Relevant Borrower shall prepare, execute and deliver to such Relevant Lender a Note payable to the order of such Relevant Lender in a form supplied by the Relevant Agent. Thereafter, the Rateable Share of such Relevant Lender in all outstanding Advances evidenced by such Note and interest thereon shall at all times (including after any assignment pursuant to Section 16.12) be represented by one or more Notes payable to the order of the payee named therein or any assignee pursuant to Section 16.12, except to the extent that any such Relevant Lender or assignee subsequently returns any such Note for cancellation and requests that its Rateable Share on outstanding Advances once again be evidenced as described in Subsection 16.7.1.

16.7.3 Relevant Swing Line Lenders' Books

Each Relevant Swing Line Lender shall open and maintain on its books accounts evidencing all Borrowings under its Relevant Swing Line and all amounts owing by each Relevant

Borrower to that Relevant Swing Line Lender under the Relevant Swing Line. The Relevant Swing Line Lender shall enter in the accounts details of all amounts from time to time owing, paid or repaid by each Relevant Borrower under the Relevant Swing Line. The information entered in the accounts shall constitute, in the absence of manifest error, conclusive evidence of the existence and quantum of the obligations of each Relevant Borrower to the Relevant Swing Line Lender under the Relevant Swing Line. Each Relevant Borrower shall, on reasonable notice to the Relevant Agent, be entitled to obtain from the Relevant Swing Line Lender copies of extracts of all entries made in such accounts.

16.7.4 Relevant Agent's Accounts Govern

If there is any conflict or inconsistency between the accounts of any Relevant Agent maintained pursuant to Subsection 16.7.1 and the accounts of any other party hereto, (other than the accounts of a Relevant Swingline Lender referred to in subsection 16.7.3), including those recorded in any Note referred to in Subsection 16.7.2, the accounts of the Relevant Agent shall govern and be binding on the other parties hereto, absent manifest error.

16.7.5 Registered Obligations for US Tax Purposes

The US Agent, acting as a non-fiduciary agent of each US Borrower solely for tax purposes, shall establish and maintain at its address referred to in Schedule 12 (or at such other address as the US Agent may notify each US Borrower) (a) a record of ownership (the “**Register**”) in which the US Agent agrees to register by book entry the interests (including any rights to receive payment hereunder) of the US Agent, each US Lender and each US Issuing Bank in the Advances outstanding under the US Facilities, each of their obligations under this Agreement to participate in each Advance under the US Facilities and any assignment of any such interest, obligation or right and (b) accounts in the Register in accordance with its usual practice in which it shall record (i) the names and addresses of the US Lenders and the US Issuing Banks (and each change thereto), (ii) the Commitments of each US Lender, (iii) the amount of each Advance and each funding of any participation described in Clause (a) above, and for any SOFR Loan and CORRA Loan, the Interest Period applicable thereto, (iv) the amount of any principal or interest due and payable or paid in respect of Advances under the US Facilities, (v) the amount of the Advances due and payable or paid in respect of Standby Instruments issued under the US Facilities and (vi) any other payment received by the US Agent from a US Borrower and its application to the Advances outstanding under the US Facilities. The US Agent may treat the holder in whose name an obligation is registered in the Register as the owner of such obligation for all purposes, whether or not such obligation is overdue, and the US Agent shall not be affected by notice to the contrary except as required by applicable law.

Notwithstanding anything to the contrary contained in this Agreement, the Advances outstanding under the US Facilities (including any Notes evidencing such Advances and any corresponding obligations to participate in US Swing Line Advances and reimbursement obligations under Standby Instruments issued under the US Facilities) are registered obligations, the right, title and interest of the US Lenders and the US Issuing Banks and their assignees in and to such Advances, as the case may be, shall be transferable only upon notation of such transfer in the Register and no assignment thereof shall be effective until recorded therein. This Section shall be construed so that the Advances and reimbursement obligations under Standby Instruments

issued under the US Facilities are at times maintained in “registered form” within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Internal Revenue Code.

16.8 Notices

Any notice, demand, consent, approval or other communication to be made or given under or in connection with this Agreement (a “**Notice**”) shall be in writing and may be made or given by personal delivery, by facsimile or by e-mail addressed to the Agents and the Borrowers at their respective addresses set out in Schedule 12, or to such other address as such party may from time to time notify the others in accordance with this Section 16.8, and to the Lenders at their respective Lending Offices. Any Notice made or given by personal delivery shall be conclusively deemed to have been given at the time of actual delivery or, if made or given by facsimile or by e-mail, at the opening of business on the first (1st) Business Day following the transmittal thereof provided that the party sending such Notice either receives confirmation of receipt (in the case of facsimile or e-mail) or does not receive a delivery failure notification (in the case of e-mail). Notwithstanding the foregoing, (a) no Agent shall be deemed to have received any Notice until it is actually received by an officer of that Agent charged with the administration of this Agreement and (b) each Agent may in its discretion act upon verbal Notice from any person reasonably believed by that Agent to be a person authorized by a Relevant Borrower, Relevant Lender or Relevant Agent to give instructions under or in connection with this Agreement including any request for a Borrowing. The Senior Lenders shall not be responsible for any error or omission in such instructions or in the performance thereof. Any notice given by any Borrower in respect of itself or any other Borrower shall bind each such Borrower.

16.9 Confirmation of Guarantors

Each Borrower confirms and agrees with each Senior Lender that the Bank Guarantee shall extend and apply to the Loan Obligations of each other Borrower (including each Additional Borrower) that such Borrower is not jointly and severally liable for in accordance with Section 16.10.

16.10 Several Obligations

Subject to the next sentence, the obligations of the Borrowers under this Agreement are several (and not joint). Nothing in this Section 16.10 shall change the obligations of each Borrower under the Bank Guarantee.

16.11 Judgment Currency

If, for the purposes of obtaining or enforcing judgment in any court in any jurisdiction, it becomes necessary to convert into the currency of the jurisdiction in which the court rendering such judgment is located (the “**Judgment Currency**”) an amount due under any Finance Document in any other (the “**Original Currency**”), then the date on which the rate of exchange for conversion is selected by that court is referred to herein as the “**Conversion Date**”. If there is a change in the rate of exchange between the Judgment Currency and the Original Currency between the Conversion Date and the actual receipt by any Senior Lender of the amount due to it under such Finance Document or under such judgment, the Relevant Borrower shall, notwithstanding such judgment, pay all such additional amounts as may be necessary to ensure

that the amount received by such Senior Lender in the Judgment Currency, when converted at the rate of exchange prevailing on the date of receipt, will produce the amount due in the Original Currency. The Relevant Borrower's liability hereunder constitutes a separate and independent liability which shall not merge with any judgment or any partial payment or enforcement of payment of sums due under any Finance Document.

16.12 Successors and Assigns

16.12.1 Benefit & Burden

The Loan Documents shall enure to the benefit of and be binding on the parties hereto, their respective successors and each assignee of some or all of the rights or obligations of the parties under the Loan Documents permitted by this Section 16.12. Any entity into which an Agent may be amalgamated, merged or converted or with which it may be consolidated, or any corporation resulting from any amalgamation, merger, conversion or consolidation to which an Agent shall be a party, shall be the Relevant Agent under this Agreement without further action. Any reference in any such Loan Document to any party hereto shall (to the extent the context so admits) be construed accordingly.

16.12.2 Borrower

No Borrower may assign all or any part of any of its rights or obligations in respect of any Credit Facility or under any Loan Document. Where the context so admits, each reference in this Agreement to any Borrower shall be construed so as to include the successors of such Borrower.

16.12.3 Participation

Each Lender may grant to any other person (a "**Participant**"), other than an Ineligible Participant (defined below), a participation in the whole or any part of any of its Commitments (including its Rateable Share in any related Advances) under which the Participant shall be entitled to the benefit of the same rights under this Agreement with respect to such Participation as if it were a party hereto in the place and stead of such Lender; provided that, in respect of such participated share of its Commitments and as amongst all parties to this Agreement, such Lender (and not the Participant) shall remain entitled to enforce such rights, and shall remain responsible for the performance of all obligations, of such Lender under this Agreement with respect to the share of each of its Commitments subject to such participation. A Lender may not grant a participation to (i) any "employee pension benefit plan" (as defined in Section 3(2) of ERISA) with respect to which any Group Member is a "party in interest" (as defined in Section 3(14) of ERISA) or (ii) any passive investment fund in which any such "employee pension benefit plan" has an interest unless, in either case, an exemption to the prohibited transaction rules of Sections 406 and 407 of ERISA or Section 4975 of the Internal Revenue Code applies or such prohibited transaction rules are otherwise not applicable (any of the foregoing, an "**Ineligible Participant**").

Each US Lender that grants a participation shall, acting solely for this purpose as a non-fiduciary agent of the US Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest amounts) of each

Participant's interest in the Advances or other obligations under the US Facilities (the "**Participant Register**"). The entries in the Participant Register shall be conclusive, absent manifest error, and such US Lender shall treat each person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. No US Lender shall have any obligation to disclose all or any portion of the Participant Register to any person (including the identity of any Participant or any information relating to a Participant's interest in any Commitments, Advances or its other obligations under any Loan Document), except to the extent that such disclosure is necessary in connection with a tax audit or other proceeding to establish that such Commitments, Advances or other obligations is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations.

16.12.4 Assignments

Each Relevant Lender (a "**Transferring Lender**") may, with the prior written consent of the Relevant Agent, Relevant Swing Line Lender and each Relevant Issuing Bank, assign its Commitment under any Relevant Credit Facility (including its share in any Advances made under such Relevant Credit Facility), or any part thereof in a minimum amount of USD5,000,000, or such lesser amount as the Relevant Agent may permit, to:

- (a) any other Lender or any Affiliate or Approved Fund of the Transferring Lender; provided that any such assignment shall not constitute a prohibited transaction under Sections 406 and 407 of ERISA or Section 4975 of the Internal Revenue Code;
- (b) prior to the occurrence of a Default and so long as no Default exists, to any person not referred to in paragraph (a), with the prior consent of Mattr, such consent not to be unreasonably withheld or delayed (and such consent shall be deemed to have been given if Mattr fails to respond within five (5) Business Days of any request for consent being made); or
- (c) after the occurrence of a Default and while the same is continuing, to any other person, other than an Ineligible Participant.

Any such transfer to any person permitted pursuant to the preceding sentence (a "**Transferee**") shall be made pursuant to a loan transfer agreement (a "**Loan Transfer Agreement**") substantially in the form of Schedule 13 (or in such other form to substantially the same effect as the Relevant Agent may approve). Each Loan Transfer Agreement must be delivered to the Relevant Agent at least five (5) Business Days before it takes effect accompanied, if such assignment is not being made to an Affiliate or Approved Fund of an existing Relevant Lender, by payment to the Relevant Agent of a processing fee of USD3,500. Each party hereto hereby agrees that any such Transferee shall be subject to the obligations identical to the obligations assigned under any such Loan Transfer Agreement and shall be entitled to rights identical to the rights assigned to such Transferee as if such Transferee were named in this Agreement as an original party in substitution for the Transferring Lender in respect of each such Commitment, or part thereof, assigned, and such Transferring Lender shall be released from all obligations in relation to each of its Commitments, or part thereof, so assigned.

16.12.5 Pledge to Reserve Bank

Notwithstanding Subsection 16.12.4, any Lender may at any time, without the consent of Mattr or any Agent, assign all or any portion of its rights under this Agreement and its Notes to a Federal Reserve Bank or the European Central Bank; provided, however, that no such assignment to a Federal Reserve Bank or the European Central Bank shall release the assignor Lender from its obligations hereunder.

16.12.6 Schedule 1

The US Agent shall promptly provide the Canadian Agent with such information as may be required from time to time to update and properly record the Commitments recorded in Schedule 1 each time a Loan Transfer Agreement takes effect in relation to its Relevant Credit Facilities. The Canadian Agent may from time to time revise Schedule 1 to record the Lenders and their respective Commitments after giving effect to assignments or transfers referred to in Subsection 16.12.4 above. Any such revised Schedule 1 shall be *prima facie* evidence of the identities and Commitments of the Lenders. The Canadian Agent shall provide a copy of any such revised Schedule 1 to Mattr, each other Agent and each Lender upon request.

16.12.7 Increased Costs

If as a result of any assignment of the whole or any part of any Commitment of any Relevant Lender pursuant to Subsection 16.12.4, or any participation granted by any Relevant Lender pursuant to Subsection 16.12.3 made while no Default is continuing, the Transferee or Participant would incur costs, expenses or other amounts of the nature described in Section 7.6 in excess, at that time, of those which the Relevant Borrower would have been required to indemnify such Relevant Lender had such assignment or participation not taken place, the indemnity obligations of the Relevant Borrower under Section 7.6 shall not extend to such excess.

16.12.8 Withholding Tax

If as a result of any assignment of the whole or any part of any Commitment of any Transferring Lender pursuant to Subsection 16.12.4 made while no Default is continuing, the Relevant Borrower would be required to deduct or withhold withholding Tax and make increased payments to the Transferee pursuant to Section 7.9 or 7.10 in excess, at that time, of such increased payments which the Relevant Borrower would have been required to pay to the Transferring Lender pursuant to Section 7.9 or 7.10 had such assignment not taken place, the provisions of Section 7.9 or 7.10 requiring such increased payment shall not apply to the extent of such excess.

16.12.9 Disclosure

Each Lender may disclose to any prospective or actual Participant in or Transferee of any rights or obligations in respect of any Credit Facilities any information regarding any Group Member or any of its Business Affairs so long as the prospective or actual Participant or Transferee agrees to be bound by the confidentiality provisions of this Subsection 16.12.9. Each Lender shall keep confidential and not disclose to any third party (excluding for certainty its own Affiliates and their respective representatives) any confidential information received by such Lender from a Borrower pursuant to this Agreement which is designated as confidential by such Borrower save

that any Lender may disclose any such confidential information (i) as provided in the preceding sentence, (ii) to any Agent or other Finance Party, (iii) to any Unsecured Noteholder, (iv) to any prospective or actual replacement Agent, (v) to the extent such Lender reasonably believes it is obliged to disclose to any governmental authority pursuant to Applicable Law, (vi) to the extent required to protect the interests of any Lender in any actual, pending or threatened proceeding, (vii) as may be necessary or desirable in order to enforce the rights of the Senior Lenders under any Loan Document or (viii) to the extent Mattr consents in writing to such disclosure.

16.12.10 Substitute Lenders

If at any time (a) any Relevant Borrower becomes obligated to compensate any Relevant Lender for additional amounts pursuant to Section 7.6, (b) any Relevant Lender becomes an Affected Lender and either ceases to make its Rateable Share available in any Borrowing pursuant to Section 7.8, (c) any Relevant Lender becomes a Defaulting Lender or (d) any Relevant Lender fails or refuses or is deemed to refuse to consent to or waive any matter or thing requested by Mattr which requires the consent or waiver by Required Lenders (a “**Non-Consenting Lender**”), and all other Lenders who have consented to or waived such matter or thing would, together with the Non-Consenting Lender, have constituted the Required Lenders to approve such consent or waiver and Mattr has identified a Transferee that is prepared to accept a Transfer of the Non-Consenting Lender’s Commitments (in any such case of (a), (b), (c) or (d), an “**Unwanted Lender**”), then Mattr may, on ten (10) Business Days’ prior written notice to the Relevant Agent and such Unwanted Lender replace the Unwanted Lender by causing the Unwanted Lender to (and the Unwanted Lender shall be obligated to) assign and transfer its rights and obligations under this Agreement pursuant to Subsection 16.12.4 to another Relevant Lender that has agreed to accept such assignment and transfer or to another person selected by Mattr that is a Transferee, (a “**Replacement Lender**”) for a purchase price equal to the Loan Obligations owing to the Unwanted Lender, including all accrued interest and Fees and other amounts payable hereunder, together with such amount as would be payable to the Unwanted Lender under Subsection 16.2.1 if the Rateable Share of the Unwanted Lender in each outstanding Advance were actually being paid by the Relevant Borrower instead of being purchased by way of assignment and transfer pursuant to Subsection 16.12.4; provided that (v) no Agent or Lender shall have any obligation to any Borrower to find a Replacement Lender, (w) in circumstances where an Unwanted Lender is sought to be replaced pursuant to this Subsection 16.12.10, in order for Mattr to be entitled to replace such Unwanted Lender, such replacement must, save in the case of a Defaulting Lender, take place no later than 90 days after the date Mattr or the Unwanted Lender shall have notified the Relevant Agent that it had become an Unwanted Lender, (x) in no event shall the Unwanted Lender be required to pay or surrender to such Replacement Lender any of the principal, interest, Fees or other amounts received by the Unwanted Lender pursuant to this Agreement, (y) Mattr shall pay to the Unwanted Lender any Other Connection Taxes imposed by reason of such transfer and assignment and (z) Mattr shall only be entitled to replace an Unwanted Lender pursuant to this Subsection 16.12.10 if no Default has occurred which is continuing.

16.13 Defaulting Lender Provisions

16.13.1 Cash Collateral and Withholding from Defaulting Lenders

- (a) To the extent permitted by applicable law, each Defaulting Lender shall be required to provide to each Relevant Agent cash in an amount, as shall be determined from

time to time by such Relevant Agent in its discretion, equal to all obligations of such Defaulting Lender to such Relevant Agent that are owing or may become owing pursuant to this Agreement. Such cash shall be held by each Relevant Agent in one or more cash collateral accounts, which accounts shall be in the name of such Relevant Agent and shall not be required to be interest bearing. Each Relevant Agent shall be entitled to apply the foregoing cash in accordance with any of Sections 8.3, 15.14 and 15.27.

- (b) Each Relevant Agent shall be entitled to withhold and deposit in one or more non-interest bearing cash collateral accounts in the name of such Relevant Agent amounts (whether principal, interest, fees or otherwise) received by such Relevant Agent and due to a Defaulting Lender pursuant to this Agreement which amounts shall be used by such Relevant Agent:
 - (i) *first*, to reimburse such Relevant Agent for any amounts owing to it by the Defaulting Lender pursuant to any Loan Document; and
 - (ii) *second*, to cash collateralize all other obligations of such Defaulting Lender to such Relevant Agent owing pursuant to this Agreement in such amount as shall be determined from time to time by such Relevant Agent in its discretion, including such Defaulting Lender's obligation to pay its Rateable Share of any indemnification or expense reimbursement amounts not paid by a Relevant Borrower.
- (c) For greater certainty and in addition to the foregoing, neither Relevant Agent nor any of its Affiliates nor any of their respective shareholders or representatives shall be liable to any Relevant Lender (including a Defaulting Lender) for any action taken or omitted to be taken by it in connection with amounts payable by a Relevant Borrower to a Defaulting Lender and received and deposited by the Relevant Agent in a cash collateral account and applied in accordance with the provisions of this Agreement, save and except to the extent determined by a final judgment that is binding on the Relevant Agent to have been directly resulted from the gross negligence or wilful misconduct of the Relevant Agent.
- (d) Without limiting the foregoing, if a Relevant Lender becomes a Defaulting Lender as a result of the failure to fund any payment or its portion of any Advances required to be made by it hereunder or to purchase any participation required to be purchased by it hereunder or under any other Loan Document, then the Relevant Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Relevant Agent for the account of such Relevant Lender to satisfy such Relevant Lender's obligations until all such unsatisfied obligations are paid in full.
- (e) Without limiting the foregoing, if a Defaulting Lender as a result of the exercise of a set-off shall have received a payment in respect of its Rateable Share in any Loan Obligations or its share in any participation required hereunder which results in its share therein being less than its Rateable Share thereof, then no payments will be made to such Defaulting Lender until such time as all amounts due and owing to

the Relevant Lenders have been equalized in accordance with each Relevant Lender's respective Rateable Share. If a Relevant Agent shall receive any payment in respect of any Loan Obligations owing to any Defaulting Lender, the Relevant Agent shall apply such payment first to make payments to Non-Defaulting Lenders until such time as each Relevant Lender (including each Defaulting Lender) is owed its Rateable Share of all outstanding Loan Obligations.

16.13.2 Funding if there is a Defaulting Lender

- (a) Notwithstanding any provision of this Agreement to the contrary, if any Relevant Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Relevant Lender is a Defaulting Lender:
 - (i) the Standby Fees payable pursuant to Section 7.3 shall cease to accrue on the unused portion of the Relevant Commitment(s) of such Defaulting Lender if and for so long as such Lender is a Defaulting Lender pursuant to paragraph (a) or (b) of the definition thereof;
 - (ii) a Defaulting Lender shall not be included in determining whether, and the Relevant Commitments and Rateable Shares of such Defaulting Lender shall be excluded in determining whether, the Required Lenders have taken or may take any action hereunder (including any consent to any amendment or waiver pursuant to Section 15.20);
 - (iii) a Defaulting Lender shall not be required to consent to a decrease in the Standby Fees payable pursuant to Section 7.3; provided that such decrease applies to all other Relevant Lenders; and
 - (iv) for certainty, the Relevant Borrower, the Relevant Agents, the Relevant Swing Line Lenders and the Relevant Issuing Banks shall retain and reserve their respective other rights respecting each Defaulting Lender;

provided that the Relevant Agent shall only be required to give effect to (i) and (ii) above if the Relevant Agent has actual knowledge that a Relevant Lender is a Defaulting Lender. If the Relevant Agent acquires actual knowledge that a Relevant Lender is a Defaulting Lender, then the Relevant Agent shall promptly notify the Relevant Borrower and the other Relevant Lenders that such Relevant Lender is a Defaulting Lender (and such Relevant Lender shall be deemed to have consented to such disclosure); provided that, for certainty, the Relevant Agent shall have no duty to inquire as to whether any Relevant Lender is a Defaulting Lender.

- (b) If a Relevant Agent has actual knowledge that a Relevant Lender is a Defaulting Lender at the time that the Relevant Agent receives a Borrowing Request or Repayment Notice that relates to a Standby Instrument or will result in a currency conversion, then each Non-Defaulting Lender shall fund its Rateable Share of such affected Advance (and, in calculating such Rateable Share, the applicable Relevant Commitment of each such Defaulting Lender shall be ignored); provided that such re-allocation may only be effected if and to the extent that (i) such re-allocation

would not cause any Non-Defaulting Lender's Rateable Share of all Advances to exceed its applicable Relevant Commitment and (ii) the conditions precedent in Article 9 are satisfied at such time. Each Defaulting Lender agrees to indemnify each Non-Defaulting Lender for any amounts paid by such Non-Defaulting Lender under this Subsection 16.13.2(b) and which would otherwise have been paid by the Defaulting Lender if its applicable Commitment had been included in determining the Rateable Shares of such affected Advances.

- (c) If any Standby Instrument is outstanding at the time that a Relevant Lender becomes a Defaulting Lender, then:
 - (i) all or any part of such Defaulting Lender's Rateable Share of such Standby Instrument shall be re-allocated among the Non-Defaulting Lenders in accordance with their respective Rateable Shares; provided that such reallocation may only be effected if and to the extent that (A) such re-allocation would not cause any Non-Defaulting Lender's Rateable Share of all Advances to exceed its applicable Commitment(s) and (B) the conditions precedent in Article 9 are satisfied at such time;
 - (ii) if the re-allocation described in clause (i) above cannot be effected, or can only partially be effected, then such Defaulting Lender shall, within one (1) Business Day following notice by the Relevant Agent and to the extent permitted by applicable law, provide cash collateral to the Relevant Agent for such Defaulting Lender's Rateable Share of such Standby Instrument (after giving effect to any partial re-allocation pursuant to clause (i) above) for so long as such Standby Instrument is outstanding, and if such Defaulting Lender shall fail to provide such cash collateral, then, at the request of the Relevant Issuing Bank, the Relevant Borrower shall provide such cash collateral to the Relevant Agent; and
 - (iii) if the Rateable Shares of the Non-Defaulting Lenders are re-allocated pursuant to this Subsection 16.13.2, then the LC/LG Fees payable to the Relevant Lenders shall be adjusted to give effect to such re-allocations in accordance with each such Non-Defaulting Lender's Rateable Shares and if the Relevant Borrower provides cash collateral pursuant to clause (ii) above, then the Relevant Borrower shall not be required to pay the LC/LG Fees attributable to the cash collateralized exposure of such Standby Instrument.
- (d) So long as any Relevant Lender is a Defaulting Lender, no Relevant Issuing Bank shall be required to issue, amend or increase any Standby Instrument unless such Relevant Issuing Bank is satisfied that the related exposure will be 100% covered by the Relevant Commitments of the Non-Defaulting Lenders or cash collateralized in accordance with Subsection 16.13.2(c), and participating interests in any such newly issued or increased Standby Instrument shall be allocated among Non-Defaulting Lenders in a manner consistent with Subsection 16.13.2(b) or 16.13.2(c)(i) as applicable (and Defaulting Lenders shall not participate therein).

- (e) So long as any Relevant Lender is a Defaulting Lender, no Relevant Swing Line Lender shall be required to make any further Advance under the Relevant Swing Line unless such Relevant Swing Line Lender is satisfied that the related exposure will be 100% covered by the Relevant Revolving Commitments of the Non-Defaulting Lenders or cash collateralized in a manner satisfactory to the Relevant Swing Line Lender.
- (f) Subject to Section 15.29, no reallocation of Relevant Revolving Commitments under this Section 16.13.2 shall constitute a waiver or release of any claim of any party hereunder against a Defaulting Lender arising from that Lender having become a Defaulting Lender, including any claim of a Non-Defaulting Lender as a result of such Non-Defaulting Lender's increased exposure following such reallocation.
- (g) If any Relevant Lender shall cease to be a Defaulting Lender (as determined by the Relevant Agents, the Relevant Borrower, the Relevant Swing Line Lender and the Relevant Issuing Bank, each acting reasonably), then, upon becoming aware of such change, the Relevant Agent shall notify the Non-Defaulting Lenders and on such date of notice (i) such Relevant Lender (which has ceased to be a Defaulting Lender) is deemed to have purchased from the other Relevant Lenders at par, and the other Relevant Lenders are deemed to have sold to such Relevant Lender, portions of such Advances (including participations in Standby Instruments) equal in total to such Lender's Rateable Share thereof without regard to this Subsection 16.13.2 and (ii) if no Default exists, then any remaining cash collateral posted by a Relevant Borrower pursuant to clause (c)(ii) above with respect to such Relevant Lender shall be returned to such Relevant Borrower.
- (h) Each Defaulting Lender shall indemnify each of the Borrowers for any losses, claims, costs, damages or liabilities (including reasonable out-of-pocket expenses and reasonable legal fees on a solicitor and his own client basis) incurred by such Borrower as a result of such Defaulting Lender failing to comply with the terms of this Agreement including any failure to fund its portion of any Advances required to be made by it hereunder.

16.13.3 Failure by Lender to Advance

If a Relevant Lender becomes a Defaulting Lender because it fails to make payment on the due date therefor of any amount due from it for the account of the Relevant Swing Line Lender pursuant to Subsection 4.6.1, 15.28.1 or 15.28.2 or to an Issuing Bank pursuant to Subsection 4.6.1 (the balance thereof for the time being unpaid being referred to in this Section 15.28 as an "**overdue amount**") then until the Relevant Swing Line Lender or Issuing Bank has received payment of the overdue amount (plus interest as provided below) in full (and without in any way limiting the rights of the Relevant Swing Line Lender or Issuing Bank in respect of such failure):

- (a) the Relevant Swing Line Lender or Issuing Bank shall be entitled to receive any payment which such Defaulting Lender would otherwise have been entitled to

receive in respect of the Credit Facilities or otherwise in respect of any Finance Document; and

- (b) the overdue amount shall bear interest payable by such Defaulting Lender to the Relevant Swing Line Lender or Issuing Bank at the rate payable by the Relevant Borrower in respect of the Loan Obligations which gave rise to such overdue amount.

16.13.4 Accordion Feature

On each Accordion Effective Date on which an Accordion Lender becomes a Relevant Lender, this Agreement and each other Finance Document shall henceforth be read and construed as if such Accordion Lender were party to this Agreement as a Relevant Lender having all of the rights and obligations of a Relevant Lender expressed herein with respect to each Commitment that the Accordion Lender has agreed to accept and all references to any Lenders or Relevant Lenders in any Financing Document shall (to the extent the context so admits) be construed accordingly. Each Lender irrevocably appoints, authorizes and directs the Canadian Agent, as its attorney and agent, with full power of substitution and delegation, to complete and execute on its behalf each Accordion Agreement relating to each such Accordion Lender. Each Lender agrees that it will be bound by the terms of each such Accordion Agreement so completed and executed by the Canadian Agent. Each Borrower irrevocably appoints, authorizes and directs Matttr, as its attorney and agent, with full power of substitution and delegation, to complete and execute on behalf of such Borrower an Accordion Agreement relating to each Accordion Lender. Each Borrower agrees that it shall be bound by the terms of each such Accordion Agreement so completed and executed by Matttr.

16.14 Co-Lead Arrangers, Joint Bookrunners and Syndication Agent

None of the Co-Lead Arrangers, Joint Bookrunners and Syndication Agent nor any of their respective representatives shall be under any obligation whatsoever:

- (a) to any Group Member as a consequence of any failure or delay in performance by, or any breach by, any Finance Party of any of its obligations under any Finance Document;
- (b) to any Finance Party as a consequence of any failure or delay in performance by, or any breach by, any Group Member of any of its obligations under any Finance Document; or
- (c) to any Finance Party for any statements, representations or warranties in any Finance Document or any other agreement, document or instrument contemplated by any Finance Document or any other information provided pursuant to any Finance Document or any other agreement, document or instrument contemplated by any Finance Document or for validity, effectiveness, enforceability or sufficiency of any Finance Document or any other agreement, document or instrument contemplated thereby.

16.15 Anti-Money Laundering Laws

16.15.1 Canadian and other Anti-Money Laundering Laws

- (a) Each of the Borrowers acknowledges that, pursuant to Anti-Money Laundering Laws, the Agents and Lenders may be required to obtain, verify and record information regarding the Borrowers, their respective directors, authorized signing officers, direct or indirect shareholders or other persons in control of the Borrowers, and the transactions contemplated hereby. The Borrowers shall promptly provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any of the Agents or the Lenders, or any prospective Transferee or Participant of any of the Agents or Lenders, in order to comply with any applicable Anti-Money Laundering Laws, whether now or hereafter in existence.
- (b) If any of the Agents has ascertained the identity of any Borrower or any authorized signatories of any Borrower for the purposes of applicable Anti-Money Laundering Laws, then such Agent:
 - (i) shall be deemed to have done so as an agent for each Relevant Lender, and this Agreement shall constitute a “written agreement” in such regard between each Relevant Lender and such Agent within the meaning of applicable Anti-Money Laundering Laws; and
 - (ii) shall provide to each Relevant Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lenders agrees that none of the Agents have any obligation to ascertain the identity of any of the Borrowers or any authorized signatories of them on behalf of any Lender, nor to confirm the completeness or accuracy of any information any of the Agents obtains from any of the Borrowers or any such authorized signatory in doing so.

16.15.2 USA Patriot Act

Each Lender that is subject to the USA Patriot Act and the US Agent (for itself and not on behalf of any Lender) hereby notifies the Borrowers and Guarantors that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify and record information that identifies such persons, which information includes the name, address and tax identification number of each such persons and other information that will allow such Lender or the US Agent, as applicable, to identify such persons in accordance with the USA Patriot Act. This notice is given in accordance with the requirements of the USA Patriot Act and is effective as to the Lenders subject to the USA Patriot Act and the US Agent.

16.16 Survival

The Loan Obligations payable under Sections 7.6, 7.9, 16.1 and 16.2 and all contingent indemnification and expense reimbursement claims and other contingent obligations of the Borrowers under any Loan Document (“**Surviving Obligations**”) shall survive the payment in full of all other Loan Obligations and termination of this Agreement and shall continue in full force and effect until such Surviving Obligations are irrevocably paid in full.

16.17 Time of the Essence

Time is of the essence of each provision of each Loan Document.

16.18 Governing Law

This Agreement, other than Section 15.3 and Subsection 16.19.5, shall be governed by, and interpreted in accordance with, the laws in force in the Province of Ontario, including the federal laws of Canada applicable therein, but excluding choice of law rules. Such choice of law shall, however, be without prejudice to or limitation of any other rights available to the Senior Lenders under the laws of any jurisdiction where any Group Member or its property may be located.

16.19 JURISDICTION

16.19.1 SUBMISSION TO JURISDICTION AND WAIVER OF OBJECTIONS

WITH RESPECT TO ANY CLAIM ARISING OUT OF THIS AGREEMENT, ANY OTHER FINANCE DOCUMENT OR ANY OTHER AGREEMENT RELATING TO ANY FINANCE DOCUMENT (COLLECTIVELY, THE “**FINANCE RELATED AGREEMENTS**”):

- (a) FOR THE EXCLUSIVE BENEFIT OF THE FINANCE PARTIES, EACH BORROWER IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF:
 - (i) THE PROVINCE OF ONTARIO, CANADA LOCATED AT TORONTO;
 - (ii) THE STATE OF ILLINOIS AND THE UNITED STATES FEDERAL COURT LOCATED IN CHICAGO;
 - (iii) THE STATE OF NEW YORK AND THE UNITED STATES FEDERAL COURT LOCATED IN THE BOROUGH OF MANHATTAN IN NEW YORK CITY;
 - (iv) ENGLAND; AND
 - (v) THE JURISDICTION IN WHICH THE CHIEF EXECUTIVE OFFICE OF EACH BORROWER IS LOCATED OR IN WHICH IT IS

INCORPORATED OR FORMED LOCATED AT THE PRINCIPAL FINANCIAL CENTER OF SUCH JURISDICTION,

INCLUDING ANY APPELLATE COURT FROM ANY THEREOF; AND

(b) EACH BORROWER IRREVOCABLY WAIVES:

- (i) ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDING ARISING OUT OF OR RELATING TO ANY OF THE FINANCE RELATED AGREEMENTS BROUGHT IN ANY COURT OF PRIMARY JURISDICTION;
- (ii) ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN ANY COURT OF PRIMARY JURISDICTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM;
- (iii) THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDING BROUGHT IN ANY COURT OF PRIMARY JURISDICTION, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH BORROWER; AND
- (iv) THE RIGHT TO REQUIRE ANY FINANCE PARTY TO POST SECURITY FOR COSTS IN ANY PROCEEDING BROUGHT IN ANY COURT OF PRIMARY JURISDICTION.

16.19.2 SENIOR LENDERS MAY SUE IN ANOTHER JURISDICTION

NOTHING IN THIS AGREEMENT WILL BE DEEMED TO PRECLUDE THE SENIOR LENDERS FROM BRINGING ANY PROCEEDING IN RESPECT OF ANY FINANCE RELATED AGREEMENT IN ANY OTHER JURISDICTION.

16.19.3 FINAL JUDGMENT

EACH BORROWER AGREES THAT A FINAL JUDGMENT IN ANY PROCEEDING COMMENCED IN ANY COURT OF PRIMARY JURISDICTION SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

16.19.4 WAIVER OF TRIAL BY JURY

FOR THE PURPOSES OF ANY PROCEEDING COMMENCED IN THE UNITED STATES, EACH BORROWER AND EACH FINANCE PARTY IRREVOCABLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY PROCEEDING (A) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH OR RELATING TO ANY FINANCE RELATED AGREEMENT, OR (B) ARISING FROM OR RELATING TO ANY RELATIONSHIP EXISTING IN CONNECTION WITH ANY FINANCE RELATED AGREEMENT, AND AGREES THAT ANY SUCH PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH BORROWER HEREBY

(C) CERTIFIES THAT NO REPRESENTATIVE OF ANY FINANCE PARTY HAS REPRESENTED EXPRESSLY OR OTHERWISE THAT SUCH FINANCE PARTY WOULD NOT, IN THE EVENT OF ANY PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (D) ACKNOWLEDGES THAT THE SENIOR LENDERS HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS IN THIS SUBSECTION 16.19.4.

16.19.5 NEW YORK SUIT

IN RELATION TO ANY PROCEEDING COMMENCED IN THE COURTS OF THE STATE OF NEW YORK OR THE UNITED STATES DISTRICT COURT, THE SUBMISSIONS TO JURISDICTION OF SUCH COURTS AND ARRANGEMENTS FOR SERVICE OF PROCESS OUT OF SUCH COURTS SET OUT IN THIS SECTION 16.19 AND IN SECTION 16.20 SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

16.20 Agent Appointments Generally and Service of Process

16.20.1 Mattr as Agent of other Borrowers

Each Borrower, other than Mattr, hereby irrevocably appoints Mattr as the agent and attorney-in-fact for such other Borrower, which appointment shall remain in full force and effect unless and until the Finance Obligations owing to the Senior Lenders are paid in full, (a) to provide to any Senior Lender and receive from any Senior Lender all notices with respect to any Borrowing obtained for the benefit of such other Borrower and all other notices and instructions under this Agreement and (b) to take such action as Mattr deems appropriate on its behalf to obtain any Borrowing and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement.

16.20.2 Manner of Service

Each Borrower irrevocably consents to the service of process out of the Courts of Primary Jurisdiction in accordance with the local rules of civil procedure or by mailing a copy thereof, by registered mail, postage prepaid to such Borrower at the address of such Borrower, or by sending a copy thereof by facsimile or by e-mail in pdf format to such Borrower at the facsimile number or e-mail address of such Borrower determined under Section 16.8.

16.20.3 Appointments of Agents for Service

Each Borrower irrevocably designates and appoints each other Group Member as its agent to accept and acknowledge on its behalf any and all process which may be served in connection with any proceeding arising out of or relating to any Finance Related Agreement brought in any of the Courts of Primary Jurisdiction, such service, to the extent permitted by Applicable Law, being hereby conclusively acknowledged by such Borrower to be effective and binding service on it in every respect whether or not it is carrying on, or has at any time carried on, business in the jurisdiction in which the Courts of Primary Jurisdiction are located. Each Borrower irrevocably consents to the service of process out of the Court of Primary Jurisdiction by personal service on such Borrower or on any such process agent.

16.20.4 Acceptances of Appointments

Each Borrower confirms to the Senior Lenders that it has accepted its appointment to act as process agent on behalf of each other Group Member contained in any Finance Related Agreement to which each such other Group Member is party which may be served in connection with any proceeding arising out of or relating to any such other Finance Related Agreement brought in any of the Courts of Primary Jurisdiction. So long as any Finance Obligations remain payable or any Borrower may be or become entitled to any Drawdown, each Borrower covenants and agrees to maintain each such appointment as such process agent.

16.21 Limitation Period

Each Borrower agrees with each Senior Lender to vary the limitation period under the *Limitations Act, 2002* (Ontario), other than one established by Section 15 of that Act, applicable to each Loan Document to which that Borrower is party and any claim thereunder to six (6) years, save and except to the extent the *Real Property Limitations Act* (Ontario) applies to any particular provision hereof or claim arising thereunder requiring a shorter limitation period which cannot be waived by an agreement made on this date.

16.22 Invalidity

If any provision of this Agreement is found to be invalid or unenforceable, by a final judgment, to the fullest extent permitted by applicable law, (a) in such jurisdiction that provision shall be deemed to be severed herefrom and the remaining provisions of this Agreement shall not be affected thereby but shall remain valid and enforceable and (b) such invalidity or unenforceability shall not affect the validity or enforceability of such provision in any other jurisdiction. The Borrowers shall, at the request of the Canadian Agent, negotiate in good faith with the Canadian Agent to replace any invalid or unenforceable provision contained in this Agreement with a valid and enforceable provision that has the commercial effect as close as possible to that of the invalid or unenforceable provisions, to the extent permitted by applicable law.

16.23 Changes

No agreement purporting to change (other than waive) any provision of any Loan Document shall be binding upon the parties hereto or thereto unless that agreement is in writing and signed by the Relevant Agent and each Relevant Borrower or Guarantor party thereto. No waiver of strict performance or compliance with any provision of any Loan Document shall be binding on any Senior Lender unless such waiver is in writing signed by or on behalf of each party sought to be bound thereby. No change to any provision of any Loan Document shall be binding upon the Lenders unless it is made in compliance with Section 15.20.

16.24 [Reserved].

16.25 Entire Agreement

16.25.1 Generally

There are no representations, warranties, conditions, other agreements or acknowledgments, whether direct or collateral, express or implied, that form part of or affect this Agreement or any other Loan Document other than as expressed herein or in such other Loan Document. The execution of each Loan Document has not been induced by, nor does any Borrower rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgments not expressly made in any Loan Document.

16.26 This Agreement to Govern

If there is any inconsistency between the provisions of this Agreement and the provisions of any other Loan Document, (other than a Loan Document that expressly amends or waives any provision of this Agreement), the provisions hereof shall govern and apply to the extent of the inconsistency, unless the provision of such other Loan Document expressly refers to this Section 16.26 and states that such provision shall override the inconsistent provision of this Agreement, in which event, such provision of such other Loan Document shall govern and apply to the extent of the inconsistency. Notwithstanding the foregoing, this Section shall not apply to limit, restrict, prejudice or otherwise affect or impair in any way the rights of the Senior Lenders under the Bank Guarantee after those rights have become enforceable.

16.27 Execution

16.27.1 Uniform Electronic Commerce Act

The words "execution", "signed", "signature" and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any law, including Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2002* (Ontario) and any other similar federal or provincial laws based on the *Uniform Electronic Commerce Act of the Uniform Law Conference of Canada* or its *Uniform Electronic Evidence Act*, as the case may be.

16.27.2 Counterparts: Integration: Effectiveness

This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof, unless any such previous agreement expressly provides that it survives the execution and delivery of this Agreement. This Agreement shall become effective when it has been executed by

the Canadian Agent and when the Canadian Agent has received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by sending a scanned or electronic document copy by electronic mail to a party hereto shall be effective as delivery of an original manually executed counterpart of this Agreement.

16.27.3 Electronic Execution of Assignments

This Agreement and any other Loan Document may be signed by way of associating or otherwise appending an electronic signature or other facsimile signature of the applicable signatory and the words “execution”, “signed”, “signature”, and words of like import in this Agreement and any other Loan Document shall be deemed to include electronic signatures or other facsimile signature, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature.

16.27.4 Electronic Imaging

Each party hereto agrees that, at any time, each Agent and each Lender may convert paper records of this Agreement, the other Loan Documents and all other documentation delivered to the Agent hereunder in such capacity (each, a “**Paper Record**”) into electronic images (each, an “**Electronic Image**”) as part of such Agent's or Lender's, as applicable, normal business practices. Each party hereto agrees that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

[Signature pages to follow]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

INITIAL BORROWERS:

MATTR CORP.

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

MATTR CANADA HOLDINGS LTD.

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

MATTR US INC.

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

THE CANADIAN LENDERS:

THE TORONTO-DOMINION BANK

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

NATIONAL BANK OF CANADA

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

**JPMORGAN CHASE BANK,
N.A., Toronto Branch**

By: _____
Name:
Title: Authorized Signatory

EXPORT DEVELOPMENT CANADA

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

ROYAL BANK OF CANADA

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

ATB FINANCIAL

By: _____

Name:

Title: Authorized Signatory

By: _____

Name:

Title: Authorized Signatory

THE CANADIAN AGENT:

THE TORONTO-DOMINION BANK

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

THE US LENDERS:

JPMORGAN CHASE BANK, N.A.

By: _____
Name:
Title: Authorized Signatory

THE TORONTO-DOMINION BANK

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

EXPORT DEVELOPMENT CANADA

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

ROYAL BANK OF CANADA

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

ATB FINANCIAL

By: _____

Name:

Title: Authorized Signatory

By: _____

Name:

Title: Authorized Signatory

THE US AGENT:

THE TORONTO-DOMINION BANK

By: _____

Name:

Title: Authorized Signatory

SCHEDULE 1 COMMITMENTS

	Canadian Revolving Commitment	Canadian Swing Line Commitment	US Revolving Commitment	US Swing Line Commitment
Lender:	USD	USD	USD	USD
The Toronto-Dominion Bank	[amount redacted]	[amount redacted]	[amount redacted]	-
National Bank of Canada	[amount redacted]	-	[amount redacted]	-
Royal Bank of Canada	[amount redacted]	-	[amount redacted]	-
JPMorgan Chase Bank, N.A., Toronto Branch	[amount redacted]	-	-	-
JPMorgan Chase Bank, N.A.	-	-	-	[amount redacted]
Export Development Canada	[amount redacted]	-	[amount redacted]	-
ATB Financial	[amount redacted]	-	-	-
TOTALS:	[amount redacted]	[amount redacted]	[amount redacted]	[amount redacted]

**SCHEDULE 2
FORM OF BORROWING REQUEST**

TO: [●]
Attention: [●]

[[●]
Attention: [●]]

[●]
Attention: [●]]

RE: Mattr Group Credit Facilities

Reference is made to the sixth amended and restated credit agreement dated as of April 19, 2024 (as changed and in effect from time to time, the “**Credit Agreement**”) among Mattr Corp., Mattr Canada Holdings Ltd. and Mattr US Inc., as Initial Borrowers, the Institutions named therein as Lenders, The Toronto-Dominion Bank as Canadian Agent and as US Agent. All terms used in this Borrowing Request which are defined in the Credit Agreement have the respective meanings attributed to them in the Credit Agreement.

1. **Request.** The Borrower hereby requests a Borrowing as follows:

(a) **Credit Facility**

(b) **Date**

(c) **Aggregate amount of Borrowing**

CAD [●]

USD [●]

(d) **Type and Amount of Borrowing for Canadian Borrower**

			<u>Amount</u>	<u>Converted From (if Applicable)</u>
(i)	() Canadian Prime Rate Loan	CAD	_____	_____
	() US Base Rate Loan	USD	_____	_____

(ii) () SOFR Loan denominated in US Dollars

		<u>Amount</u>	<u>Interest Period</u>	<u>Rollover Amount</u>	<u>Converted From (if Applicable)</u>
USD	_____	_____	USD	_____	_____

(iii) () Term CORRA Loan denominated in Canadian Dollars

		<u>Amount</u>	<u>Interest Period</u>	<u>Rollover Amount</u>	<u>Converted From (if Applicable)</u>
CAD	_____	_____	CAD	_____	_____

(i) () Daily Compounded CORRA Loan denominated in Canadian Dollars

		<u>Amount</u>	<u>Interest Period</u>	<u>Rollover Amount</u>	<u>Converted From (if Applicable)</u>
CAD	_____	1 month	CAD	_____	_____

- (b) No Default has occurred and is continuing on the date hereof or will result from the Borrowing requested herein.
- (c) The undersigned will immediately notify you if it becomes aware of the occurrence of any event between the date hereof and the Borrowing Date which would mean that the statements in the immediately preceding paragraphs (a) and (b) would not be true if made on the Borrowing Date.
- (d) All other applicable conditions precedent set out in Sections 9.1, 9.3 and 9.4 of the Credit Agreement have been fulfilled or waived in writing by the Required Lenders.

DATED this _____ day of _____, _____.

[•]

By: _____
Name:
Title:

By: _____
Name:
Title:

**SCHEDULE 3
GUARANTORS**

As at April 2, 2026

	<u>Name of Initial Guarantor</u>	<u>Jurisdiction of Formation</u>
1.	Mattr Corp. (formerly Shawcor Ltd.)	Canada
2.	Mattr US Inc. (formerly Shawcor Inc.)	State of Nevada, USA
3.	Mattr Canada Holdings Ltd. (formerly Shawcor Canada Holdings Ltd.)	Canada
4.	DSG-Canusa GmbH.	Germany
5.	Mattr US Holdings Inc. (formerly Shawcor Desert Holdings Inc.)	State of Delaware, USA
6.	Mattr Australia Pty. Ltd. (formerly Shawcor Australia Pty. Ltd.)	Australia
7.	Mattr UK Holdings Limited (formerly Shawcor UK Limited)	United Kingdom
8.	Flexpipe Systems (US) LLC	State of Delaware, USA
9.	Fineglade Unlimited Company	Ireland
10.	Mattr International Cooperatie U.A. (formerly ShawCor International Coöperatie U.A.)	Netherlands
11.	Xerxes Corporation	State of Delaware, USA
12.	AmerCable Incorporated	State of Delaware, USA

Exempted Guarantors:

1. Mattr UK Holdings Limited (formerly Shawcor UK Limited)
2. Mattr Australia Pty. Ltd. (formerly Shawcor Australia Pty. Ltd.)
3. Fineglade Unlimited Company
4. Mattr US Holdings Inc. (formerly Shawcor Desert Holdings Inc.)
5. Mattr International Coöperatie U.A. (formerly ShawCor International Coöperatie U.A.)

**SCHEDULE 4
EXISTING STANDBY INSTRUMENTS**

**PART 1
as at April 2, 2026**

Canadian Facilities

Canadian Swing Line

None.

Canadian Revolving Facility

Instrument	Currency	Amount	Maturity
[redacted]	CAD	[redacted]	[redacted]

**SCHEDULE 4
EXISTING STANDBY INSTRUMENTS**

**PART II
as at April 2, 2026**

US Facilities

US Swing Line

Instrument	Currency	Amount	Maturity
[redacted]	USD	[redacted]	[redacted]

US Revolving Facility

Instrument	Currency	Amount	Maturity
[redacted]	USD	[redacted]	[redacted]
[redacted]	USD	[redacted]	[redacted]

* Standby Instruments listed in this Part II shall be deemed to be Standby Instruments issued under the US Revolving Facility.

**SCHEDULE 5
FORM OF CANCELLATION NOTICE**

TO: [●]
Attention: [●]

[[●]
Attention: [●]]

[●]
Attention: [●]]

RE: Mattr Group Credit Facilities

Reference is made to the sixth amended and restated credit agreement dated as of April 19, 2024 (as changed and in effect from time to time, the “**Credit Agreement**”) among Mattr Corp., Mattr Canada Holdings Ltd. and Mattr US Inc., as Initial Borrowers, the Institutions named therein as Lenders, The Toronto-Dominion Bank as Canadian Agent and as US Agent. All terms used in this Cancellation Notice which are defined in the Credit Agreement have the respective meanings attributed to them in the Credit Agreement.

Notice is hereby given in accordance with Section 8.2 of the Credit Agreement that the undersigned wishes to cancel the Total Commitment by the amount of USD _____ allocable amongst the Credit Facilities as follows:

Canadian Revolving Commitment	US Revolving Facility	Canadian Swing Line	US Swing Line
USD	USD	USD	USD

DATED this ____ day of _____, _____.

MATTR CORP.

By: _____
Name:
Title:

By: _____
Name:
Title:

**SCHEDULE 6
FORM OF REPAYMENT NOTICE**

TO: [●]
Attention: [●]

[[●]
Attention: [●]]

[●]
Attention: [●]]

RE: Mattr Group Credit Facilities

Reference is made to the sixth amended and restated credit agreement dated as of April 19, 2024 (as changed and in effect from time to time, the “**Credit Agreement**”) among Mattr Corp., Mattr Canada Holdings Ltd. and Mattr US Inc., as Initial Borrowers, the Institutions named therein as Lenders, The Toronto-Dominion Bank as Canadian Agent and as US Agent. All terms used in this Repayment Notice which are defined in the Credit Agreement have the respective meanings attributed to them in the Credit Agreement.

Notice is hereby given in accordance with Section _____ of the Credit Agreement that the undersigned commits to repay the _____¹ [having a Period End Date on _____] under the _____² Revolving Facility in the amount of _____³ on _____, _____.

DATED this ____ day of _____, _____.

[●]

By: _____
Name:
Title:

By: _____
Name:
Title:

¹ Specify type of Borrowing

² Canadian or US, as applicable

³ Specify amount and currency

SCHEDULE 7 FORM OF ACCESSION AGREEMENT

Reference is made to the sixth amended and restated credit agreement dated as of April 19, 2024 (as changed and in effect from time to time, the “**Credit Agreement**”) among Matr Corp., Matr Canada Holdings Ltd. and Matr US Inc., as “Initial Borrowers” (the “**Initial Borrowers**”), together with any other “Additional Borrowers” referred to and defined therein, the “**Existing Borrowers**”), the institutions named therein as Lenders (the “**Lenders**”), The Toronto-Dominion Bank as Canadian Agent and as US Agent. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned in the Credit Agreement. This is an Accession Agreement.

RECITALS:

- A. Pursuant to Section 11.1 of the Credit Agreement, Matr wishes to designate the Additional Borrower defined below as a Borrower under the Credit Agreement.
- B. The Canadian Agent has received and delivered to Matr the written consent of the Required Lenders to such designation.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Existing Borrowers, [●] (the “**Additional Borrower**”), the Lenders and the Agents hereby agree as follows:

- 1. With effect as from the date the Canadian Agent confirms to Matr that it has received, in form and substance satisfactory to it, each of the conditions precedent specified below, the Credit Agreement shall henceforth be read and construed as if the Additional Borrower were party to the Credit Agreement having all the rights and obligations of a _____ Borrower under the Credit Agreement. Accordingly all references in any Loan Documents to (a) any “_____ Borrower” or “Additional Borrower” shall be treated as including a reference to such Additional Borrower and (b) the Credit Agreement shall be treated as a reference to the Credit Agreement as supplemented by this Accession Agreement to the intent that this Accession Agreement and the Credit Agreement shall be read and construed together as one single agreement.
- 2. The Additional Borrower confirms that it has delivered or caused to be delivered to the Canadian Agent documents satisfying the following conditions precedent:
 - [any required accession agreements pertaining to any Loan Documents]
 - [any required corporate authorizations]
 - [any required government or other consents]
 - a Bank Guarantee Joinder signed by the Additional Borrower for delivery to the Finance Parties;

- all “know your customer”, anti-money laundering, anti-terrorism or similar identification information required for the Lenders to comply with Applicable Law, reasonably requested by the Lenders;
 - [required other documents or evidence]
 - [any required legal opinions]
3. The Additional Borrower hereby represents and warrants in respect of itself and each Material Subsidiary of it that the representations and warranties set out in Section 12.1 (as modified by Section 12.2) of the Credit Agreement are true, accurate and complete in all material respects (or in all respects in the case of any representation or warranty that is subject to a materiality qualification or measurement, such as a Material Adverse Effect) as to the Additional Borrower and each Material Subsidiary of it as of the date of this Accession Agreement.
 4. The Additional Borrower hereby irrevocably appoints, authorizes and directs Mattr, as its attorney and agent, with full power of substitution and delegation, to complete, execute and deliver each Loan Document to be executed by it or on its behalf and each document to be executed by it or on its behalf pursuant to each Loan Document, and to take such action on its behalf as may be authorized or directed by any such Loan Document or document.
 5. This Accession Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Accession Agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this Accession Agreement (including any change to this Accession Agreement) by any party hereto to the other parties to this Accession Agreement by facsimile transmission or e-mail in pdf format, or posting a copy of a signature page of this Accession Agreement (including any change to this Accession Agreement) signed by any party hereto on the internet website designated by the Canadian Agent under Subsection 15.25.2 of the Credit Agreement, shall be as effective as delivery to the other parties hereto of a manually executed counterpart hereof.
 6. This Accession Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario including the federal laws of Canada applicable therein, but excluding choice of law rules.

IN WITNESS WHEREOF, the parties hereto have caused this Accession Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the _____ day of _____, _____.

MATTR CORP.

for and on behalf of all Existing Borrowers

By: _____

Name:

Title:

[•]

as Additional Borrower

By: _____

Name:

Title:

THE TORONTO-DOMINION BANK

as Canadian Agent

By: _____

Name:

Title:

SCHEDULE 8 FORM OF ADHESION CONTRACT

Reference is made to the sixth amended and restated credit agreement dated as of April 19, 2024 (as changed and in effect from time to time, the “**Credit Agreement**”) among Mattr Corp., Mattr Canada Holdings Ltd. and Mattr US Inc., as “**Initial Borrowers**” (the “**Initial Borrowers**”, together with any other “**Additional Borrowers**” referred to and defined therein, the “**Existing Borrowers**”), the institutions named therein as Lenders (the “**Lenders**”), The Toronto-Dominion Bank as Canadian Agent and as US Agent. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned in the Credit Agreement. This is an Adhesion Contract.

RECITALS:

Mattr wishes to designate the person identified below as an Adhesion Party with respect to [Cash Management Agreements/Permitted Derivatives] under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrowers, the Lenders, the Agents, the other Finance Parties and _____ (the “**Adhesion Party**”), hereby agree as follows:

1. With effect as of the date the Relevant Agent confirms to Mattr that it has received a fully executed copy of this Adhesion Contract, in form and substance satisfactory to it, the Credit Agreement shall henceforth be read and construed as if the Adhesion Party were party to the Credit Agreement having all the rights and obligations of a Finance Party under the Credit Agreement. Accordingly all references in any Loan Documents to (a) any “Finance Party” shall be treated as including a reference to the Adhesion Party and (b) the Credit Agreement shall be treated as a reference to the Credit Agreement as supplemented by this Adhesion Contract to the intent that this Adhesion Contract and the Credit Agreement shall be read and construed together as one single agreement.
2. The Adhesion Party represents and warrants to each of the other parties to the Credit Agreement that (i) it has been provided with a copy of the Credit Agreement, (ii) it is an Affiliate of a Lender.
3. The Adhesion Party irrevocably appoints, authorizes and directs the Relevant Agent, as its attorney and agent, with full power of substitution and delegation, to complete, execute and deliver on behalf of the Adhesion Party each Loan Document to be executed by it or on its behalf and each document to be executed by it or on its behalf pursuant to each Loan Document, and to take such action on its behalf as may be authorized or directed pursuant to any such Loan Document.
4. This Adhesion Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Adhesion Contract to produce or account for more than one such counterpart.

Transmission of a copy of an executed signature page of this Adhesion Contract (including any change to this Adhesion Contract) by any party hereto to the other parties to this Adhesion Contract by facsimile transmission or e-mail in pdf format, or posting a copy of a signature page of this Adhesion Contract (including any change to this Adhesion Contract) signed by any party hereto on the internet website designated by the Canadian Agent under Subsection 15.25.2 of the Credit Agreement, shall be as effective as delivery to the other parties hereto of a manually executed counterpart hereof.

5. This Adhesion Contract shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario including the federal laws of Canada applicable therein.

IN WITNESS WHEREOF, the parties hereto have caused this Adhesion Contract to be executed and delivered by their respective officers thereunto duly authorized as of the _____ day of _____, _____.

MATTR CORP.

for and on behalf of all Existing Borrowers

By: _____

Name:

Title:

[●]

as Adhesion Party

By: _____

Name:

Title:

THE TORONTO-DOMINION BANK

as Canadian Agent

By: _____

Name:

Title:

**SCHEDULE 9
LIST OF MATERIAL SUBSIDIARIES**

(CAD 000'S)

As at December 31, 2025

Legal Corporate Name	Country	EBITDA 12 Months Rolling ended December 31, 2025	Net Assets As at December 31, 2025
Matter Corp.	Canada	[amount redacted]	[amount redacted]
Mattr US Inc.	USA	[amount redacted]	[amount redacted]
Flexpipe Systems U.S. LLC	USA	[amount redacted]	[amount redacted]
Xerxes Corporation	USA	[amount redacted]	[amount redacted]
DSG Canusa GmbH	Germany	[amount redacted]	[amount redacted]
AmerCable Incorporated	USA	[amount redacted]	[amount redacted]

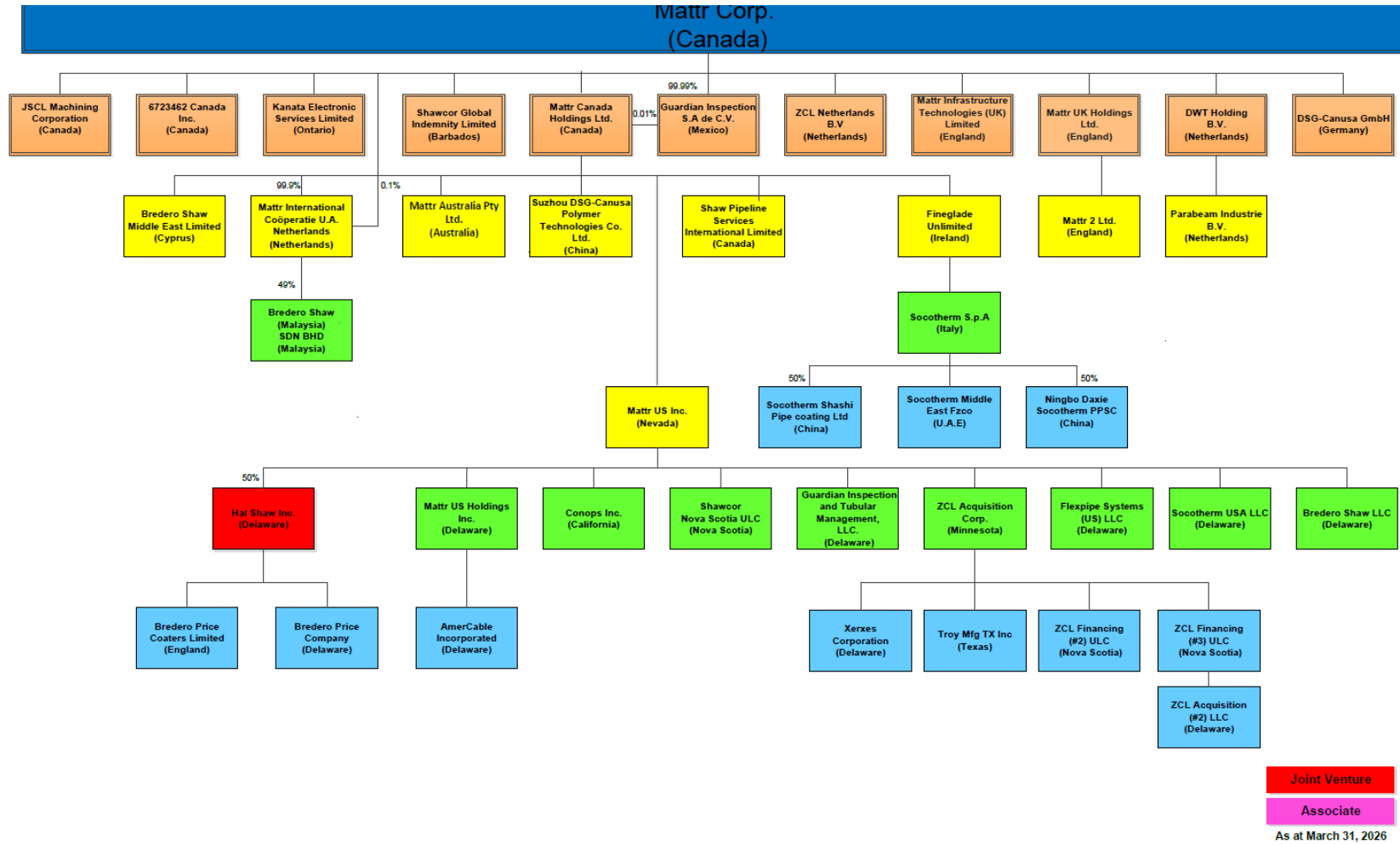
Definitions

Material Subsidiaries is defined as Subsidiaries carrying on active business with contribution to EBITDA of at least [percentage redacted] of EBITDA of Mattr or assets representing at least [percentage redacted] of Net Assets.

Net Assets = Total assets less Investments in related parties less intercompany advances less Intangibles.

CORPORATE ORGANIZATIONAL CHART

as at April 2, 2026



**SCHEDULE 10
FORM OF COMPLIANCE CERTIFICATE**

TO: [●]

Attention: [●]

Re: Matr Group Credit Facilities

Reference is made to the sixth amended and restated credit agreement dated as of April 19, 2024 (as changed and in effect from time to time, the “**Credit Agreement**”) among Matr Corp., Matr Canada Holdings Ltd. and Matr US Inc., as Initial Borrowers, the Institutions named therein as Lenders, The Toronto-Dominion Bank as Canadian Agent and as US Agent. All terms used in this Compliance Certificate which are defined in the Credit Agreement have the respective meanings attributed to them in the Credit Agreement.

This certificate is given pursuant to Subsection 13.1.1 of the Credit Agreement.

Matr hereby certifies as follows:

- (a) **Interest Coverage Ratio.** The attachment hereto shows the calculation of the Interest Coverage Ratio to be ____:1 which is not less than the minimum limit of [●]:1 prescribed for this ratio.
- (b) **Secured Leverage Ratio.** The attachment hereto shows the calculation of the Secured Leverage Ratio to be ____:1 which does not exceed the maximum limit of [●]:1 prescribed for this ratio.
- (c) **Applicable Margin.** The attachment hereto shows the calculation of the Total Net Debt/EBITDA Ratio to be ____:1 and accordingly the Applicable Margin has [changed effective on _____, _____ to / remains the same as set out below]:

Level	Total Net Debt/ EBITDA Ratio	Floating Rate Loans	Financial Credits, SOFR Loans and CORRA Loans	Performance Guarantees	Standby Fee Rate
	: 1	%	%	%	%

- (d) **IFRS 16.** Attached is a reconciliation demonstrating the differences in the computations of the Interest Coverage Ratio, the Secured Leverage Ratio and the Total Net Debt/EBITDA Ratio based on the consolidated financial statements of Matr prepared in accordance with IFRS and those computations based on Adjusted IFRS which disappplies IFRS 16

- (e) **Material Subsidiaries.** Set out in the revised Schedule 9 attached is a listing of all Material Subsidiaries (including any new Material Subsidiaries) with a breakdown of their respective assets included in Net Assets and contribution to EBITDA of Mattr.
- (f) **Concentration of EBITDA and Assets.** Existing Borrowers and Guarantors collectively (a) carry on an active business which is responsible for directly generating at least eighty percent (80%) of EBITDA of Mattr and (b) directly own at least eighty percent (80%) of the Net Assets of Mattr. Actual percentage of EBITDA of Mattr from Borrowers and Guarantors is _____% and actual percentage of Net Assets directly owned by Borrowers and Guarantors is _____%. Existing Secured Group Members collectively directly own at least seventy percent (70%) of the Net Assets of Mattr. Actual percentage of Net Assets directly owned by Secured Group Members is _____%. Detailed calculation of the Concentration of EBITDA and Net Assets is set out in the attachments hereto.
- (g) **Standby Instruments.** A detailed listing of the Standby Instruments outstanding at the end of the Relevant Test Period is set out in the attachments hereto.
 - (i) aggregate Outstanding Amounts of all Standby Instruments is less than or equal to USD150,000,000. Actual amount is USD_____.
 - (ii) aggregate Outstanding Amounts of all Standby Instruments having an initial term of more than two (2) years, after the issuance of the Standby Instrument do not exceed USD150,000,000. Actual amount is USD_____.

Each of the calculations in the attachment hereto demonstrates compliance with the relevant financial tests listed above as at, or for the relevant Test Period ending on _____, _____.

The undersigned represents, warrants and agrees:

- (i) The representations and warranties deemed to be repeated under Section 12.2 of the Credit Agreement are true, accurate and complete in all material respects (or in all respects in the case of any representation or warranty that is subject to a materiality qualification or measurement, such as a Material Adverse Effect) on and as of the date hereof.
- (ii) No Default has occurred and is continuing on the date hereof.

DATED this _____ day of _____, _____.

Yours very truly,

MATTR CORP.

for and on behalf of all Borrowers

By: _____

Name:

Title:

ATTACHMENT

(a) Interest Coverage Ratio

(1) EBITDA	(2) Interest Expense	(1) ÷ (2) = Interest Coverage Ratio
CAD _____	CAD _____	_____:1

Interest Coverage Ratio: _____ : 1

(b) Secured Leverage Ratio

(1) Total Debt	(2) Unrestricted Cash or Cash Equivalents	(3) Total Net Debt = (1) - (2)	(4) Total EDC Insured Standby Instrument Amount	(5) Performance Guarantees (exclusive of EDC Insured Standby Instrument Amounts), but inclusive of Bi- Lateral Standby Facility Obligations up to USD100,000,000	(6) Numerator = (3) - (4) - (5)	(7) EBITDA	(8) Secured Leverage Ratio = (6) ÷ (7)
CAD _____	CAD _____	CAD _____	CAD _____	CAD _____	CAD _____	CAD _____	_____:1

Secured Leverage Ratio: _____ : 1

(c) Concentration of Assets and EBITDA

(1) Total Borrower / Guarantor directly owned assets comprised in Net Assets	(2) Total Borrower / Guarantor generated EBITDA	(3) Net Assets	(4) EBITDA
CAD _____	CAD _____	CAD _____	CAD _____

Net Asset Concentration _____ %

EBITDA Concentration _____ %

(d) Total Net Debt/EBITDA Ratio

(1) Total Net Debt - see (b)(3) above	(2) Total EDC Insured Standby Instrument Amount	(3) Numerator = (1) - (2)	(4) EBITDA	Ratio = (3) ÷ (4)
CAD _____	CAD _____	_____	CAD _____	_____:1

Total Net Debt/EBITDA Ratio _____ : 1

See following Supporting Calculations.

Supporting Calculations:

Matrr (Consolidated)
DEBT COVENANTS STATUS
Financial Covenants per Balance Sheet

	Actual 2023 Sept	Actual 2023 Dec	Actual 2024 Mar	Actual 2024 Jun	Trailing 12 Months (sum of 4 Qtrs) Test Period
Net income					
Interest expense					
Income tax expense					
Depreciation and amortization					
EBITDA					
Restructuring					
Impairment					
Gain/loss on sale of land					
Gain/loss on sale of subsidiaries					
Gain/loss on sale of Zedi					
Argentina hyperinflation					
Adjusted EBITDA					
Add (deduct) adjusting items for covenant:					
Share-based compensation and incentive-based compensation					
Loss (gain) on disposal of other property, plant and equipment					
Unrealized loss (gain) on derivative financial instruments					
Income from investments in associates					
IFRS 16 benefit					
Sale & leaseback capital leases					
Foreign exchange					
Non-controlling interests					
Covenant EBITDA					
Trailing 12 months covenant EBITDA					
Interest expense					
Add (deduct) adjusting items for covenant:					
Interest income					
Non-recurring items					
Interest on non-bearing debt					

Amortization of long-term debt expenses					
IFRS 16 ROU interest					
Sale & leaseback capital leases					
Covenant interest expense					
Trailing 12 months covenant interest expense					
Interest Coverage Ratio					
Test per agreement					
Onside (Pass/Fail)					

Total Debt is the sum of:	Actual 2023 Sept	Actual 2023 Dec	Actual 2024 Mar	Actual 2024 Jun
Current Portion of Long-Term Debt				
Long-Term Debt				
Bank Indebtedness				
Other interest-bearing Debt***				
Convertible Debentures				
Capital Leases				
Note Payable				
Net negative Mark-to-Market Position				
Guarantees *				
Total Debt (A)				
Less: unrestricted cash or cash equivalents in syndicate bank accounts				
Total Net Debt (B)				
Less: Total EDC Insured Standby Instrument Amount				
Numerator of Total Net Debt/EBITDA Ratio (C)				
Less: excluded Guarantees **				
Less: Unsecured HY Note Debt				
Numerator of Secured Leverage Ratio (D)				
Secured Leverage Ratio ((D) divided by EBITDA from table above)				
Test per agreement				
Onside (Pass/Fail)				

Total Net Debt/EBITDA Ratio ((C) divided by EBITDA from table above) - TO BE USED FOR PRICING PURPOSES ONLY				
--	--	--	--	--

* Includes all guarantees and all LCs including
Performance Guarantees

** Excluded guarantees refer to LCs that are Performance Guarantees to a
max. exclusion of US \$ 100M

*** Other interest bearing debt includes the period ending NPV of the assets
disposed and leased back

ATTACHMENT

Concentration of Assets LIST OF GUARANTORS

Legal Corporate Name	Country	% EBITDA 12 Months Ended December 31, 20[●]	% Net Assets as at December 31, 20[●]
DSG-Canusa GmbH.	Germany		
Fineglade Unlimited Company	Ireland		
Flexpipe Systems (US) LLC	State of Delaware, USA		
Mattr Australia Pty. Ltd.	Australia		
Mattr Canada Holdings Ltd.	Canada		
Mattr US Holdings Inc.	State of Delaware, USA		
Mattr US Inc.	State of Nevada, USA		
Mattr International Cooperatie U.A.	The Netherlands		
Mattr Corp.	Canada		
Mattr UK Holdings Limited	England and Wales		
Xerxes Corporation	Delaware		
AmerCable Incorporated	Delaware		
Total from Guarantors			
Total for Group Consolidated			
Percentage from Guarantors			

Definitions:

Net Assets = total consolidated assets less Investments in Affiliates that are not Guarantors less Intangibles.

**SCHEDULE 11
FORM OF NOTE**

PROMISSORY NOTE

_____, a _____,
corporation (the “**Relevant Borrower**”), promises to pay to the order of _____ (the “**Relevant Lender**”) the aggregate unpaid principal amount of the Relevant Lender’s Rateable Share of all Advances made by the Relevant Lender to the Relevant Borrower pursuant to the Credit Agreement (as hereinafter defined), in immediately available funds to the Relevant Agent’s Accounts together with interest on the unpaid principal amount hereof at the rates and on the dates set forth in the Credit Agreement. The Relevant Borrower shall pay the principal of and accrued and unpaid interest on the Advances in full at the times and in the manner specified in the Credit Agreement.

The Relevant Lender shall, and is hereby authorized to, record on the schedule attached hereto, or to otherwise record in accordance with its usual practice, the date and amount of its Rateable Share in each Advance and the date and amount of each principal payment hereunder. To the extent that there is any discrepancy between the schedule attached hereto and the books and records of the Relevant Agent, the latter shall prevail.

This Note is one of the Notes issued pursuant to, and is entitled to the benefits of, the sixth amended and restated credit agreement dated as of April 19, 2024 (as changed and in effect from time to time, the “**Credit Agreement**”) among Mattr Corp., Mattr Canada Holdings Ltd. and Mattr US Inc., as Initial Borrowers, the Institutions named therein as Lenders, The Toronto-Dominion Bank as Canadian Agent and as US Agent, to which Credit Agreement reference is hereby made for a statement of the terms and conditions governing this Note, including the terms and conditions under which this Note may be prepaid or its maturity date accelerated. This Note is guaranteed pursuant to the Bank Guarantee and secured by certain security, all as outlined in more detail in the Credit Agreement, and reference is made thereto and to the other Loan Documents for a statement of the terms and provisions thereof. Capitalized terms used herein and not otherwise defined herein are used with the meanings attributed to them in the Credit Agreement.

The Relevant Borrower hereby waives demand, presentment for payment, dishonour, notice of dishonour, protest, noting of protest and any other notice or defence to payment which might otherwise exist.

This Note shall be governed by and construed in accordance with the laws of the Province of Ontario, including the federal laws of Canada applicable therein, but excluding choice of law rules.

IN WITNESS WHEREOF this Note is issued this _____ day of _____, 20____.

[•]

By: _____

Name:

Title:

**SCHEDULE OF ADVANCES AND PAYMENTS OF PRINCIPAL
TO NOTE OF _____**

DATED _____

Date	Type of Advance	Principal Amount of Rateable Share of Advance	Period End Date of SOFR Loan / CORRA Loan	Principal Amount Paid	Unpaid Balance

**SCHEDULE 12
ADDRESSES FOR NOTICES**

To any Borrower:

c/o Mattr Corp.
336 Courtland Avenue
Vaughan, Ontario
L4K 4Y1

Attention: Shannon Glover
Telephone: [contact information redacted]
Email: [contact information redacted]

with a copy to:

Mattr Corp.
336 Courtland Avenue
Vaughan, Ontario
L4K 4Y1

Attention: George Voudouris
Telephone: [contact information redacted]
E-mail : [contact information redacted]

To the Canadian Agent:

(a) For Drawdowns, Rollovers , Conversions and Repayments:

The Toronto-Dominion Bank, as Canadian Agent
[contact information redacted]
Attention: [contact information redacted]
Facsimile: [contact information redacted]

E-mail: [contact information redacted]

(b) For All Other Notices:

The Toronto-Dominion Bank, as Canadian Agent
[contact information redacted]
Attention: [contact information redacted]
Facsimile: [contact information redacted]

To the US Agent:

(c) For Drawdowns, Rollovers , Conversions and Repayments:

The Toronto-Dominion Bank, as US Agent

[contact information redacted]

Attention: [contact information redacted]

Facsimile: [contact information redacted]

E-mail: [contact information redacted]

(c) For All Other Notices:

The Toronto-Dominion Bank, as US Agent

[contact information redacted]

Attention: [contact information redacted]

Facsimile: [contact information redacted]

SCHEDULE 13
FORM OF LOAN TRANSFER AGREEMENT
LOAN TRANSFER AGREEMENT

THIS AGREEMENT is made the _____ day of _____, _____.

AMONG:

[•]

(hereinafter called the “**Transferor**”)

- and -

[•]

(hereinafter called the “**Transferee**”)

- and -

[•]

acting in its capacity as administration agent with respect to the Relevant Credit Facilities and certain of the Finance Documents for the rateable benefit of the Finance Parties

(hereinafter called the “**Relevant Agent**”)

RECITALS:

- A. Mattr Corp., Mattr Canada Holdings Ltd. and Mattr US Inc., as Initial Borrowers, the Institutions named therein as Lenders, The Toronto-Dominion Bank as Canadian Agent and as US Agent, entered into a sixth amended and restated credit agreement dated as of April 19, 2024 (as changed and in effect from time to time, the “**Credit Agreement**”). Words defined or given extended meanings in the Credit Agreement (and not otherwise defined herein) are used with the same respective defined or extended meanings in this loan transfer agreement.
- B. The Transferor is a Lender under the Credit Agreement with the following Commitments determined before the transfer contemplated hereby takes effect:

Canadian Revolving Commitment	US Revolving Commitment	Canadian Swing Line Commitment	US Swing Line Commitment
USD	USD	USD	

- C. The Transferor has agreed to transfer to the Transferee the amounts of its Commitments (the “**Relevant Transfer Amounts**”) or percentages of its Commitments (the “**Relevant Transfer Percentages**”) indicated in the table below:

Relevant Credit Facility	Relevant Transfer Amount	Relevant Transfer Percentage
Canadian Revolving Facility	USD	%
US Revolving Facility	USD	%
Canadian Swing Line	USD	%
US Swing Line	USD	%

The portion of the Transferor’s Commitments so transferred is hereinafter called the “**Transferred Commitments**”.

- D. The Transferred Commitments solely relate to the Relevant Credit Facilities in relation to which the Relevant Agent is the Relevant Agent under the Credit Agreement.

WITNESSETH THAT in consideration of the mutual covenants herein contained and other valuable consideration now paid by each party hereto, the one to the other, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Transferred Commitment.** The Transferor confirms to each of the Transferee and the other parties to the Credit Agreement that the Transferred Commitments relate to the Relevant Transfer Amounts and Relevant Transfer Percentages of its Transferred Commitments (including the corresponding percentage of each outstanding Advance under each such portion of its respective Transferred Commitments).
2. **Transfer.** As of and from the fifth (5th) Business Day after the date the Relevant Agent notifies the Transferor and Transferee that it has executed this loan transfer agreement, or such other date as the Relevant Agent may agree upon with the Transferor and Transferee (herein called the “**Effective Date**”) and subject to the terms and conditions herein contained:
 - (a) the Transferee assumes obligations identical to the obligations of the Transferor under the Credit Agreement arising on or after the Effective Date in relation to the Transferred Commitments (herein called the “**Transferred Obligations**”) and agrees to perform and be responsible for such obligations as if the Transferee were named in the Credit Agreement and the other Loan Documents to which the Transferor is party as an original party in substitution for the Transferor or its predecessor by amalgamation or merger or in title, as applicable, in respect of the Transferred Obligations;
 - (b) the Relevant Agent on behalf of each of the other Agents and the Lenders other than the Transferor (herein called the “**Other Agents and Lenders**”) hereby releases and forever discharges the Transferor of and from any and all losses and

expenses and obligations arising on or after the Effective Date under, by reason of, or in connection with the Transferred Obligations;

- (c) the Relevant Agent on behalf of each of the Other Agents and Lenders acknowledges and agrees that, except as otherwise provided in Section 3 of this loan transfer agreement, the Transferee is hereby assigned and entitled to rights identical to the rights of the Transferor under the Credit Agreement existing on or arising after the Effective Date in relation to the Transferred Commitments (herein called the “**Transferred Rights**”); and
- (d) the Transferor hereby releases and forever discharges each of the Other Agents and Lenders of and from any and all losses and expenses and obligations arising after the Effective Date under, by reason of, or in connection with the Transferred Rights or the Transferred Obligations.

3. **Transitional Provisions.** Subject to the terms and conditions contained herein:

- (a) any payments due and payable by the Relevant Borrowers on or before the Effective Date in respect of the Transferred Commitments; and
- (b) any payments due and payable by the Relevant Borrowers after the Effective Date, but payable in respect of the Transferor’s Rateable Share in any SOFR Loan or CORRA Loan outstanding on the Effective Date, shall, upon receipt by the Relevant Agent, be paid to the Transferor. For certainty, the Transferee acknowledges that its Rateable Share in Advances by way of SOFR Loans and CORRA Loans outstanding under the Credit Facilities as at the Effective Date will only take effect on the Period End Dates for those SOFR Loans and CORRA Loans.

4. **Payments Between Transferor and Transferee.** Any payments between the Transferor and Transferee required to be made in relation to this loan transfer agreement (including any transitional payments in relation to matters referred to in paragraph 3 above) are strictly a matter as between the Transferor and Transferee and shall, as between the Borrowers, the Relevant Agent and the Other Agents and Lenders, on the one hand, and the Transferor and Transferee on the other hand, be deemed to have been paid.

5. **Copy to the Borrowers.** Each of the Transferor and Transferee hereby authorizes the Relevant Agent to provide a signed copy of this loan transfer agreement to Mattr (to be received by Mattr for itself and each other Borrower) in acceptance of the offer contained in the Credit Agreement of the Borrowers to the Transferee to become a party to the Credit Agreement in respect of the Transferred Commitments. Upon receipt thereof by Mattr, the provisions of Subsection 16.12.4 of the Credit Agreement in respect of the Transferred Participation shall become effective and be binding upon all parties to the Credit Agreement.

6. **Power of Attorney.** The Transferee irrevocably appoints, authorizes and directs the Relevant Agent, as its attorney and agent, with full power of substitution and delegation, to complete, execute and deliver on behalf of the Transferee, each Loan Document to be executed by it or on its behalf and each agreement, document or instrument to be executed

by it or on its behalf pursuant to each Loan Document, and to take such action on its behalf as may be authorized or directed pursuant to any such Loan Document.

7. **Interpretation.** This loan transfer agreement shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario, including the federal laws of Canada applicable therein, but excluding choice of law rules, and shall be construed as supplemental to and form part of the Credit Agreement.
8. **Counterparts.** This loan transfer agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this loan transfer agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this loan transfer agreement (including any change to this loan transfer agreement) by any party hereto to the other parties to this loan transfer agreement by facsimile transmission or e-mail in pdf format, or posting a copy of a signature page of this loan transfer agreement (including any change to this loan transfer agreement) signed by any party hereto on the internet website designated by the Canadian Agent under Subsection 15.25.2 of the Credit Agreement, shall be as effective as delivery to the other parties hereto of a manually executed counterpart hereof.

IN WITNESS WHEREOF the parties hereto have executed this loan transfer agreement as of the day and year first above written.

[•]

as Transferor

By: _____

Name:

Title:

[•]

as Transferee

By: _____

Name:

Title:

[•]

as Relevant Agent

By: _____

Name:

Title:

SCHEDULE 14 FORM OF ACCORDION AGREEMENT

Reference is made to the sixth amended and restated credit agreement dated as of April 19, 2024 (as changed and in effect from time to time, the “**Credit Agreement**”) among Mattr Corp., Mattr Canada Holdings Ltd. and Mattr US Inc., as “Initial Borrowers” (the “**Initial Borrowers**”), together with any other “Additional Borrowers” referred to and defined therein, the “**Existing Borrowers**”), the institutions named therein as Lenders (the “**Lenders**”), The Toronto-Dominion Bank as Canadian Agent and as US Agent. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned in the Credit Agreement. This is an Accordion Agreement.

RECITALS:

Pursuant to Subsection 8.12.1 of the Credit Agreement, Mattr wishes to designate the Accordion Lender defined below as a Lender under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrowers, the Lenders, the Agents, the other Finance Parties and _____ (the “**Accordion Lender**”), hereby agree as follows:

1. With effect as of the date the Canadian Agent confirms to Mattr that it has received a fully executed copy of this Accordion Agreement, in form and substance satisfactory to it, the Credit Agreement shall henceforth be read and construed as if the Accordion Lender were party to the Credit Agreement having all the rights and obligations of a _____ Lender under the Credit Agreement having the Commitments set out in paragraph 2 below. Accordingly all references in any Loan Documents to (a) any “_____ Lender” or “Lender” shall be treated as including a reference to the Accordion Lender and (b) the Credit Agreement shall be treated as a reference to the Credit Agreement as supplemented by this Accordion Agreement to the intent that this Accordion Agreement and the Credit Agreement shall be read and construed together as one single agreement.
2. The Commitments of the Accordion Lender are set out in the attached revised Schedule 1 “Commitments”.
3. The Accordion Lender represents and warrants to each of the other parties to the Credit Agreement that it has been provided with a copy of the Credit Agreement.
4. The Accordion Lender irrevocably authorizes and directs the Canadian Agent, as its attorney and agent, with full power of substitution and delegation, to complete, execute and deliver on behalf of the Accordion Lender each Loan Document to be executed by it or on its behalf and each document to be executed by it or on its behalf pursuant to each Loan Document, and to take such action on its behalf as may be authorized or directed pursuant to any such Loan Document.

5. This Accordion Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Accordion Agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this Accordion Agreement (including any change to this Accordion Agreement) by any party hereto to the other parties to this Accordion Agreement by facsimile transmission or e-mail in pdf format, or posting a copy of a signature page of this Accordion Agreement (including any change to this Accordion Agreement) signed by any party hereto on the internet website designated by the Canadian Agent under Subsection 15.25.2 of the Credit Agreement, shall be as effective as delivery to the other parties hereto of a manually executed counterpart hereof.
6. This Accordion Agreement shall be governed by, and interpreted in accordance with, the laws of the Province of Ontario, including the federal laws of Canada applicable therein, but excluding choice of law rules.

IN WITNESS WHEREOF, the parties hereto have caused this Accordion Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the _____ day of _____, _____.

MATTR CORP.

for and on behalf of all Existing Borrowers

By: _____
Name: _____
Title: _____

[•]
as Accordion Lender

By: _____
Name: _____
Title: _____

THE TORONTO-DOMINION BANK
as Canadian Agent

By: _____
Name: _____
Title: _____

**SCHEDULE 15
RELEVANT AGENT'S ACCOUNTS**

The Toronto-Dominion Bank, as Canadian Agent

for Canadian Dollars

The Toronto-Dominion Bank

[account information redacted]

SWIFT: [account information redacted]

Cdn \$ Account No: [account information redacted]

Favor: [account information redacted]

Ref: [account information redacted]

for US Dollars

[name of bank redacted]

[account information redacted]

ABA: [account information redacted]

SWIFT: [account information redacted]

US\$ Account No: [account information redacted]

Account with: [account information redacted]

SWIFT: [account information redacted]

Favor: [account information redacted]

US\$ Account No: [account information redacted]

Ref: [account information redacted]

The Toronto-Dominion Bank, as US Agent

[name of bank redacted]

[account information redacted]

ABA: [account information redacted]

SWIFT: [account information redacted]

US\$ Account No: [account information redacted]

Account with: [account information redacted]

SWIFT: [account information redacted]

Favor: [account information redacted]

US\$ Account No: [account information redacted]

Ref: [account information redacted]

SCHEDULE 16
LIST OF OTHER LOAN AND SECURITY DOCUMENTS

Bank Guarantee:

1. The Guarantee and Indemnity Agreement granted by Mattr Corp. (formerly Shawcor Ltd.), Mattr US Inc. (formerly Shawcor Inc.), Mattr Canada Holdings Ltd. (formerly Shawcor Canada Holdings Ltd.), DSG-Canusa GmbH, Fineglade Unlimited Company, Mattr Australia Pty. Ltd. (formerly Shawcor Australia Pty. Ltd.), Mattr International Coöperatie U.A. (formerly ShawCor International Coöperatie U.A.), Mattr UK Holdings Limited (formerly Shawcor UK Limited), Mattr US Holdings Inc. (formerly Shawcor Desert Holdings Inc.), Flexpipe Systems (US) LLC, Xerxes Corporation and AmerCable Incorporated in favour of the Canadian Agent governed by the laws of the Province of Ontario.

Canadian Security Documents:

1. Pledge Agreement between Mattr Corp. (formerly Shawcor Ltd.), Mattr Canada Holdings Ltd. (formerly Shawcor Canada Holdings Ltd.) and the Canadian Agent governed by the laws of the Province of Ontario;
2. Multi-Party Security Agreement among Mattr Corp. (formerly Shawcor Ltd.), Mattr Canada Holdings Ltd. (formerly Shawcor Canada Holdings Ltd.) and the Canadian Agent governed by the laws of the Province of Ontario;
3. Assignment of Insurance Proceeds among Mattr Corp. (formerly Shawcor Ltd.) and Mattr Canada Holdings Ltd. (formerly Shawcor Canada Holdings Ltd.) in favour of the Canadian Agent governed by the laws of the Province of Ontario;
4. IP Confirmation of Security Interest between Mattr Corp. (formerly Shawcor Ltd.) and the Canadian Agent governed by the laws of the Province of Ontario;
5. IP Confirmation of Security Interest between Mattr Canada Holdings Ltd. (formerly Shawcor Canada Holdings Ltd.) and the Canadian Agent governed by the laws of the Province of Ontario;
6. IP Confirmation of Security Interest between AmerCable Incorporated and the Canadian Agent governed by the laws of the Province of Ontario; and
7. Deed of hypothec executed by or on behalf of Mattr Corp. (formerly Shawcor Ltd.) and the Canadian Agent, as hypothecary representative governed by the laws of the Province of Quebec.

U.S. Security Documents:

1. Omnibus U.S. Pledge and Security Agreement among Mattr US Inc. (formerly Shawcor Inc.), Mattr US Holdings Inc. (formerly Shawcor Desert Holdings Inc.), Flexpipe Systems (US) LLC, Xerxes Corporation, AmerCable Incorporated and the Canadian Agent governed by the laws of the State of New York;
2. Pledge Agreement among Mattr Canada Holdings Ltd. (formerly Shawcor Canada Holdings Ltd.) and the Canadian Agent governed by the laws of the State of New York;
3. Patent Security Agreement between Mattr Corp. (formerly Shawcor Ltd.) and the Canadian Agent governed by the laws of the State of New York;
4. Patent Security Agreement between AmerCable Incorporated and the Canadian Agent governed by the laws of the State of New York;
6. Trademark Security Agreement between Mattr Corp. (formerly Shawcor Ltd.) and the Canadian Agent governed by the laws of the State of New York;
7. Trademark Security Agreement between Xerxes Corporation and the Canadian Agent governed by the laws of the State of New York;
8. Trademark Security Agreement between AmerCable Incorporated and the Canadian Agent governed by the laws of the State of New York;
9. Blocked Account Control Agreement among Mattr US Inc. (formerly Shawcor Inc.), Flexpipe Systems (US) LLC, Xerxes Corporation, the Canadian Agent and JP Morgan Chase Bank, N.A. governed by the laws of the State of New York; and
10. Blocked Account Control Agreement (Lockbox) among Mattr US Inc. (formerly Shawcor Inc.), Flexpipe Systems (US) LLC, Xerxes Corporation, the Canadian Agent and JP Morgan Chase Bank, N.A. governed by the laws of the State of New York.

Other Loan Documents:

1. Intercorporate Debt Subordination Agreement among Mattr Corp. (formerly Shawcor Ltd.), Mattr Canada Holdings Ltd. (formerly Shawcor Canada Holdings Ltd.), Mattr US Inc. (formerly Shawcor Inc.), Mattr US Holdings Inc. (formerly Shawcor Desert Holdings Inc.), Flexpipe Systems (US) LLC, DSG-Canusa GmbH, Fineglade Unlimited Company, Mattr Australia Pty. Ltd. (formerly Shawcor Australia Pty. Ltd.), Mattr International Coöperatie U.A. (formerly ShawCor International Coöperatie U.A.), Mattr UK Holdings Limited (formerly Shawcor UK Limited), Xerxes Corporation, AmerCable Incorporated and the Canadian Agent, governed by the laws of the Province of Ontario.