EXECUTION COPY

IBI GROUP
as Borrower

and

THE TORONTO-DOMINION BANK
as Sole Lead Arranger and Sole Bookrunner

and

THE INSTITUTIONS NAMED HEREIN AS LENDERS
as Lenders

and

THE TORONTO-DOMINION BANK
as Agent

CREDIT AGREEMENT

January 30, 2009

FASKEN MARTINEAU

CREDIT AGREEMENT

THIS AGREEMENT is made as of January 30, 2009.

BETWEEN:

IBI GROUP
as Borrower

- and -

THE INSTITUTIONS NAMED HEREIN AS LENDERS
as Lenders

- and -

THE TORONTO-DOMINION BANK
as Agent

BACKGROUND:

The Borrower has requested the Lenders to make available to it (i) a committed revolving operating credit facility in the principal amount of CAD10,000,000, (ii) a committed revolving swing line operating credit facility in the principal amount of CAD5,000,000, (iii) an uncommitted bid bond guarantee facility in the principal amount of USD20,000,000, (iv) a committed revolving bridge term credit facility in the principal amount of CAD 35,000,000 and (v) a committed revolving term credit facility in the aggregate maximum principal amount of CAD50,000,000, and the Lenders have agreed to do so subject to and upon the terms and conditions set out herein.

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 General Definitions

Unless the context otherwise requires, in this Agreement:

"**Acceptance**" means a Draft drawn by the Borrower, accepted by a Lender and issued for value pursuant to a Relevant Syndicated Facility.

"**Acceptance Proceeds**" means the cash proceeds realized on the sale of an Acceptance pursuant to this Agreement before deduction of the Stamping Fee.

"**Account Control Agreement**" means an agreement (i) amongst an IBI Consolidated Group Member, a depository institution and the Agent intended to grant control over a deposit account maintained by that IBI Consolidated Group Member with that depository institution and any credit balance credited thereto or (ii) amongst an IBI Consolidated Group Member, a securities intermediary and the Agent intended to grant control to the Agent over a securities account maintained by that IBI Consolidated Group Member with that securities intermediary and the financial assets credited thereto; in each case in form and substance satisfactory to the Agent.

"**Acquisition**" means an acquisition of all or any part of the business of another person, including any line of business or division of the assets comprised therein, in a single transaction, or in a series of transactions, related or not, whether by way of acquisition of assets or of Capital Stock of that person or by way of Business Combination.

"**Administration Agreement**" means the administration agreement entered into among IBI Income Fund, IBI Holding Trust, IBI GP Holdings Limited, IBI GP Limited, IBI General Partner Trust, IBI Group L.P., the Borrower and the Management Partnership pursuant to which, among other things, the Borrower provides all administrative support services required by IBI Income Fund, IBI Holding Trust, IBI GP Holdings Limited, IBI GP Limited, IBI General Partner Trust and IBI Group L.P., and the Management Partnership provides services to the Borrower and IBI Group US.

"**Advance**" means any amount of money or credit advanced, deemed advanced or to be advanced (as the context requires) by a Lender or Lenders to the Borrower pursuant to this Agreement, whether by way of loan (including overdraft) or acceptance of Drafts, or any relevant portion thereof (as the context requires), or issue of a Standby Instrument.

"Affected Lender" is used with the defined meaning assigned in Section 9.4 or 9.6 or Subsection 9.5.1 or 9.7.1, as applicable.

"**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 more than fifty percent (50%) of the Voting Capital Stock, on an undiluted or a fully diluted basis, of the relevant party or (iii) of which more than fifty percent (50%) of the Voting Capital Stock, on an undiluted basis or a fully diluted basis, is beneficially owned or Controlled by the relevant party.

"Agency Fee Agreement" means the agency fee agreement of even date herewith between the Borrower and the Agent providing for the payment of certain agency fees to the Agent.

"Agent" means TD acting in its capacity as administration agent under this Agreement for and on behalf of itself and the other Lenders, and not in its individual capacity as a Lender, or (as the context requires) any replacement for such administration agent that is appointed pursuant to Subsection 16.17.3.

"**Agent's Accounts**" means the following accounts:

for Canadian Dollars:

The Toronto-Dominion Bank
66 Wellington Street West, 5th Floor
Toronto, Ontario, Canada M5K 1A2
SWIFT: TDOMCATTTOR
Transit: 00732
Cdn $ Account No: 0360-01-2301253
Favor: The Toronto-Dominion Bank, Toronto – Corporate Lending
Ref: IBI Group

for U.S. Dollars

Bank of America, 100 West 33rd Street, New York, New York
ABA: 026-009-593
SWIFT: BOFAUS3N
US$ Account No: 6550-826-336
Account with: The Toronto-Dominion Bank, Toronto
SWIFT: TDOMCATTTOR
Favor: The Toronto-Dominion Bank, Toronto – Corporate Lending
US$ Account No: 0360-01-2301447
Ref: IBI Group

or such other accounts of the Agent marked to such reference as the Agent shall otherwise notify to each of the Lenders and the Borrower from time to time as being the accounts to which payments and transfers to the Agent pursuant to this Agreement are to be made.

"**Agreement**" means this credit agreement.

"**Annual Business Plan**" for any Fiscal Year means a detailed consolidated business plan for the IBI Consolidated Group for such Fiscal Year (broken out by Fiscal Quarter) which includes an income statement, balance sheet, cash flow projections, a capital expenditures budget, statement of material assumptions, narrative description, explanation and a comparison to the results of the prior Fiscal Year.

"**Anti-Money Laundering Laws**" is used with the defined meaning assigned in Subsection 13.1.29(b).

"**Anti-Money Laundering Measures**" is used with the defined meaning assigned in Subsection 13.1.29(b).

"**Anti-Terrorism Laws**" means the OFAC Laws and Regulations, the Executive Orders and the USA Patriot Act.

“**Anti-Terrorism Policies**” is used with the defined meaning assigned in Subsection 14.1.16.

“**Applicable Law**” means any international treaty, treaty with first nations peoples, 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), applicable to, or any guideline, policy or authorization of any governmental authority, 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, whether or not having the force of law, and any judgment, Order or award 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 Commitment Fee as of any date means the percentage rate per annum determined in accordance with the table set forth below by reference to the Funded Debt/EBITDA Ratio most recently certified by the Borrower in a Compliance Certificate delivered to the Agent pursuant to Section 14.1.6, subject to change as provided for below; provided that “**Applicable Margin**” in relation to each form of Advance and Commitment Fee on the Closing Date and thereafter until changed in accordance with the provisions below means the percentage rate per annum set forth below by reference to Level III.

Level	**R is the Funded Debt/EBITDA Ratio**	**Applicable Margin**		
		for Floating Rate Loans is	**for Libor Loans, Acceptances and Standby Instruments is**	**for the Commitment Fee is**
I	R < 1.75:1	+0.50%	+2.00%	+0.30%
II	1.75:1 ≤ R < 2.00:1	+0.75%	+2.25%	+0.35%
III	2.00:1 ≤ R < 2.25:1	+1.25%	+2.50%	+0.40%
IV	2.25:1 ≤ R	+1.50%	+2.75%	+0.45%

On the third Business Day following each date the Borrower delivers a Compliance Certificate to the Agent pursuant to Subsection 14.1.6 which discloses a Funded Debt/EBITDA Ratio at a Level which differs from Level III or the Level at which the Funded Debt/EBITDA Ratio disclosed in the immediately preceding Compliance Certificate delivered to the Agent pursuant to this

Agreement was at, the Applicable Margins shall change to reflect that new Level. The Applicable Margin applicable to all Loans outstanding on the date any such change takes effect and the Commitment Fees will be adjusted immediately, but without retroactive effect. There will be no adjustments made with respect to outstanding Acceptances. Notwithstanding the foregoing: (i) if the Borrower fails to deliver a Compliance Certificate to the Lender by the date required to do so under Subsection 14.1.6, the Funded Debt/EBITDA Ratio shall be deemed as from such date to be at Level IV until such failure is cured, at which time the Applicable Margin shall be determined in accordance with the table above, but without any adjustments having retroactive effect, and (ii) if an Event of Default has occurred which has not been waived by the Required Lenders, (A) any reduction in the Applicable Margin which would, but for this provision, take place shall be deferred until the first Business Day of the calendar month following the month in which the Required Lenders waive such Event of Default and (B) the Applicable Margin applicable to all Types of Advances shall, to the extent permitted by Applicable Law and the Required Lenders so require, be increased by two percent (2%) per annum.

“**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 KPMG LLP or such other nationally recognized firm of chartered accountants as the Borrower may designate from time to time as its auditors.

“**Availability Period**” for a Credit Facility means the period from (and including) the Closing Date to (but excluding) the Business Day preceding the Relevant Maturity Date of that Credit Facility.

“**AXA**” means any one or more or all of AXA Assurances Inc., AXA Insurance (Canada) Inc. and AXA Pacific Insurance.

“**AXA Performance Bond Documents**” means the agreements referred to in Subsection 14.2.5(r).

“BA Equivalent Advance” is used with the defined meaning assigned in Section 6.9.

“BA Reference Rate” means (i) for each Relevant Lender that is one of the six (6) largest Schedule I Canadian chartered banks, CDOR and (ii) for each Relevant Lender that is not one of the six (6) largest Schedule I Canadian chartered banks, CDOR plus one-tenth of one percent (0.10%) per annum.

“**Benefit Plan**” means a defined benefit plan as defined in Section 3(35) of ERISA (other than a Multiemployer Plan or Non-U.S. Employee Benefit Plan) in respect of which any IBI Consolidated Group Member or any ERISA Affiliate is, or within the immediately preceding six (6) years was, an "employer" as defined in Section 3(5) of ERISA.

"**Bid Bond Guarantee Facility**" means the uncommitted revolving Bid Bond Guarantee credit facility established by the Bid Bond Guarantee Lender in favour of the Borrower under Section 4.1.

"**Bid Bond Guarantee Lender**" means (i) TD acting in its capacity as Issuing Bank under the Bid Bond Guarantee Facility and (ii) each immediate and subsequent Transferee of TD relative to its rights and obligations under the Bid Bond Guarantee Facility.

"**Bid Bond Guarantee Limit**" means the maximum amount of the Bid Bond Guarantee Facility which the Bid Bond Guarantee Lender may make available to the Borrower as set out opposite its name under the "Bid Bond Guarantee Limit" column in Schedule 1, or as set forth in any Loan Transfer Agreement, as such amount may be changed from time to time pursuant to the provisions of this Agreement.

"**Bid Bond Guarantee Maturity Date**" means the earlier of (i) the date the Bid Bond Guarantee Facility Lender cancels and demands repayment of the Bid Bond Guarantee Facility and (ii) December 31, 2009, or if such date is not a Business Day, the preceding Business Day.

"**Borrower**" means IBI Group, existing as at the date hereof as a partnership formed under the laws of the Province of Ontario between Management Partnership and IBI Group L.P.

"**Borrower's Account**" means the following accounts maintained by the Borrower with the Swing Line Lender:

(i) Canadian dollar account number 1020 5245366 at The Toronto-Dominion Bank, 55 King Street West & Bay, Toronto, Ontario M5K 1A2; and

(ii) U.S. dollar account number 1020 7363460 at The Toronto-Dominion Bank, 55 King Street West & Bay, Toronto, Ontario M5K 1A2

or such other applicable Canadian Dollar or US Dollar accounts as shall be maintained by the Borrower with the Swing Line Lender from time to time.

"**Borrower's Counsel**" means (i) in the Provinces of Ontario, Alberta, British Columbia and Quebec, Fraser Milner Casgrain LLP, (ii) in the State of California, Wulfsberg Reese Colvig & Firstman Professional Corporation, (iii) in the Province of Manitoba, Aikens, MacAulay & Thorvaldson LLP, (iv) in the United Kingdom, Squire, Sanders & Dempsey, (v) in Cyprus, Antis Triantafyllides &

Sons LLC, (vi) in the States of New York, Florida and Delaware, Hodgson Russ LLP, (vii) in each other relevant jurisdiction, such legal counsel of recognized local standing not unacceptable to the Required Lenders as the Borrower 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 Required Lenders as the Borrower 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 the Borrower requesting a Borrowing in the form of Schedule 2 (or in such other form to substantially similar effect as the Agent may accept).

"**Bridge Commitment**" of any Bridge Lender means the maximum portion of the Bridge Facility which such Bridge Lender has agreed to make available to the Borrower as set out opposite its name under the "Bridge Commitment" column in Schedule 1, or as set forth in any Loan Transfer Agreement, as such amount may be changed from time to time pursuant to the provisions of this Agreement.

"**Bridge Facility**" means the committed revolving bridge term credit facility established by the Bridge Lenders in favour of the Borrower under Section 2.2.

"**Bridge Lender**" means a Lender that has agreed to make available to the Borrower a portion of the Bridge Facility under this Agreement.

"**Bridge Maturity Date**" means December 31, 2009, or if such date is not a Business Day, the preceding Business Day.

"Business Combination" is used with the defined meaning assigned in Subsection 14.2.7.

"**Business Day**" means (i) in respect of any Libor Loan or US Base Rate Loan in respect of which a payment or Borrowing is due to be made, a New York Banking Day, (ii) in respect of any determination of LIBOR, a London Banking Day and (iii) in respect of any matter, other than those referred to in Clauses (i) and (ii) of this definition, a day which is not a Saturday or Sunday on which banks are generally open for commercial lending and foreign exchange business in Toronto, Ontario.

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

"**Canadian Prime Rate**" on any day means the variable nominal interest rate equal on such day to the percentage rate per annum determined by the Agent (rounded up, if necessary, to be expressed to two (2) decimal places to the nearest $1/100^{th}$ of 1%) to be the greater of (i) the rate of interest which the Reference Lender establishes at that time as the reference rate of interest for determination of the interest rates it will charge for loans made in Canadian Dollars in Canada and which it refers to as its prime rate (or its equivalent or analogous such rate) or (ii) the sum of (A) the yearly rate of interest to which one month CDOR is equivalent plus (B) one percent (1.0%).

"**Canadian Prime Rate Loan**" means an Advance made by way of loan under a Credit Facility 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.

"Cancellation Notice" means a duly completed and signed notice from the Borrower in the form of or to substantially similar effect as Schedule 3 (or such other form to substantially similar effect as the Agent may accept).

"Capital Expenditures" means (without duplication) any expenditure (whether payable in cash or other property or accrued as a liability) made by an IBI Consolidated Group Member that, in conformity with GAAP, would be required to be classified as a capital expenditure on the consolidated balance sheet of the Borrower. For certainty, Capital Expenditures includes (i) the cost of assets acquired under capital leases and (ii) expenditures for equipment which is purchased simultaneously with the trade-in of existing equipment owned by any IBI Consolidated Group Member, to the extent of the net purchase price of the purchased equipment after giving effect to any trade-in. Capital Expenditures, however, excludes (x) expenditures made in connection with the replacement, repair or restoration of buildings, fixtures or equipment to the extent reimbursed or financed from insurance or expropriation proceeds, (y) capital lease payments and (z) the cost of any Acquisition.

"**Capital Stock**" means common shares, preferred shares or other equivalent equity interests (howsoever designated) in a body corporate, partnership, limited partnership, trust or other artificial legal or commercial entity.

"**Cash Equivalents**" means (i) short-term obligations of, or fully guaranteed by, the government of the United States of America or Canada, or of a State of the United States of America or of a Province of Canada, in each case having an approved credit rating, (ii) demand or current deposit accounts maintained in the ordinary course of business with a Lender or with a financial institution having an approved credit rating and (iii) certificates of deposit issued by and time deposits with a Lender or any commercial bank or trust company (whether domestic or foreign) having an approved credit rating; provided in each case that the same has a term not exceeding 12 months, provides for payment of both principal and interest (and not principal alone or interest alone) and is not subject to any contingency regarding the payment of principal or interest (and for certainty, the mere passage of time is not a contingency). For the purposes of this definition, an "**approved credit rating**" means 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 Dominion Bond Rating Service Limited, (ii) F1 issued by Fitch Ratings, (iii) P-1 issued by Moodys Investors Service or (iv) A-1 (Low) issued by Standard & Poor's.

"Cash Management Agreement" means an agreement to which any Lender is party providing for cash management services to any IBI Consolidated Group Member, including treasury, depository, overdraft, credit or debit card, electronic funds transfers, cash concentration and other cash management services.

"Cash Management Obligations" means the Debt and other obligations of each IBI Consolidated Group Member owing to each Lender 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.

"**CDOR**" in relation to any Tenor of any issue of Acceptances or in determining one month CDOR in the definition of Canadian Prime Rate (the "**Relevant Period**") means:

(a) the applicable Screen Rate; or

(b) if no Screen Rate is available for determining CDOR, the bid rate (rounded up, if necessary to be expressed to three decimal places) as supplied to the Agent at its request by the Reference Lender,

as of 10:00 a.m. on the first day of such Relevant Period, or the preceding Business Day if such day is not a Business Day, for the discount of bankers' acceptances issued in Canadian Dollars for a period comparable to that Relevant Period.

"**Certificate**" from any person means a written certificate of that person signed by a Responsible Officer of that person.

"**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 resulted in owning or Controlling direct or indirect beneficial ownership of Voting Capital Stock of the Borrower having attributed to it a sufficient number of the outstanding votes attached to all of the issued and outstanding Voting Capital Stock of the Borrower to "affect materially the control" (as contemplated by clause (c) of the definition of "distribution" contained in the *Securities Act* (Ontario)) of the Borrower.

"**Change in Law**" means the introduction of, any change in, or the coming into effect of, any Applicable Law, or any change in the interpretation, administration or application thereof by any governmental authority, or compliance by any Senior Lender with any Order issued on or after the Closing Date.

"**Class A Units**" means Class A units in the Capital Stock of the Borrower.

"**Class B Units**" means Class B units in the Capital Stock of the Borrower.

"**Class C Units**" means Class C units in the Capital Stock of the Borrower.

"**Closing**" means the time when the Agent confirms to the Borrower and the Lenders that each of the conditions precedent to closing set forth in Section 11.1 have been met or (to the extent not met) waived by the Required Lenders to permit closing to occur.

"**Closing Date**" means the date on which the Closing occurs.

"**Closing Notice**" is used with the defined meaning assigned in Section 11.1.

"**Collateral**" means all assets in or to which any Security Provider 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, or any item or part thereof.

"**Commitment**" means a Revolver Commitment, Swing Line Commitment, Bridge Commitment or Term Commitment, as the context requires. The Bid Bond Guarantee Facility is not committed.

"**Commitment Fee**" means commitment fee payable under Section 9.2.

"**Compliance Certificate**" in respect of a Test Period means a duly completed and signed Certificate of the Borrower substantially in the form attached as Schedule 5 (or in such other form to substantially similar effect as the Agent may accept) setting out, among other things, a statement for that Test Period of the calculations of the financial tests set out in Section 14.3.

"Constitutional Documents" in relation to any person that is a corporation or other artificial legal or commercial entity means the articles, any unanimous shareholder agreement, the limited liability, operating or members' agreement or the partnership agreement, declaration of trust or equivalent documents governing the incorporation or formation, capacity, powers, assets and affairs of that person; together, in each case, with the by-laws or other documents, regulating the organization, Control or internal management of that person.

"**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 "Contaminant" within the meaning assigned to such term in any Environmental Law.

"**Control**" when used with respect to any person, other than an individual, means the power to direct the management and policies of such person, directly or indirectly, whether through ownership of Voting Capital Stock, by contract or otherwise.

"**Conversion**" means a conversion of a Loan or an Acceptance pursuant to Section 7.1.

"**Conversion Date**" means any day on which a Conversion takes place.

"**Credit Amount**" when used in relation to any outstanding Advance at any time means (i) its aggregate face amount if it is an issue of Acceptances, (ii) its outstanding principal balance if it is a Canadian Prime Rate Loan, (iii) the maximum amount remaining available to be drawn upon under it if it is a Standby Instrument denominated in Canadian Dollars, (iv) the Equivalent in Canadian Dollars of its outstanding principal balance if it is a Libor Loan or US Base Rate Loan and (v) the Equivalent in Canadian Dollars of the maximum amount remaining available to be drawn upon under it if it is a Standby Instrument denominated in foreign currency.

"**Credit Facilities**" means the Revolver Facility, Swing Line, Bid Bond Guarantee Facility, Bridge Facility and Term Facility.

"**Cumming Cockburn**" means Cumming Cockburn Limited, existing as of the date hereof as a corporation amalgamated under the laws of the Province of Ontario.

"**DAA**" means Daniel Arbour & Associates (DAA) Inc./Daniel Arbour & Associés (DAA) Inc., existing as at the date hereof as a corporation incorporated under the laws of Canada.

"**DAA Assets**" means the assets and Purchased Shares (as each such term is defined in the DAA Merger Agreement).

"**DAA Waiver and Consent**" means the waiver and consent dated January 31, 2006 between the Borrower and the Lender entered into in connection with the acquisition by the Borrower of the DAA Assets.

"**DBSF**" means Le Groupe DBSF Inc., existing as at the date hereof as a corporation incorporated under the laws of the Province of Quebec.

"**Debt**" of any person at any time means obligations of such person to pay (in whole or in part) (without duplication) (i) liabilities which, in accordance with GAAP, would be classified upon the unconsolidated balance sheet of that person prepared as at such time as indebtedness for borrowed money, including bank indebtedness, long-term debt, capital lease obligations and indebtedness to Affiliates and other financial indebtedness, (ii) amounts payable, actual or contingent, primary, secondary or by way of guarantee, matured or unmatured, under, by reason of or otherwise in respect of, any bankers' acceptance, (iii) amounts payable, actual or contingent, primary, secondary or by way of guarantee, matured or unmatured, under, by reason of or otherwise 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 Affiliate of it exists to recover such amounts payable, (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) amounts payable, actual or contingent, primary, secondary or by way of guarantee, matured or unmatured, under, by reason of or otherwise in respect of, any (A) standby credit, bank guarantee or performance bond issued to secure obligations that do not constitute trade obligations incurred in the ordinary course of conducting day-to-day business, (B) any liability under any sale and leaseback transaction which does not create a liability on the consolidated balance sheet of such person prepared in accordance with GAAP, (C) any liability under any financing lease or so-called "synthetic" lease transaction or (D) any obligations arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the consolidated balance sheet of such person and its Subsidiaries, prepared in accordance with GAAP, (viii) amounts payable under convertible debentures and other like instruments, whether or not they would, in accordance with GAAP, be included in shareholders equity in the consolidated balance sheet of such person, (ix) the redemption or retraction price of any Preferred Shares and (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. 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 conducting business and current payments under operating leases (other than leases referred to in paragraph (vii)(B) and (C) above ("**Lease Equivalents**")), for any current fiscal period, and customer advance payments and deposits received in the ordinary course of conducting business, are not Debt.

"**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 constitute or could reasonably be expected to result in the occurrence of an Event of Default.

"**Default Rate**" means the rate of interest payable pursuant to Subsection 9.1.4.

"**Derivative**" means any agreement (including any transaction contemplated thereby) now existing or hereafter entered into which is an interest rate swap, cap, floor or collar agreement, interest rate forward, future or option contract, cross-currency interest rate swap agreement or interest rate future or option contract, a spot or forward foreign exchange contract or any other derivative agreement relative to interest rates, foreign exchange, debt obligations, equities, commodities or other indices.

"**Derivative Exposure**" in relation to any person (the "relevant party") at any time means the amount which is or (as the case may be) 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 by the relevant party and in effect at that time if those Derivatives have been or (as the case may be) were to be terminated at such time as the result of the default of the relevant party. If the Derivative Exposure is payable by the relevant party, it is referred to herein as "**Out-of-the-Money Derivative Exposure**". If Derivative Exposure is payable to that relevant party, it is referred to herein as **"In-the-Money Derivative Exposure"**.

"**Designated Person**" is used with the defined meaning assigned to it in Subsection 13.1.29.

"**Directors and Associate Directors Compensation Amount**" means the amount to be paid by the Borrower to the Management Partnership in respect of the base compensation for the services of the principals of the partners of the Management Partnership, which amount shall be determined in accordance with the compensation policies established by the Borrower and approved by the compensation committee of IBI GP Limited.

"Discount Note" means a non-interest-bearing promissory note (within the meaning of the *Bills of Exchange Act* (Canada)) or depository note (within the meaning of the *Depository Bills and Notes Act* (Canada)) denominated in Canadian Dollars issued by the Borrower to a Non-Acceptance Lender.

"**Distributable Cash**" for any Fiscal Quarter means the difference between (i) Cash from Operations of the Borrower for that Fiscal Quarter minus (ii) the sum (without duplication) of (A) Interest Expense for that Fiscal Quarter plus (B) income taxes actually paid in cash in respect of that Fiscal Quarter plus (C) actual Capital Expenditures incurred in respect of that Fiscal Quarter. For the purposes of this definition, "Cash from Operations" for any Fiscal Quarter means the Net Income of the Borrower for that Fiscal Quarter adjusted as follows:

(a) the following amounts shall be added to Net Income to the extent they were deducted in computing Net Income, namely: (A) Interest Expense, (B) income taxes and (C) depreciation and amortization expense;

(b) the portion of Net Income (adjusted in accordance with paragraph (a) above) attributable to any Subsidiary acquired by the Borrower during such Fiscal Quarter shall be included only for the period after it is acquired; and

(c) the portion of Net Income (adjusted in accordance with paragraph (a) above) attributable to any Subsidiary disposed of by the Borrower during such Fiscal Quarter shall be included only for the period before it is disposed.

For certainty, Directors and Associate Directors Compensation Amount shall be deducted in computing Cash from Operations for any Fiscal Quarter.

"**Distribution**" in relation to any person that is a corporation or other artificial legal or commercial entity means (i) the retirement, redemption, retraction, purchase, or other acquisition by such person of any of its Capital Stock, (ii) the declaration or payment of any dividend, return of capital or other distribution (in cash, securities or other property or otherwise) of, on or in respect of, its Capital Stock and (iii) any other payment or distribution (in cash, securities or other property, or otherwise) by such person of, on or in respect of any Capital Stock of such person.

"**Draft**" means a blank non-interest bearing bill of exchange within the meaning of the *Bills of Exchange Act* (Canada) or a blank depository bill within the meaning of the *Depository Bills and Notes Act* (Canada), as applicable, drawn by the Borrower and addressed to a Lender, made payable to the Borrower, bearer or a clearing house bearing such distinguishing letters and numbers and being in such form as such Lender may require.

"**Drawdown**" means a new Advance which is or new Advances which are not derived from a Conversion or Rollover.

"**Drawdown Date**" means any day on which a Drawdown takes place.

"**DOL**" means the United States Department of Labor and any person succeeding to the functions thereof.

"**EBITDA**" for any period means the Net Income of a person for that period, adjusted (without duplication) on a consolidated basis as follows:

(a) subject to paragraph (e) below, such Net Income shall be increased by (to the extent, if any, the following amounts were deducted in computing such Net Income) the sum for that period of (i) Interest Expense, (ii) income tax expenses, (iii) depreciation, amortization and other reductions to income not involving an outlay of cash, (iv) extraordinary or unusual charges, (v) non-recurring charges (if any) to the extent the Required Lenders agree to their inclusion for this purpose, (vi) non-cash expenses resulting from employee or management compensation, including the grant of stock options or Capital Stock to employees and/or under or pursuant to long term incentive plans, (vii) losses realized upon the disposal of capital property, (viii) accrued (but not yet actually realized) foreign exchange translation losses and (ix) losses on the purchase or redemption of securities issued by that person or any Subsidiary;

(b) subject to paragraph (e) below, such Net Income shall be reduced by (to the extent, if any, the following amounts were added in computing such Net Income) the sum for that period of (i) extraordinary or unusual gains, (ii) non-recurring gains (if any) to the extent the Required Lenders agree to their inclusion for this purpose, (iii) gains realized upon the disposal of capital property, (iv) accrued (but not yet actually realized) foreign exchange translation gains, (v) gains on the purchase or redemption of securities issued by that person or any Subsidiary of it, (vi) amounts attributable to minority equity investments and (viii) interest income;

(c) subject to paragraph (e) below, the portion of the Net Income during that period (adjusted as provided in paragraphs (a) and (b) above) attributable to any Subsidiaries acquired by that person during that period shall be included on an annualized basis for that period (determined by multiplying (y) the EBITDA of the acquired Subsidiary for the portion of that period during which the acquired Subsidiary was a Subsidiary of the Borrower (the "**Relevant Acquired Period**") times (z) the fraction of (1) the number of days in that period divided by (2) the number of days that elapsed in the Relevant Acquired Period.

(d) subject to paragraph (e) below, the portion of the Net Income during that period (adjusted as provided in paragraphs (a) and (b) above) attributable to any Subsidiary disposed of by that person during that period shall be excluded on a *pro forma* basis for that period (assuming such disposition and the repayment of any related Debt in connection therewith occurred on the first day of that period); and

(e) in determining the EBITDA of the Borrower for any period, the portion of such EBITDA derived from any Subsidiary that is an Exempt Security Provider shall be excluded from the computation of such EBITDA.

For certainty, the Directors and Associate Directors Compensation Amount shall be deducted in computing Net Income for any relevant period.

"**EDC Indemnity**" means an indemnity agreement entered into by the Borrower in favour of Export Development Canada in form and substance acceptable to the Agent and the Bid Bond Guarantee Lender.

"Enforcement Event" means any of (i) the declaration by the Agent that the Loan Obligations owing by any Security Provider are or have become payable on demand or immediately due and payable before their stated maturity or before the regularly scheduled dates of payment of such Loan Obligations by reason of any Event of Default, (ii) the cancellation or termination of all of the Commitments of the Lenders pursuant to Section 15.2, (iii) the exercise of any set-off rights by any

Senior Lender by reason of the occurrence of any Event of Default, (iv) the commencement of any enforcement proceedings under or pursuant to any Loan Document or (v) the occurrence of an Insolvency Event relative to any Security Provider.

"**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, the regulation of Contaminants or Waste or occupational health or safety which applies to the assets of any person.

"**Equivalent**" 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 Bank of Canada noon rate of exchange 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).

"**ERISA**" means the *Employee Retirement Income Security Act* of 1974 of the United States of America, as amended, and the regulations promulgated and rulings issued thereunder.

"**ERISA Affiliate**" means (i) any corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Internal Revenue Code) as the Borrower; (ii) a partnership or other trade or business (whether or not incorporated) which is under common control (within the meaning of Section 414(c) of the Internal Revenue Code) with the Borrower, (iii) a member of the same affiliated service group (within the meaning of Section 414(m) of the Internal Revenue Code) as the Borrower, in each case which are treated as a single employer under Section 414 of the Internal Revenue Code, any corporation described in clause (i) above or any partnership or trade or business described in clause (ii) above; and (iv) any other person which is required to be aggregated with the Borrower pursuant to regulations promulgated under Section 414(o) of the Internal Revenue Code.

"**Event of Default**" means any default, breach, failure, event, state or condition described in Section 15.1. An Event of Default which occurs or exists 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.

"Excluded Taxes" in relation to any Senior Lender means any Taxes now or hereafter imposed, levied, collected, withheld or assessed on net income or net profits of that Senior Lender or capital taxes or franchise taxes imposed on that Senior Lender by any jurisdiction by reason of that Senior Lender (i) having a permanent establishment in such jurisdiction, (ii) being organized under the laws of such jurisdiction, (iii) being resident in such jurisdiction, (iv) being engaged in a trade or business in such jurisdiction or (v) having any other present or former connection with such jurisdiction.

"**Executive Order**" is used with the defined meaning assigned to it in Subsection 13.1.29.

"**Exempt Security Provider**" means a Subsidiary of the Borrower that is not obliged to deliver the Guarantee or Security referred to in Section 12.2.

"**Federal Funds Rate**" on any day means:

(a) the applicable Screen Rate; or

(b) if no Screen Rate is available for determining Federal Funds Rate, the arithmetic mean of the rates (rounded up, if necessary to be expressed to three (3) decimal places) as supplied to the Agent at its request by the Reference Lender,

for the last transaction in overnight US Dollar Federal funds arranged by US Dollar Federal funds dealers prior to 10:00 a.m. on such day, or the preceding New York Banking Day if such day is not a New York Banking Day.

"**Fee Letter**" means the fee letter of even date herewith between TD and the Borrower entered into in anticipation of this Agreement.

"**Fees**" means any Stamping Fees, Commitment Fee, Standby Instrument Fees or other fees payable by the Borrower and/or any of its Affiliates to each of the Senior Lenders pursuant to this Agreement, the Agency Fee Agreement or the Fee Letter, or (as the context requires) any relevant portion thereof.

"**Fiscal Quarter**" means one of the four (4) three-month accounting periods of the Borrower comprising a Fiscal Year.

"**Fiscal Year**" means the 12 month accounting period of the Borrower which, as at Closing, ends on December 31 of each calendar year.

"**Fixed Charge Coverage Ratio**" for any Test Period means the ratio for that Test Period of (i) the amount by which (A) the sum of (1) EBITDA of the Borrower plus (2) Rents exceeds (B) the sum of (1) actual Capital Expenditures to the extent not financed by capital lease or other Debt plus (2) income taxes actually paid in cash plus (3) cash payments made by any IBI Consolidated Group Member to any person that is not an IBI Consolidated Group Member on account of any Capital Stock or Subordinated Debt of any IBI Consolidated Group

Member, whether on capital or income account, divided by (ii) the sum of (A) scheduled principal repayments of Debt (excluding the Loan Obligations) plus (B) Interest Expense minus (C) capitalized interest, amortization of deferred financing costs and any other amounts of non-cash payments of interest included in Interest Expense plus (D) Rents, all as determined for the Borrower on a consolidated basis in accordance with GAAP.

"**Floating Rate**" means the Canadian Prime Rate or US Base Rate, as the context requires.

"**Floating Rate Loan**" means a Canadian Prime Rate Loan or US Base Rate Loan, as the context requires.

"**Funded Debt/EBITDA Ratio**" for any Test Period means the ratio of (i) Total Debt at the end of that Test Period divided by (ii) EBITDA of the Borrower for that Test Period.

"**GAAP**" means generally accepted accounting principles determined in accordance with Section 1.7.

"**Gescona**" means Gescona Inc., existing as of the date hereof as a corporation formed under the laws of the Province of Quebec.

"**Guarantee**" means a guarantee of, *inter alia*, the Secured Obligations of the Borrower duly completed and executed by an IBI Consolidated Group Member in favour of the Senior Lenders substantially in the form agreed between the Borrower and the Required Lenders at or before Closing (or in such other form to substantially similar effect as the Agent may accept).

"**Guarantors**" means (i) IBI Group US, (ii) IBI Group (UK) Limited, existing as at the date hereof as a company incorporated under the laws of England and Wales, (iii) Irwin Beinhaker InterBase Limited, a company incorporated under the laws of Cyprus as at the date hereof, (iv) InterBase Consultants Ltd., existing as at the date hereof as a corporation amalgamated under the laws of Canada, (v) 1626699 Ontario Limited, existing as at the date hereof as a corporation incorporated under the laws of the Province of Ontario, (vi) Cumming Cockburn, (vii) IBI Europe Holdings Limited, existing as at the date hereof as a corporation incorporated under the laws of the Province of Ontario, (viii) IBI Group Architects, existing as a the date hereof as a partnership formed under the laws of the Province of Ontario, (ix) IBI Subco Inc., existing as at the date hereof as a corporation incorporated under the laws of the State of Delaware, (x) IBI Florida, (xi) DAA, (xii) PEIL, (xiii) IBI NY, (xiv) IBI-BCK, (xv) LAL, (xvi) Y+W, (xvii) LD, (xviii) Page + Steele Incorporated, existing as at the date hereof as a corporation incorporated under the laws of the Province of Ontario, (xix) Martin & Marcotte-Beinhaker Inc., existing as at the date hereof as a corporation incorporated under the laws of the Province of Quebec, (xx) Giffels Associates Limited/IBI Group, existing as at the date hereof as a corporation incorporated under the laws of the Province of Ontario, (xxi) Giffels International

Limited/Giffels International Limitée, existing as at the date hereof as a corporation incorporated under the laws of Canada, (xxii) Giffels, Inc., existing as at the date hereof as a corporation incorporated under the laws of the State of Delaware and (xxiii) each additional person that hereafter provides a Guarantee pursuant to this Agreement.

"Holding Body Corporate" of any person that is a corporation or other artificial legal or commercial entity means another person that Controls that person.

"Hostile Take-Over Bid" means a Take-Over Bid by the Borrower or any of its Subsidiaries or in which the Borrower or any of its Subsidiaries is involved, in respect of which the board of directors (or equivalent governing body) of the target entity has recommended against acceptance of such Take-Over Bid to the target entity's Capital Stock holders or which is similarly opposed or contested.

"**IBI China**" means IBI Group Urban Project Consultant (Beijing) Co. Ltd., existing as at the date hereof as a corporation incorporated under the laws of the Peoples Republic of China.

"**IBI Consolidated Group**" means the Borrower and its Subsidiaries, and "IBI Consolidated Group Member" means any of them.

"**IBI Consolidated Group Business**" means the business of providing professional services, including planning, design, implementation, analysis of operations and other consulting services, in relation to four main areas of development, being urban land, building facilities, transportation networks and systems technology.

"**IBI Consolidated Group Equity**" at any time means the sum (without duplication) of (i) the total amount of partners' equity (as may be adjusted from time to time to reflect amortization of intangible assets other than goodwill in accordance with GAAP consistently applied) as such amount would be classified on the consolidated balance sheet of the IBI Consolidated Group prepared on a consolidated basis in accordance with GAAP as at such time and as shown thereon plus (ii) Subordinated Debt of the IBI Consolidated Group. Notwithstanding the foregoing, "IBI Consolidated Group Equity" shall exclude all convertible and subordinated debentures and other like debt instruments, unless it is Subordinated Debt.

"**IBI Consolidated Group Facilities**" means all real property and rights therein of any IBI Consolidated Group Member and all buildings, plants, infrastructure and other facilities located thereon and all other machinery and equipment owned, leased, managed, controlled or operated by any IBI Consolidated Group Member or for which any IBI Consolidated Group Member is otherwise obligated under Environmental Law.

"**IBI Florida**" means IBI Group, Inc., existing as at the date hereof as a corporation incorporated under the laws of the State of Florida.

"**IBI Group US**" means IBI Group, existing as of the date hereof as a general partnership formed under the laws of the State of California between the Borrower and IBI Subco Inc., existing as at the date hereof as a corporation incorporated under the laws of the State of Delaware.

"**IBI Income Fund**" means IBI Income Fund, existing as of the date hereof as an unincorporated, open-ended, limited purpose mutual fund trust established under the laws of the Province of Ontario.

"**IBI-BCK**" means IBI-BCK partnership, existing as of the date hereof as a general partnership under the laws of the State of New York.

"**IBI/HB Architects**" means IBI/HB Architects, existing as at the date hereof as a general partnership formed under the laws of the Province of British Columbia.

"**IBI NY**" means IBI NY, Inc., existing as of the date hereof as a corporation incorporated under the laws of the State of New York.

"ICC Rules" means (i) the Uniform Customs and Practice for Documentary Credits, ICC Publications 600 or (ii) the International Standby Practices - ISP98, ICC Publication No. 590, as applicable.

"**IFRS**" means the International Financial Reporting Standards issued or adopted by the International Accounting Standards Board.

"Immaterial" means (i) is not, and could not reasonably be expected to be, Material, (ii) does not, and could not reasonably be expected to, have a Material Adverse Effect and (iii) in relation to the Acquisition Agreements, the AXA Performance Bond Documents, any EDC Indemnity or any agreement with any Related Person to the Borrower, does not, and could not reasonably be expected to, change the nature, scope, amount or performance due date of any obligation or any right of any IBI Consolidated Group Member thereunder.

"**Indemnified Taxes**" means Taxes that are not Excluded Taxes.

"**Insolvency Event**" means, with respect to any person, that such person 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 person (excluding any Insolvency Proceeding being contested by that person 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 person takes corporate, partnership or other internal management action to authorize any of the actions set forth above in this definition.

"**Insolvency Law**" means the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), the US Bankruptcy Code or any other like, equivalent or analogous legislation of any jurisdiction, domestic or foreign.

"**Insolvency Proceeding**" means, with respect to any person, 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 person, seeking the winding up, liquidation or dissolution of such person or all or any part of its property, seeking any judgment or Order declaring, finding or adjudging such person insolvent or bankrupt, seeking the appointment (provisional, interim or permanent) of any receiver or resulting, by operation of law, in the bankruptcy of such person.

"**Intellectual Property Rights**" means all trade secrets, confidential information and know-how, Software, patents, trade marks, patent or trade mark rights, registrations and applications, designs, logos, indicia, trade names, corporate names, company names, domain names, business names, trade styles, business identifiers, fictitious business names or characters, 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 IBI Consolidated Group Member now or hereafter has rights, and any item or part thereof, and each and every such right.

"Interest Expense" for any period means the total consolidated interest expense of the IBI Consolidated Group for that period determined on a consolidated basis, including capitalized interest, amortization of deferred financing costs and any other amounts of non-cash payments of 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 by each IBI Consolidated Group Member pursuant to any interest rate swaps hedging interest rate exposure on Debt, and including interest expense actually paid in cash (as opposed to Capital Stock) attributable to convertible debentures and other like instruments which, in accordance with GAAP, would be included in shareholders equity in the consolidated balance sheet of the Borrower.

"**Interest Payment Date**" means (i) with respect to each Floating Rate Loan or any amount on which interest is payable under Subsection 9.1.4 and any period of time elapsed in any calendar month, the third (3^{rd}) Business Day of the immediately following calendar month and (ii) with respect to each Libor Loan, the last day of each Interest Period applicable to it and, with respect to each Libor Loan with an Interest Period longer than three (3) months, each day that falls every three (3) months after commencement of that Interest Period (or the next following Business Day if any such day is not a Business Day) during that Interest Period.

"**Interest Period**" for any Libor Loan means the period of one (1), two (2), three (3) or six (6) months, as selected by the Borrower in a Borrowing Request commencing on each Borrowing Date of that Libor Loan; provided that any Interest Period which would otherwise end on a day which is not a Business Day shall be extended or shortened in accordance with the Modified Following Business Day Convention.

"**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.

"**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 the Borrower and confirmed by the Auditors.

"**IP License**" means a license 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.

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

"**LAL**" means Landplan Associates Ltd., existing as of the date hereof as a corporation incorporated under the laws of the Province of Alberta.

"**LD**" means Lawrence Doyle Young & Wright Architects Inc., existing as of the date hereof as a corporation incorporated under the laws of the Province of British Columbia.

"**Lease Equivalents**" is used with the defined meaning assigned in the definition of Debt contained in this Section 1.1.

"**Lender**" means a Revolver Lender, the Swing Line Lender, the Bid Bond Guarantee Lender, a Bridge Lender or a Term Lender, as the context requires.

"**Lenders' Counsel**" means (i) in the Provinces of Ontario, British Columbia and Quebec and in England, the firm of Fasken Martineau DuMoulin LLP, (ii) in each other relevant jurisdiction, such local legal counsel as the Agent may designate as the Lenders' legal counsel in that jurisdiction and (iii) in each case, such replacement or additional firm as the Agent may designate from time to time as the Lenders' legal counsel.

"Lending Office" of a Lender means the office of that Lender which that Lender notifies to the 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.

"**LIBOR"** in relation to any Interest Period for any Libor Loan means:

(a) the applicable Screen Rate; or

(b) if no Screen Rate is available for that Interest Period, the rate (rounded upwards to be expressed to three (3) decimal places) as supplied to the Agent at its request quoted by the Reference Lender to leading banks in the London interbank market,

as of 11:00 a.m. (London time) on the Quotation Date of that Interest Period for the offering of deposits in US Dollars for a period comparable to that Interest Period.

"**Libor Loan**" means an Advance made by way of loan in United States Dollars under a Relevant Syndicated Facility upon which interest shall be calculated and payable in accordance with the applicable provisions of this Agreement with reference to LIBOR.

"**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, deposit arrangement, title retention, capital lease, sale-lease-back 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 (iv) of this definition.

"**Lists**" is used with the defined meaning assigned to it in Subsection 13.1.29(a).

"**Loan**" means a Libor Loan or Floating Rate Loan, as the context requires.

"**Loan Documents**" at any time means, collectively, this Agreement, each Guarantee and Security Document executed by each Security Provider, the

Agency Fee Agreement, the Fee Letter and each other document delivered to or for the benefit of the Senior Lenders pursuant to or otherwise in connection with any of the foregoing agreements at or before such time.

"**Loan Obligations**" in relation to any Security Provider means the Debt and other obligations of such Security Provider owing to each Senior Lender arising under, pursuant to or otherwise in respect of each Loan Document to which such Security Provider is party, and any item or part of any thereof, but excluding Cash Management Obligations and Treasury Obligations of such Security Provider.

"**Loan Transfer Agreement**" is used with the defined meaning assigned in Subsection 17.10.4.

"**Long Term Incentive Plan Payments**" means payments by the Borrower under the Borrower's long-term incentive plan to purchase units of IBI Income Fund..

"**London Banking Day**" means a day which is not a Saturday or Sunday on which dealings by and between banks in US Dollar deposits may be transacted in the London interbank market.

"Majority Lenders" at any time means (i) all Lenders if there are less than three (3) Lenders at that time or (ii) Lenders whose Commitments and whose Rateable Share in the Credit Amount of all Advances outstanding under the Bid Bond Guarantee Facility (if any such Lender is the Bid Bond Guarantee Lender) collectively amount at that time to (A) at least 66-2/3% of the sum of (1) the Total Commitment plus (2) the Credit Amount of all Advances outstanding under the Bid Bond Guarantee Facility, if no Enforcement Event has occurred or (B) at least 66-2/3% of the sum of (1) the Total Commitment immediately before the time the Enforcement Event occurs plus (2) the Credit Amount of all Advances outstanding under the Bid Bond Guarantee Facility, if an Enforcement Event has occurred, if there are three (3) or more Lenders at that time.

"**Management Partnership**" means IBI Group Management Partnership (formerly called IBI Group), existing as of the date hereof as a limited partnership formed under the laws of the Province of Ontario.

"Material" means material in relation to the business, operations, affairs, properties, prospects, revenues, assets, liabilities (including contingent liabilities), obligations, capitalization, results of operations (financial or otherwise), cash flows or condition (financial or otherwise) of the Borrower and its Subsidiaries and material joint ventures, on a consolidated basis, the ability of any Security Provider to duly observe and perform its Secured Obligations or any Security. Any loss and expense exceeding the Threshold Amount is Material.

"**Material Adverse Change**" means any circumstance, occurrence, fact, condition (financial or otherwise), change (including a change in Applicable Law, event, development or effect (whether or not foreseeable or known as of the date hereof, but excluding any circumstance, occurrence, fact, condition, change, event, development or fact, the financial consequences of which are fully covered by insurance)) that, individually or in the aggregate, in the Required Lenders' reasonable judgment, has, or could reasonably be expected to have, a Material Adverse Effect.

"**Material Adverse Effect**" means (i) a material adverse effect on the business, operations, affairs, properties, prospects, revenues, assets, liabilities (including contingent liabilities), obligations (whether absolute, accrued, conditional or otherwise), capitalization, results of operations (financial or otherwise), cash flows or condition (financial or otherwise) of the Borrower and its Subsidiaries and material joint ventures, on a consolidated basis, (ii) any impairment of the IBI Consolidated Group's ability to perform all Loan Obligations or (iii) any prejudice to, restriction on or rendering unenforceable or ineffective, any Guarantee or Security or any of the rights intended or purported to be granted under or pursuant to any Loan Document by any Security Provider to or for the benefit of the Senior Lenders.

"**Material IP License**" means any IP License that requires payments by or to any IBI Consolidated Group Member of more than the Threshold Amount per annum or is otherwise designated as a "Material IP License" by the Required Lenders.

"**Material Intellectual Property Rights**" means any item of Intellectual Property Rights that generates revenues to the IBI Consolidated Group of more than the Threshold Amount per annum or is otherwise designated as "Material Intellectual Property Rights" by the Required Lenders.

"**Modified Following Business Day Convention**" means the convention for adjusting any relevant date if it would otherwise fall on a day that is not a Business Day so that such relevant date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that relevant date will be the first preceding day that is a Business Day.

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

"**Net Acceptance Proceeds**" means the cash proceeds realized on the issuance and sale of an Acceptance pursuant to this Agreement after deduction of the Stamping Fee.

"**Net Income**" for any period means the net income (loss) of a person and its consolidated Subsidiaries determined for such period on a consolidated basis in accordance with GAAP.

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

“Non-Acceptance Lender” is used with the defined meaning assigned in Section 6.9.

“**Non-US Employee Benefit Plan**” means any employee benefit plan as defined in Section 3(3) of ERISA which is maintained or contributed to for the benefit of the employees or former employees of any IBI Consolidated Group Member or any employee benefit plan in relation to which any IBI Consolidated Group Member has a liability or potential liability, but which is not covered by ERISA pursuant to Section 4(b)(4) of ERISA.

“**Non-US Pension Plan**” means any Non-US Employee Benefit Plan which is a pension plan as defined in Section 3(2) of ERISA but which is not covered by ERISA pursuant to Section 4(b)(4) of ERISA and which under applicable local law is required to be funded through a trust or other funding vehicle other than a trust or funding vehicle maintained by a governmental authority and includes 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 IBI Consolidated Group Member.

“**OFAC**” is used with the defined meaning assigned to it in Subsection 13.1.29(a).

“**OFAC Laws and Regulations**” is used with the defined meaning assigned to it in Subsection 13.1.29(a).

“**Order**” means any order, directive, direction or request of any governmental authority, arbitrator or other decision-making authority of competent jurisdiction.

“Participant” is used with the defined meaning assigned in Subsection 17.10.3.

“**PBGC**” means the United States Pension Benefit Guaranty Corporation and any person succeeding to the functions thereof.

“**PEIL**” means Planning & Engineering Initiatives Limited, existing as of the date hereof as a corporation amalgamated under the laws of the Province of Ontario.

“**Period End Date**” means the last day of an Interest Period of a Libor Loan or of the Tenor of an issue of Acceptances, as the context requires.

“**Permitted Acquisition**” means an Acquisition which is permitted to be made pursuant to Subsection 14.2.9(c).

“**Permitted Debt**” means Debt permitted to exist pursuant to Subsection 14.2.1.

“**Permitted Distribution**” means a Distribution permitted to be made by an IBI Consolidated Group Member pursuant to Subsection 14.2.10.

“**Permitted Investment**” means an Investment permitted to be made by an IBI Consolidated Group Member pursuant to Subsection 14.2.9.

"**Permitted Liens**" means a Lien permitted to exist pursuant to Subsection 14.2.5.

"**Plan**" means an employee benefit plan defined in Section 3(3) of ERISA in respect of which any IBI Consolidated Group Member or any ERISA Affiliate is, or within the immediately preceding six (6) years was, an "employer" as defined in Section 3(5) of ERISA.

"**Preferred Shares**" means Capital Stock of a specified person (i) that may be redeemed by that person, (ii) that is retractable at the option of the holder or (iii) which that person or any Affiliate of it may be required to purchase or otherwise acquire; in each case, before or within 12 months after the last Relevant Maturity Date.

"**Prospectus**" means the short form prospectus dated September 13, 2007 for the IBI Income Fund, including all documents incorporated by reference therein.

"**Purchase Agreement**" is used with the defined meaning assigned to it in the Prospectus.

"**Quotation Date**" in relation to any period for which an interest or discount rate is to be determined hereunder means (i) if the rate is the BA Reference Rate or CDOR, the first day of that period, or (ii) if the rate is LIBOR, two (2) London Banking Days before the first day of that period, unless market practice changes in the London interbank market, in which case the Quotation Date will be determined by the Agent in accordance with market practice in the London interbank market (and if quotations would normally be given by leading banks in the London interbank market on more than one day, the Quotation Date will be the last of those days).

"Rateable Share" of any Lender at any time means (i) in relation to any outstanding Advance, or any interest 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 Revolver Facility, any Borrowing to be made thereunder, or any Fees payable in relation thereto, the proportion borne by such Lender's Revolver Commitment to the Total Revolver Commitment, (iii) in relation to the Bridge Facility, any Borrowing to be made thereunder, or any Fees payable in relation thereto, the proportion borne by such Lender's Bridge Commitment to the Total Bridge Commitment, (iv) in relation to the Term Facility, any Borrowing to be made thereunder, or any Fees payable in relation thereto, the proportion borne by such Lender's Term Commitment to the Total Term Commitment and (v) in relation to Sections 16.14, 16.24 and 16.28 or any other matter not referred to in Clauses (i) to (iv) inclusive of this definition, the proportion borne by (A) the sum of all such Lender's Commitments under the Revolver Facility, the Swing Line, the Bridge Facility and the Term Facility plus the Credit Amount of all outstanding Advances under the Bid Bond Guarantee Facility owing to such Lender (if any) to (B) the sum of the Total Commitment plus the Credit Amount of all outstanding Advances under the Bid Bond Guarantee Facility; in the case of Clauses (ii) to (v) inclusive determined (1) at such time unless an Enforcement Event has occurred or (2) immediately before an Enforcement Event has occurred if one has occurred and it has not been waived by the Required Lenders.

"Reference Lender" means TD (or any Affiliate designated by TD) acting in its capacity as reference lender in relation to the Credit Facilities, or (as the context requires) any replacement for such reference lender appointed pursuant to Subsection 16.17.4.

"Regulation U" means Regulation U of the Board of Governors of the US Federal Reserve System as from time to time in effect.

"Regulation X" means Regulation X of the Board of Governors of the US Federal Reserve System as from time to time in effect.

"**Related Person**" means any person (i) that is an Affiliate of the Borrower, (ii) that beneficially owns or Controls ten percent (10%) or more of the Voting Capital Stock, on an undiluted or a fully diluted basis, of the Borrower, (iii) of which ten percent (10%) or more of the Voting Capital Stock, on an undiluted basis or a fully diluted basis, is beneficially owned or Controlled by the Borrower or (iv) that is a Responsible Officer or director of the Borrower or 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 Responsible Officer or director.

"Relevant Facility" means the Revolver Facility, Swing Line, Bid Bond Guarantee Facility, Bridge Facility or Term Facility, as the context requires.

"Relevant Lenders" in relation to any Borrowing means the Lender or Lenders that made, are deemed to have made or are to make (as the context requires) that Borrowing available under this Agreement.

"Relevant Maturity Date" means the Revolver Maturity Date, Swing Line Maturity Date, Bid Bond Guarantee Maturity Date, Bridge Maturity Date or Term Maturity Date, as the context requires.

"**Relevant Syndicated Facility**" means the Revolver Facility, Bridge Facility or Term Facility, as the context requires.

"**Relevant Total Commitment**" means the Total Revolver Commitment, Swing Line Commitment, Total Bridge Commitment or Total Term Commitment, as the context requires.

"**Remaining Acquisition Payments**" means the payments from time to time required to be paid by the Borrower pursuant to Acquisitions.

"**Rents**" means amounts (or Equivalent in Canadian Dollars) payable under operating leases, Lease Equivalents or other agreements governing the right to use property of another which do not constitute Debt.

“Repayment Notice” means a duly completed and signed notice from the Borrower in the form of Schedule 4 (or in such other form to substantially similar effect as the Agent may accept).

“**Reportable Event**” means the occurrence of any of the events described in Section 4043(c) of ERISA.

“**Required Lenders**” means the Majority Lenders, except for those matters specified in Subsections 16.20.2 and 16.20.3, in which case it means those Senior Lenders stipulated in those Subsections.

“Responsible Officer” means the president, chief executive officer, chief operating officer, chief financial officer, treasurer or other executive officer of any Security Provider, including directors, associate directors and associates, with responsibility for the administration of this Agreement or any other Loan Document to which such Security Provider is party.

“Revolver Commitment” of any Revolver Lender means the maximum portion of the Revolver Facility which such Revolver Lender has agreed to make available to the Borrower as set out opposite its name under the “Revolver Commitment” column in Schedule 1, or as set forth in any Loan Transfer Agreement, as such amount may be changed from time to time pursuant to the provisions of this Agreement.

“Revolver Facility” means the committed revolving operating term credit facility established by the Revolver Lenders in favour of the Borrower under Section 2.1.

“Revolver Lender” means a Lender that has agreed to make available to the Borrower a portion of the Revolver Facility under this Agreement.

“**Revolver Maturity Date**” means December 31, 2009, or if such date is not a Business Day, the preceding Business Day.

“Rollover” means (i) the continuation on the Period End Date of an outstanding Libor Loan (or a portion thereof) for another Interest Period or (ii) a new issue of Acceptances issued on the Period End Date of an outstanding issue of Acceptances in an aggregate face amount equal to the Credit Amount of such maturing outstanding issue of Acceptances (or a portion thereof).

“**Rollover Date**” means a Business Day on which a Rollover of all or a portion of a Libor Loan or an issue of Acceptances takes place.

“Screen Rate” means (i) in relation to CDOR, the average (rounded up, if necessary, to be expressed to three (3) decimal places) of the Canadian Interbank Bid BA Rates for Canadian dollar denominated bankers’ acceptances, (ii) in relation to the Federal Funds Rate, the overnight US Dollar Federal funds rate arranged by US Dollar Federal funds dealers and (iii) in relation to LIBOR, the British Bankers’ Association Interest Settlement Rate for US Dollars; in each case for the relevant period or day displayed on the appropriate page of the Reuters service. If the agreed page is replaced or service ceases to be available, the Agent may specify another page or service displaying the appropriate rate after consultation with the Borrower and the Lenders.

“Secured Documents” at any time means the Loan Documents, the Cash Management Agreements and the Treasury Agreements in effect at that time.

“**Secured Group Member**” means the Borrower and each Subsidiary of the Borrower that has granted the guarantees and Liens in favour of the Lender contemplated by Article 12.

“Secured Obligations” in relation to any Security Provider means its Loan Obligations, Cash Management Obligations and Treasury Obligations, and any item or part of any thereof.

“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 documents delivered or required to be delivered (as the case may be) pursuant to this Agreement to or for the benefit of the Senior Lenders at or before such time to secure or guarantee, directly or indirectly, the payment or performance of any of the Secured Obligations.

“**Security Provider**” means the Borrower or a Guarantor.

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

“**Sodem**” means Sodem Inc., existing as at the date hereof as a corporation incorporated under the laws of the Province of Quebec.

“**Sodem Holdco**” means 9120-8272 Quebec Inc. existing as at the date hereof as a corporation incorporated under the laws of the Province of Quebec.

“**Software**” means all computer programs and databases owned by or licensed to any IBI Consolidated 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.

“Solvent” when used with respect to a person means (i) if that person is formed under the laws of Canada or any province thereof, that (A) such person is not for any reason unable to meet its obligations as they generally become due, (B) such person has not ceased paying its current obligations in the ordinary course of business as they generally become due and (C) the aggregate property of such person 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 or (ii) if that person is formed under the laws of any foreign jurisdiction, that (A) the fair saleable value of the assets of such person 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 prepared in accordance with GAAP and whether direct or indirect, fixed or contingent, secured or unsecured, disputed or undisputed), (B) such person is able to pay its debts or obligations in the ordinary course as they mature and (C) in relation to any person 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 person's unreasonably small capital (or equivalent or like criteria), such person 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 definition (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.

"Stamping Fee" means the stamping fee payable to a Lender on an Acceptance at the time that Acceptance is issued, calculated and payable in the manner provided for in Section 6.5.

"Standby Instrument" means a documentary or trade letter of credit, a bank guarantee or a standby (within the meaning attributed thereto under the ICC Rules) issued by a Lender pursuant to this Agreement.

"Standby Instrument Disbursement" means an Advance deemed to be made by an Issuing Bank pursuant to Subsection 8.2.4.

"Standby Instrument Fees" means the fees payable pursuant to Section 8.6 in respect of Standby Instruments.

"Statutory Prior Claims" means claims for unpaid wages, vacation pay, worker's compensation, unemployment insurance premiums, pension plan contributions, employee or non-resident withholding tax source deductions, realty taxes (including utility charges and business taxes which are collectable like realty taxes), unremitted goods and services taxes, provincial sales taxes, customs duties or similar statutory obligations secured by a Lien on the assets of any IBI Consolidated Group Member or Security Provider ranking prior to or *pari passu* with the Security.

"**Subordinated Debt**" means any Debt of any IBI Consolidated Group Member which is (i) subordinated and postponed to the prior payment in full of the Secured Obligations in a manner satisfactory in form and substance to the Required Lenders and (ii) unsecured unless the Required Lenders otherwise agree.

"**Subsidiary**" of any person (the "relevant party") at any time means and includes (i) any person that is Controlled by the relevant party and 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 other person (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 GAAP and (B) that is Controlled by the relevant party. A person 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 the Borrower.

"Swing Line" means the revolving operating term credit facility established by the Swing Line Lender in favour of the Borrower under Section 3.1.

"Swing Line Advance" means an Advance to the Borrower made pursuant to the Swing Line.

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

"**Swing Line Lender**" means (i) TD acting in its capacity as swing line lender under the Swing Line and (ii) each immediate and subsequent Transferee of TD relative to its rights and obligations under the Swing Line.

"**Swing Line Maturity Date**" means the earlier of (i) the date the Swing Line is cancelled pursuant to Subsection 3.4.1 and (ii) the Revolver Maturity Date.

"**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".

"**Tax**" or **"Taxes**" means all taxes of any kind or nature whatsoever, including income taxes, capital taxes, levies, imposts, transfer taxes, stamp taxes, documentary taxes, royalties, duties, charges to taxes, value added taxes, goods and services taxes, sales taxes, business transfer taxes, excise taxes, property taxes, and all fees, deductions, withholdings and charges, imposed, levied, collected, withheld or assessed by any authority of or within any jurisdiction whatsoever having power to tax, together with penalties, fines, additions to tax and interest thereon.

"TD" means The Toronto-Dominion Bank.

"Tenor" for any Advance by way of Acceptances means the period of one (1), two (2), three (3) or six (6) months, as selected by the Borrower in a Borrowing Request commencing on (and including) the Borrowing Date of such Advance; provided that any Tenor that would otherwise end on a day which is not a Business Day shall be extended or shortened in accordance with the Modified Following Business Day Convention.

"Term Commitment" of any Term Lender means the maximum portion of the Term Facility which such Term Lender has agreed to make available to the Borrower as set out opposite its name under the "Term Commitment" column in Schedule 1, or as set forth in any Loan Transfer Agreement, as such amount may be changed from time to time pursuant to the provisions of this Agreement.

"Term Facility" means the committed non-revolving term loan facility established by the Term Lenders in favour of the Borrower under Section 2.3.

"Term Lender" means a Lender that has agreed to make available to the Borrower a portion of the Term Facility under this Agreement.

"**Term Maturity Date**" means June 30, 2011 or, if such date is not a Business Day, the preceding Business Day.

"Termination Event" means (i) a Reportable Event with respect to any Benefit Plan; (ii) the withdrawal of the Borrower or any ERISA Affiliate from a Benefit Plan during a plan year in which the Borrower or such ERISA Affiliate was a "substantial employer" as defined in Section 4001(a)(2) of ERISA; (iii) the imposition of an obligation on the Borrower or any ERISA Affiliate under Section 4041 of ERISA to provide affected parties written notice of intent to terminate a Benefit Plan in a distress termination described in Section 4041(c) of ERISA or, with respect to any Non-US Pension Plan, written notice to the trustees or fiduciaries of, or members in, such plan, or to a governmental authority of an intent to terminate such Non-US Pension Plan; (iv) the institution by the PBGC or any similar governmental authority of proceedings to terminate a Benefit Plan or any Non-US Pension Plan; (v) any event or condition which could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Benefit Plan; (vi) a governmental authority shall appoint or institute proceedings to appoint a receiver to administer or wind up any Non-US Pension Plan; or (vii) the partial or complete withdrawal of the Borrower or any ERISA Affiliate from a Multiemployer Plan or of any IBI Consolidated Group Member from any Non-US Pension Plan.

"**Test Period**" at any time means the period of four (4) consecutive Fiscal Quarters which has most recently ended.

"**Threshold Amount**" at any time means CAD3,000,000 (or the Equivalent in foreign currency).

"**Total Bridge Commitment**" means the total sum of the Bridge Commitments of the Lenders.

"Total Commitment" means the total sum of all the Commitments of the Lenders.

"**Total Debt**" at any time means the amount equal to the total sum (without duplication) of all Debt of the Borrower at that time determined on a consolidated basis in accordance with GAAP, excluding, however, (i) Subordinated Debt, (ii) contingent (but not actual) Debt under the AXA Performance Bond Documents, and (iii) contingent (but not actual) Debt of any IBI Consolidated Group Member to Export Development Canada incurred in respect of any performance bond issued by Export Development Canada if that performance bond is the subject matter of an EDC Indemnity. Notwithstanding the foregoing, "Total Debt" shall include each amount actually claimed by Export Development Canada under an EDC Indemnity as and from the date such claim is made.

"Total Exposure" of a Lender at any time means the total amount of the Secured Obligations owing to that Lender at that time determined by that Lender and approved by the Agent. For this purpose, (i) the total amount of the Loan Obligations of each Lender shall be determined by the Agent in accordance with the provisions of this Agreement, (ii) the total amount of the Cash Management Obligations shall be determined as the amount certified by that Lender to be the net amount owing to that Lender under all Cash Management Agreements to which that Lender is party and (iii) the total amount of the Treasury Obligations shall be determined as the amount certified by that Lender to be the sum of the Derivative Exposures (adding Out-of-the-Money Derivative Exposures and subtracting In-the-Money Derivative Exposures) under all Treasury Agreements permitted by Section 14.2.15 to which that Lender and each Security Provider are party.

"Total Revolver Commitment" means the total sum of the Revolver Commitments of the Lenders.

"Total Tangible Assets" at any time means the amount equal to the value of the total assets of the Borrower less the value of all items classified in the Borrower's consolidated balance sheet as "goodwill" or "general intangibles" of the Borrower, as such values would be expressed in the consolidated balance sheet of the Borrower prepared as at the time in accordance with GAAP.

"**Total Term Commitment**" means the total sum of the Term Commitments of the Lenders.

“**Transferee**” is used with the defined meaning assigned to it in Subsection 17.10.4.

“Treasury Agreement” means a Derivative which is entered into by the Borrower or any of its Subsidiaries with a Senior Lender to pay or hedge the actual or anticipated foreign currency and/or interest rate obligations or anticipated receipts of the Borrower or any of its Subsidiaries.

“Treasury Obligations” means the Debt and other obligations of the Borrower and each of its Subsidiaries owing to each Senior Lender arising under, pursuant to or otherwise in respect of each Treasury Agreement, including any Guarantee thereof or otherwise, and any item or part of any thereof.

“**Type**” means, with respect to any Advance, other than a Standby Instrument, its form as a Canadian Prime Rate Loan, Libor Loan, US Base Rate Loan or an issue of Acceptances.

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

“**Unperfected Bank Account**” is used with the defined meaning assigned to it in Subsection 14.2.22.

“Unrelated Party” means any person that deals at arm’s length with the Borrower and is not a Related Person.

“**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 Agent (rounded up, if necessary to be expressed to two (2) decimal places, to the nearest 1/100th of 1%) to be the greatest of (i) the rate of interest which the Reference Lender 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 its equivalent or analogous such rate), (ii) the sum of (A) the yearly rate of interest to which the Federal Funds Rate is equivalent plus (B) two percent (2.0%) or (iii) LIBOR for a one month Interest Period commencing on that day (or the preceding London Banking Day if such day is not a London Banking Day) plus the Applicable Margin for Libor Loans.

“**US Base Rate Loan**” means an Advance by way of loan in United States Dollars under a Credit Facility 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 Bankruptcy Code**” means Title 11 of the United State Code (11 U.S.C. §§ 101 et. seq.).

“**US Publicly Traded Entity**” means a person (other than an individual) whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such a person.

"**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.

"**Voting Capital Stock**" means Capital Stock of a person that is a corporation or other artificial legal or commercial entity which carries voting rights or the right to Control such person 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. Unless otherwise expressly provided, all references herein to a "Wholly-Owned Subsidiary" shall mean a Wholly-Owned Subsidiary of the Borrower.

"**Y+W**" means Y+W Inc., existing as of the date hereof as a corporation amalgamated under the laws of the Province of Ontario.

"$" 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:

"**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.

"**arm's length**" – the meaning attributed thereto under the *Income Tax Act* (Canada).

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

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, supplement, extend, renew, compromise, novate, replace, terminate, 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, license 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).

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

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 or (iv) the government of a foreign country or any political subdivision of it.

a **“governmental authority”** **–** any court, administrative tribunal, regulatory authority, 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 Debt, other 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.

"**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.

"knowledge" of any person - to the best of that person's knowledge, information and belief after reasonable enquiry.

"**losses and expenses**" - losses, costs, expenses, damages, penalties, awards, Orders, 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.

"paid in full" and "**repaid in full**" in relation to any payment obligation owing to any person (the "obligee") - permanent, indefeasible and irrevocable payment in cash (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 obligee 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 bankruptcy, insolvency, fraudulent conveyance, assignment, preference 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 obligee to lend or otherwise extend credit.

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, trustee-in-bankruptcy, administrator, administrative receiver and any other like or similar official.

"**register**" - register, file or record with an applicable governmental authority.

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

"**written**" and "**in writing**" - an original writing, a pdf or facsimile copy of a writing or an e-mail.

1.3 References to Agreements

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) 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 the time in question; provided that (a) no change to this Agreement shall be effective unless it is made in compliance with Section 17.17 and (b) any change to any agreement or document which is not made in compliance with the Loan Documents shall be disregarded for the purposes of determining whether or not the Security Provider party thereto is in compliance with its obligations relative thereto under the Loan Documents (save for any obligations not to change such agreement or document contained in any Loan Document).

1.4 Reference 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 any Canadian or foreign jurisdiction (including any political subdivision of any 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 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, Schedule, paragraph, subparagraph, Clause 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 or given extended meanings) 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.

1.7 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference means (a) generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, including (to the extent applicable) those set out in the Handbook of the Canadian Institute of Chartered Accountants or (b) IFRS if the Borrower adopts IFRS. 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 such generally accepted accounting principles applied on a consistent basis; provided, however, that if any changes in accounting principles from those used in the preparation of the audited financial statements of the Borrower dated December 31, 2007 ("**Historic GAAP**") occur by reason of any change in the rules, regulations, pronouncements, opinions or other requirements of the Canadian Institute of Chartered Accountants (or any successor thereto or agency with similar function), or the adoption by the Borrower of IFRS, and such change in accounting principles results in a change in the method or results of calculation of financial covenants or the terms related thereto contained in this Agreement, the Borrower shall, at its option, either (a) furnish to the Agent, together with each delivery of the consolidated financial statements of the Borrower and its Subsidiaries required to be delivered pursuant to Subsection 14.1.6, a written reconciliation setting forth the differences that would have resulted if such financial statements had been prepared utilizing Historic GAAP (in which case the method and calculation of financial covenants and the terms related thereto hereunder shall continue to be determined in accordance with Historic GAAP) or (b) agree with the Required Lenders to amend such financial covenants or terms in such manner as the Required Lenders shall require in order to reflect fairly such changes so that the criteria for evaluating the financial condition of the Borrower and its Subsidiaries shall be the same in commercial effect after, as well as before, such changes are made (in which case the method and calculation of financial covenants and the terms related thereto hereunder shall be determined in the manner so agreed).

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 dollar amounts expressed in Canadian Dollars or US Dollars determined pursuant to this Agreement shall be rounded up, if necessary to be expressed in a whole number of cents, to the nearest cent and (b) all financial ratios required to be determined hereunder shall be truncated after five (5) decimal places without rounding.

ARTICLE 2
THE RELEVANT SYNDICATED FACILITIES

2.1 Establishment of Revolver Facility

Upon and subject to the terms and conditions of this Agreement, the Revolver Lenders hereby establish a committed revolving term credit facility in the amount equal to the Total Revolver Commitment in favour of the Borrower (a) to repay existing Debt to TD, (b) for working capital purposes, (c) to normalize distributions to holders of Class A Units and Class B Units and (d) to finance the payment by the Borrower of the Remaining Acquisition Payments; provided that the Revolver Facility may not be used to finance an Acquisition unless the Required Lenders otherwise consent. Each Revolver Lender severally (and not jointly) agrees, subject to Article 11, to make its share available in each Borrowing to be made under the Revolver Facility in accordance with its Rateable Share of the Revolver Facility.

2.2 Establishment of Bridge Facility

Upon and subject to the terms and conditions of this Agreement, the Bridge Lenders hereby establish a committed revolving term credit facility in the amount equal to the Total Bridge Commitment in favour of the Borrower (a) to repay existing Debt to TD, (b) to finance the payment by the Borrower of the Remaining Acquisition Payments and (c) to finance any Acquisition, excluding (unless the Required Lenders otherwise consent) the financing of any Hostile Take-Over Bid. Each Bridge Lender severally (and not jointly) agrees, subject to Article 11, to make its share available in each Borrowing to be made under the Bridge Facility in accordance with its Rateable Share of the Bridge Facility.

2.3 Establishment of Term Facility

Upon and subject to the terms and conditions of this Agreement, the Term Lenders hereby establish a committed revolving term credit facility in the amount equal to the Total Term Commitment in favour of the Borrower (a) to repay existing Debt to TD, (b) to finance the payment by the Borrower of the Remaining Acquisition Payments and (c) to finance any Acquisition, excluding (unless the Required Lenders otherwise consent) the financing of any Hostile Take-Over Bid. Each Term Lender severally (and not jointly) agrees, subject to Article 11, to make its share available in each Borrowing to be made under the Term Facility in accordance with its Rateable Share of the Term Facility.

2.4 Relevant Syndicated Facility Limit

2.4.1 *General*. On each Borrowing Date under each Relevant Syndicated Facility, the Borrower shall ensure that the total Credit Amount of all Advances outstanding under that Relevant Syndicated Facility does not exceed the Relevant Total Commitment.

2.4.2 *Facility Limit*. Subject to Subsection 10.6.1, except for temporary excesses arising from foreign exchange fluctuations, the Borrower shall ensure that the aggregate Credit Amount of all Advances outstanding under each Relevant Syndicated Facility shall not, at any time, exceed the Relevant Total Commitment at any time.

2.5 Availability

During the Availability Period for each Relevant Syndicated Facility, the Borrower may borrow, repay and reborrow Advances thereunder on a revolving basis by way of Loans and issues of Acceptances. In addition, the Borrower may borrow by way of Standby Instruments under the Revolver Facility in accordance with the provisions of Article 8.

ARTICLE 3
THE SWING LINE

3.1 Establishment of the Swing Line

Upon and subject to the terms and conditions of this Agreement, the Swing Line Lender hereby establishes a revolving term credit facility in the amount of the Swing Line Commitment in favour of the Borrower for the same purposes as apply to the Revolver Facility.

3.2 Availability

During the Availability Period for the Swing Line, the Borrower may borrow, repay and reborrow Advances under the Swing Line on a revolving basis by way of Floating Rate Loans. In addition, the Borrower may borrow by way of Standby Instruments under the Swing Line in accordance with the provisions of Article 8.

3.3 Swing Line Commitment

Subject to Subsection 10.6.2, except for temporary excesses arising from foreign exchange fluctuations, the Borrower shall ensure that the aggregate Credit Amount of all Advances outstanding under the Swing Line does not exceed the Swing Line Commitment at any time.

3.4 Adjustments on Termination of the Swing Line

3.4.1 *Adjustments and Assignments*. The Swing Line Lender may at any time, if a Default has occurred and is continuing, or on 10 Business Days prior written notice to the Borrower, if no Default has occurred that is continuing, cancel the Swing Line by notice to the Agent and the Borrower. If the Agent cancels the Revolver Facility in whole or in part pursuant to Section 15.2, the Agent shall, unless the Required Lenders and the Swing Line Lender agree otherwise, also simultaneously cancel the Swing Line Commitment in its entirety. If the Swing Line is cancelled:

(a) the Swing Line Commitment shall reduce to nil;

(b) the Swing Line Lender shall (if not already a Revolver Lender) become a Revolver Lender with a Commitment thereunder equal to the amount (or if already a Revolver Lender, its Commitment in respect of the Revolver Facility shall be increased by the amount) of the Swing Line Commitment in effect before it was reduced to nil pursuant to Clause (a) above;

(c) the Agent will determine the amount of adjusting payments that may need to be made amongst the Revolver Lenders (including the Swing Line Lender) to ensure that their respective shares in outstanding Advances under the Revolver Facility (which shall be deemed to include any outstanding Standby Instruments under the Swing Line) equal their respective Rateable Shares of the Revolver Facility;

(d) each of the Revolver Lenders (including, if applicable, the Swing Line Lender) shall advance to the Agent the amount of any adjusting payment required of it determined pursuant to Clause (c) above;

(e) the Agent shall, upon receipt from the Revolver Lenders (including the Swing Line Lender) advance to each applicable Revolver Lender (including, if applicable, the Swing Line Lender) the amount of any adjusting payment required to be paid to such Revolver Lender as determined pursuant to Clause (c) above; and

(f) the Borrower shall be obliged to repay outstanding Advances under the Revolver Facility in accordance with the provisions of this Agreement in the Rateable Shares amongst the Revolver Lenders as adjusted pursuant to this Subsection 3.4.1.

ARTICLE 4
BID BOND GUARANTEE FACILITY

4.1 Establishment of Bid Bond Guarantee Facility

Upon and subject to the terms and conditions of this Agreement, the Bid Bond Guarantee Lender hereby establishes an uncommitted Standby Instrument facility in the amount equal to the Bid Bond Guarantee Limit in favour of the Borrower to issue Standby Instruments to international customers of the IBI Consolidated Group in satisfaction of bid bond guarantee requirements relative to the international business of the IBI Consolidated Group.

4.2 Facility Limit

The initial Bid Bond Guarantee Limit is USD20,000,000. Subject to Subsection 10.6.3, the aggregate Credit Amount of all Standby Instruments under the Bid Bond Guarantee Facility shall not, at any time, exceed the Bid Bond Guarantee Limit.

4.3 Availability

During the Availability Period for the Bid Bond Guarantee Facility, the Borrower may borrow Advances under the Bid Bond Guarantee Facility on a revolving basis by way of issues of Standby Instruments in accordance with the provisions of Article 8.

ARTICLE 5
DRAWDOWN PROCEDURE

5.1 Drawdown under a Relevant Syndicated Facility

The Borrower must deliver a Borrowing Request to the Agent to obtain a Drawdown under a Relevant Syndicated Facility at the times and stipulating the information specified below:

(a) for a Floating Rate Loan, before 10:00 a.m. on the Business Day before the proposed Drawdown Date specifying the principal amount (which must be at least $500,000) and the proposed Drawdown Date (which must be a Business Day falling within the Availability Period for the Revolver Facility);

(b) for a Libor Loan, before 10:00 a.m. on the Business Day before the Quotation Date for the Interest Period commencing on the proposed Drawdown Date specifying the principal amount (which must be USD500,000, or a whole number multiple of USD100,000 in excess thereof) and the proposed Interest Period (which must commence within the Availability Period for the Relevant Syndicated Facility);

(c) for an issue of Acceptances, before 10:00 a.m. on the second Business Day before the commencement of the Tenor for such issue of Acceptances specifying the proposed Drawdown Date (which must be a Business Day falling within the Availability Period for the Relevant Syndicated Facility) and otherwise as required in accordance with Article 6; and

(d) for the issuance of a Standby Instrument, as required in accordance with Article 8.

The proceeds of each Drawdown by way of Loan under a Relevant Syndicated Facility when received by the Agent, shall, subject to Section 10.9, Subsection 16.22.7 and Article 11, be advanced by the Agent to the Borrower by bank transfer to the credit of the account designated in the corresponding Borrowing Request. The proceeds from the sale of Acceptances will be dealt with in accordance with Article 6 and Article 7.

5.2 Drawdown under the Swing Line

5.2.1 *Overdraft Basis*. If the Borrower maintains current accounts with the Swing Line Lender, each Advance (other than a Standby Instrument) under the Swing Line shall be made by the Swing Line Lender on an overdraft basis by honouring cheques and other payment orders drawn by the Borrower on the Borrower's Account. 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) or a US Base Rate Loan (to the extent such debit balance is denominated in US Dollars).

5.2.2 *Drawdown Requests*. If the Borrower does not maintain current accounts with the Swing Line Lender, to obtain a Drawdown under the Swing Line the Borrower must request the Swing Line Lender for that Drawdown before 11:00 a.m. (Toronto time) on the proposed Drawdown Date specifying the principal amount and proposed Drawdown Date (which must be a Business Day falling within the Availability Period for the Swing Line). Subject to Article 11, the Swing Line Lender shall advance each Drawdown to the Borrower pursuant to this Subsection 5.2.1 by bank transfer to the credit of the account designated in the Borrowing Request.

5.2.3 *Verbal Instructions*. The Borrower authorizes the Swing Line Lender to make each Drawdown and transfer funds based on notice by telephone made by any individual that the Swing Line Lender in good faith believes to be acting on behalf of the Borrower, it being understood that the foregoing authorization is specifically intended to allow the Borrower to request a Drawdown under the Swing Line by telephone. The Borrower agrees to deliver promptly to the Swing Line Lender a written confirmation of each Drawdown or other funds transfer request signed by a Responsible Officer of the Borrower. If the written confirmation differs in any material respect from the action taken by the Swing Line Lender, the records of the Swing Line Lender shall govern absent manifest error.

5.3 Drawdown under the Bid Bond Guarantee Facility

The Borrower must deliver a Borrowing Request to the Bid Bond Guarantee Lender to obtain a Drawdown under the Bid Bond Guarantee Facility at the times and including the information stipulated in Section 8.1.

ARTICLE 6
BANKERS' ACCEPTANCES UNDER A RELEVANT SYNDICATED FACILITY

6.1 Notice and Tenor

Subject to Section 7.6, the Borrower may deliver a Borrowing Request to the Agent (which (unless the Agent otherwise agrees) must be received by the Agent before 10:00 a.m. on the second Business Day before the commencement of the Tenor requested in the Borrowing Request to be effective) requesting that Drafts be accepted under a Relevant Syndicated Facility on any proposed Borrowing Date and stating the aggregate face amount and the Tenor applicable to such Drafts. The Tenor of such Drafts must be a period of one (1), two (2), three (3) or six (6) months which must expire on or before the Relevant Maturity Date. The Agent shall have the discretion to restrict the term and maturity date of an issue of Acceptances.

6.2 Face Amount of Drafts

The aggregate face amount of an issue of Drafts to be accepted on any particular Borrowing Date must be CAD500,000 or a whole number multiple of CAD100,000 in excess thereof. The face amount of each Draft must be a whole number multiple of CAD100,000.

6.3 Power of Attorney

In order to facilitate issues of Acceptances pursuant to this Agreement, the Borrower authorizes each Relevant Lender under each Relevant Syndicated Facility, and for this purpose appoints each such Relevant Lender its lawful attorney with full right of substitution and delegation, to complete, sign and endorse Drafts issued in accordance with a Borrowing Request delivered to the Agent pursuant to Section 6.1 on its behalf signed manually or by mechanical signature and, once so completed, signed and endorsed, and following acceptance of them as Acceptances under this Agreement, then discount, negotiate or deliver such Acceptances in accordance with the provisions of this Article 6. Drafts so completed, signed, endorsed, negotiated or delivered on behalf of the Borrower by any such Relevant Lender shall bind the Borrower as fully and effectively as if so performed by an authorized officer of the Borrower.

6.4 Discount and Sale of Acceptances

6.4.1 *Purchase at Discount.* Subject to Sections 6.9 and 6.10 and Subsection 9.5.2, each Relevant Lender under each Relevant Syndicated Facility shall accept Drafts and purchase and take delivery of its Rateable Share under such Relevant Syndicated Facility of each issue of Acceptances for its own account on the Borrowing Date of such Acceptances at the purchase price equal to the face amount of such Acceptances less an amount equal to the amount that yields to such Relevant Lender (excluding the Stamping Fee) an interest rate per annum equal to such Relevant Lender's BA Reference Rate for the applicable Tenor of such Acceptances. Each such Relevant Lender shall be entitled to deduct from the Acceptance Proceeds derived from the purchase by it of Acceptances the Stamping Fee payable to it pursuant to Section 6.5. The Net Acceptance Proceeds for any Acceptances purchased by a Relevant Lender shall be determined in accordance with the following formula:

$$\text{Net Acceptance Proceeds} = \text{Face amount of Acceptances} \times \left(\frac{1}{1 + (\text{BA Reference Rate} \times n/365)} - (\text{AM} \times n/365) \right)$$

Where n is the number of days to elapse in the Tenor of the Acceptances, BA Reference Rate is expressed as a decimal and AM is the Applicable Margin expressed as a decimal.

6.4.2 *Payment and Advance of Net Acceptance Proceeds.* Subject to Sections 7.4 and 10.9, Subsection 16.22.7 and Article 11, each Relevant Lender under each Relevant Syndicated Facility shall remit the Net Acceptance Proceeds of its Rateable Share of each issue of Acceptances to the Agent on the Borrowing Date of that issue of Acceptances under such Relevant Syndicated Facility, respectively, in exchange for delivery of such Acceptances. Such

Net Acceptance Proceeds, when received by the Agent, shall, subject to Section 10.9 and Article 11, be advanced by the Agent by bank transfer to the credit of the account designated in the corresponding Borrowing Request.

6.4.3 *Dealings with Acceptances*. Each Relevant Lender under each Relevant Syndicated Facility may at any time and from time to time purchase, hold, sell, rediscount or otherwise dispose of any Acceptance issued by it and no such dealing shall change the Borrower's obligations under Section 6.6.

6.5 Stamping Fee

The Borrower shall pay to the Agent for the account of each Relevant Lender under each Relevant Syndicated Facility a stamping fee on the issuance under such Relevant Syndicated Facility of each Acceptance by such Relevant Lender for the account of the Borrower which shall be in an amount equal to the product of (a) the face amount of such Acceptance <u>multiplied</u> <u>by</u> (b) the actual number of days to elapse in the Tenor of such Acceptance <u>multiplied</u> <u>by</u> (c) the fraction of (i) the Applicable Margin <u>divided</u> <u>by</u> (ii) 365. The stamping fee is reflected in the computation of Net Acceptance Proceeds set out in Subsection 6.4.1 and each such Relevant Lender is authorized by the Borrower to deduct the Stamping Fee from the Acceptance Proceeds of the Acceptances accepted by it.

6.6 Payment of Acceptances

Unless made subject to a Conversion or a Rollover, the Borrower shall pay to the Agent for the account of each Relevant Lender under each Relevant Syndicated Facility the full face amount of each Acceptance accepted by that Relevant Lender under such Relevant Syndicated Facility for the account of the Borrower on the Period End Date of such Acceptance. If an issue of Acceptances matures and the Borrower has not made such payment or provided for its Conversion or Rollover, such issue of Acceptances shall be deemed to be Converted on its Period End Date into a Canadian Prime Rate Loan made available by the Relevant Lenders that accepted those Acceptances in an aggregate principal amount equal to their full aggregate face amount.

6.7 Waivers

The Borrower shall not claim from any Relevant Lender under any Relevant Syndicated Facility any days of grace for the payment at maturity of any Drafts presented and accepted by such Relevant Lender pursuant to this Agreement. In addition, the Borrower waives demand, presentment for payment, protest, noting of protest, dishonour, notice of dishonour and any other notice or defence to payment which might otherwise exist if for any reason an Acceptance is held by any such Relevant Lender in its own right at the maturity thereof.

6.8 Notice of Maturing Acceptances

The Borrower shall give the Agent, before 10:00 a.m. on the second Business Day before the Period End Date of each issue of Acceptances, a Repayment Notice or a Borrowing Request in respect of such issue of Acceptances requesting a Conversion or Rollover on such Period End Date in order to permit each Relevant Lender under the Relevant Syndicated Facility to organize its internal funding requirements to fund the payment of the face amount of its Rateable Share of such issue of Acceptances to the respective holders thereof upon or following maturity.

6.9 BA Equivalent Advances

If a Relevant Lender under a Relevant Syndicated Facility does not customarily accept Drafts for the purpose of subsequent sale as a bankers' acceptance (a **"Non-Acceptance Lender"**), each time the Borrower gives a Borrowing Request for an issue of Acceptances, such Non-Acceptance Lender shall, in lieu of accepting and purchasing Acceptances pursuant to Section 6.4, either purchase Discount Notes pursuant to Section 6.10 or make a loan advance in Canadian Dollars to the Borrower (a **"BA Equivalent Advance"**) in the amount equal to the Net Acceptance Proceeds which would be derived from a hypothetical sale of Drafts accepted by that Non-Acceptance Lender (**"Notional Acceptances"**) in the aggregate face amount equal to its Rateable Share of such requested issue of Acceptances at a discount rate that yields to that Non-Acceptance Lender (excluding the Stamping Fee) an interest rate per annum equal to that Non-Acceptance Lender's BA Reference Rate for the applicable Tenor of such Notional Acceptances. Any BA Equivalent Advance shall be repayable on the Period End Date of such issue of Acceptances. A Non-Acceptance Lender shall be entitled to deduct from the amount of its BA Equivalent Advance to be remitted to the Agent pursuant to Subsection 6.4.2 an amount equal to the Stamping Fee determined in accordance with Section 6.5 that would have been payable to it had it accepted the Notional Acceptances corresponding to the BA Equivalent Advance.

6.10 Discount Notes

A Non-Acceptance Lender may require the Borrower to issue a Discount Note to it, in lieu of a Draft, and such Non-Acceptance Lender shall, in lieu of accepting and purchasing Acceptances pursuant to Section 6.4 or making BA Equivalent Advances under Section 6.9, purchase Discount Notes upon the same terms and conditions as apply to purchases of Acceptances.

6.11 References to Acceptances

If, with respect to any Borrowing made by way of an issue of Acceptances there are Non-Acceptance Lenders that make BA Equivalent Advances or purchase Discount Notes in lieu of accepting and purchasing their respective Rateable Shares of such Acceptances, then each reference in this Agreement to (a) Acceptances comprised in that Borrowing shall be deemed to include those Discount Notes discounted and BA Equivalent Advances made, as applicable, by those Non-Acceptance Lenders, (b) the Net Acceptance Proceeds of that Borrowing or of any Acceptance comprised therein shall be deemed to include the amount of BA Equivalent Advances made and the purchase prices paid by Non-Acceptance Lenders for Discount Notes discounted by them in respect of such Borrowing, (c) the aggregate Stamping Fee in relation to that Borrowing or of any Acceptance comprised therein shall be deemed to include the equivalent fee payable to Non-Acceptance Lenders pursuant to Sections 6.9 and 6.10 in respect of their respective Rateable Shares thereof and (d) the face amount of Acceptances comprised in that Borrowing (including the Drafts so accepted) shall be deemed to include reference to the face amount of Notional Acceptances corresponding to those BA Equivalent Advances and the face amount of those Discount Notes comprised in such Borrowing; in each case with the necessary changes being made to fit the context to ensure that such Non-Acceptance Lenders are entitled to substantially the same rateable rights and benefits (in proportion to their respective Rateable Shares) as the other Relevant Lenders under each Relevant Syndicated Facility in relation to such Borrowing.

6.12 Clearing House System

The Borrower agrees that each Relevant Lender under each Relevant Syndicated Facility may require that Drafts accepted by it be made payable to a clearing house (such as CDS & Co.) and that the resulting Acceptances (including the delivery thereof) may be subject to the rules, regulations, policies and other guidelines established from time to time by the applicable clearing house and that such Relevant Lender will be required to comply with the same at all times. The Borrower hereby consents to the deposit (by or on behalf of such Relevant Lender) of any Acceptance in the book-based system maintained by a recognized clearing house, and to the sale or resale (without recourse in the case of any subsequent holder thereof) of the whole or any item or part of any interest whatsoever held by that Relevant Lender or by any third party at any time in such Acceptance. Further, the Borrower agrees to abide by, and to assist and co-operate with each Relevant Lender under each Relevant Syndicated Facility in observing, complying with and fulfilling (to the extent that such Relevant Lender may reasonably require the Borrower do so), any and all obligations, requirements and directions issued by or on behalf of an applicable clearing house with respect to Acceptances issued hereunder.

6.13 Deemed Acceptances

Whenever a Relevant Lender is required under any provision of this Agreement to purchase and take delivery of any Acceptances or Discount Notes (and where required hereunder that Required Lender remits its Net Acceptance Proceeds to the Agent), that Relevant Lender shall be deemed for all purposes of this Agreement to have completed and signed a Draft giving rise to such Acceptance pursuant to Section 6.3 and to have purchased and taken delivery of such Acceptance or Discount Note hereunder whether or not it actually does so.

ARTICLE 7
CONVERSIONS AND ROLLOVERS

7.1 Conversions

7.1.1 *Generally*. Subject to Sections 7.3 and 7.6, the Borrower may request the Lenders to Convert:

(a) at any time, a Floating Rate Loan under a Relevant Syndicated Facility or a portion thereof into a different Type of Advance available under the same Relevant Syndicated Facility;

(b) on a Period End Date, a Libor Loan under a Relevant Syndicated Facility or a portion thereof into a different Type of Advance available under the same Relevant Syndicated Facility; or

(c) on a Period End Date, an issue of Acceptances under a Relevant Syndicated Facility or a portion thereof into a different Type of Advance available under the same Relevant Syndicated Facility,

upon delivering a Borrowing Request to the Agent specifying both the amount and Type of the Advance to be Converted and the amount and Type of the requested resulting Advance.

7.1.2 *Same Currency Denomination*. If the 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 Borrower to the Relevant Lenders on such Conversion, save to the extent required by Section 7.4 if the resulting Advance is an issue of Acceptances.

7.1.3 *Different Currency Denomination*. If the Borrower has requested a Conversion of an Advance to a Type of Advance denominated in a different currency, the Borrower shall repay the Advance (or relevant portion) being Converted and, subject to the foregoing provisions of this Section 7.1 and receipt by the Agent of such repayment, the Relevant Lenders shall, subject to Section 11.2, make the Type of Advance requested on the Conversion to the Borrower on the Conversion Date in the same manner as a Drawdown.

7.1.4 *Acceptances*. If the Borrower has requested a Conversion into an issue of Acceptances, each Relevant Lender shall, except as otherwise provided in Sections 6.9 and 6.10 and subject to Section 11.2 and the foregoing provisions of this Section 7.1, accept Drafts and purchase and take delivery of its Rateable Share of the resulting issue of Acceptances for its own account on the Conversion Date in the manner provided for in Section 7.4.

7.2 Rollovers

At or before 10:00 a.m. three (3) Business Days (which is also at least three (3) London Banking Days) in the case of a Libor Loan, or two (2) Business Days, in the case of an issue of Acceptances, before the Period End Date for each Advance by way of Libor Loan or issue of Acceptances, unless the Borrower has previously delivered to the Agent a Borrowing Request requesting a Conversion in accordance with Section 7.1 or a Repayment Notice, the Borrower may, subject to Sections 7.3 and 7.6, deliver a Borrowing Request to the Agent requesting a Rollover and selecting the next Interest Period applicable to the relevant Libor Loan or Tenor applicable to the relevant issue of Acceptances, which new Interest Period or Tenor shall commence on the current Period End Date of such Advance and expire on or before the Relevant Maturity Date. Subject to the foregoing, if the Borrower requests such a Rollover, such Advance shall continue as a Libor Loan for that new Interest Period or issue of Acceptances for that new Tenor. If the Borrower fails to deliver any such request or notice to the Agent and fails to repay such Advance on the current Period End Date, then the relevant Advance shall be deemed to be Converted to a US Base Rate Loan, in the case of a Libor Loan, in the same principal amount or a Canadian Prime Rate Loan, in the case of an issue of Acceptances, in the same Credit Amount, on the current Period End Date.

7.3 Limitations on Rollovers and Conversions

The relevant provisions of this Agreement applicable to a Drawdown and availability of the same Type of Advance as the Advance which will result from a Conversion or

Rollover (as well as any portion of an Advance which is not being repaid, Converted on such Conversion Date or Rolled Over on such Rollover Date) must be satisfied to effect any Conversion or Rollover requested under this Agreement (including the applicable notice provisions contained in Section 5.1), save that (x) the Borrowing Date of the Advance resulting from the Conversion or Rollover must fall before the Relevant Maturity Date of the Relevant Syndicated Facility, (y) the Interest Period for any Libor Loan and the Tenor for any issue of Acceptances must have a Period End Date falling on or before the Relevant Maturity Date of the Relevant Syndicated Facility and (z) the Borrower must ensure that Interest Periods and Tenors are selected in a manner so that the Relevant Total Commitment is not exceeded at any time without requiring prepayment of a Libor Loan during its Interest Period or of an Acceptance during its Tenor.

7.4 Conversions to and Rollovers of Acceptances

On the Conversion Date of any Advance being Converted to an issue of Acceptances, and on the Rollover Date of any issue of Acceptances, each Relevant Lender shall accept Drafts and purchase and take delivery of its Rateable Share of the resulting issue of Acceptances for its own account in the manner provided for in Section 6.4, save that in lieu of remitting the Net Acceptance Proceeds of its Rateable Share of such resulting issue of Acceptances to the Agent on the Borrowing Date of such resulting issue of Acceptances, each such Relevant Lender shall retain such Net Acceptance Proceeds for its own account and the Borrower shall pay to the Agent for the account of each Relevant Lender on that Borrowing Date the amount by which the aggregate face amount of each Relevant Lender’s Rateable Share of such resulting issue of Acceptances exceeds such Net Acceptance Proceeds.

7.5 Not a Repayment

Neither a Rollover nor a Conversion of an Advance shall constitute a repayment or Drawdown by the Borrower, but rather shall constitute a continuation or change in the form of credit being extended by the Relevant Lenders to the Borrower. The Borrower shall repay each such 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.

7.6 Consolidations

Each Libor Advance under the same Relevant Syndicated 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 issue of Acceptances under the same Relevant Syndicated Facility that has a Tenor 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 Tenor or Interest Period, as applicable. Unless the Agent notifies the Borrower to the contrary, the maximum number of Libor Loans outstanding at any time is limited to six (6) and the maximum number of issues of Acceptances outstanding at any time is limited to seven (7).

ARTICLE 8
STANDBY INSTRUMENT PROVISIONS

8.1 Issuance

Standby Instruments may only be issued under the Revolver Facility, the Swing Line and the Bid Bond Guarantee Facility and the following provisions shall apply to their issuance:

(a) A Standby Instrument may be requested by the Borrower to be issued by the Issuing Bank in Canadian Dollars or US Dollars or, with the prior consent of the Issuing Bank, any other currency.

(b) Standby Instruments with an initial Credit Amount of less than CAD500,000 may not be issued under the Revolver Facility, unless the Agent otherwise consents. Following the occurrence of a Default, the Issuing Bank shall also have the right, in its sole discretion, to renew or extend the expiry date of any Standby Instrument.

(c) The Borrower may not, without the consent of the Issuing Bank, request the issuance of any Standby Instrument (i) if the aggregate Credit Amount of all Advances under the Relevant Facility would, after the issuance of the Standby Instrument in question, exceed the Relevant Total Commitment or the Bid Bond Guarantee Limit, as the case may be, or (ii) having a term which expires (A) beyond the Relevant Maturity Date or (B) in the case of the Revolver Facility and the Swing Line, more than one (1) year from its Drawdown Date.

(d) The Borrower shall provide the Issuing Bank with the proposed form and content of such Standby Instrument complying with the foregoing provisions of this Section 8.1 no less than two (2) Business Days before the requested issuance of the Standby Instrument. The foregoing documentation must 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 for the Relevant Facility and (iii) the date on which such requested Standby Instrument is to expire. If the relevant Standby Instrument is being issued under the Revolver Facility, the Borrower shall also deliver to the Agent a copy of the foregoing documentation together with a Borrowing Request for the issuance of the requested Standby Instrument.

(e) Upon receipt of the information and documentation in compliance with this Section 8.1 and subject to such changes to the form thereof as the applicable Issuing Bank may reasonably require, the applicable Issuing Bank shall, subject to Article 11, (or may (with no obligation to do so), if the requested Standby Instrument is to be issued under the Bid Bond Guarantee Facility), on the requested issue date issue a Standby Instrument in accordance with its usual and customary business practices. 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 requirements set forth above.

8.2 Reimbursement by the Borrower

8.2.1 *Authorization*. The Borrower unconditionally and irrevocably authorizes an Issuing Bank to pay the amount of any demand made on the Issuing Bank in accordance with the terms of any Standby Instrument issued for its account on demand without requiring proof of the Borrower's agreement that the amount so demanded was due and notwithstanding that the Borrower may dispute the validity of any such demand or payment. The Issuing Bank will, however, exercise reasonable care in determining whether or not any demand for payment complies with the terms and conditions of the relevant Standby Instrument.

8.2.2 *Indemnity*. The Borrower shall indemnify and save an Issuing Bank harmless on a full indemnity basis from and against any and all payments, claims and losses and expenses which it 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 legal costs incurred in connection with any proceedings to restrain the Issuing Bank from making, or to compel the Issuing Bank to make, any such payment), save that the Borrower shall not be obliged to so indemnify the Issuing Bank to the extent such losses and expenses are determined by a final judgment to have directly resulted from the wilful misconduct or gross negligence of the Issuing Bank. This indemnity shall be unconditional, shall not be subject to any qualification or exception whatsoever, except as expressly provided for in the preceding sentence, 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 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 Section 8.5.

8.2.3 *Good Faith Payments*. Notwithstanding any other provision of this Agreement to the contrary, any payment made by an 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 Borrower to reimburse and indemnify the Issuing Bank for such payment under Subsection 8.2.2.

8.2.4 *Standby Instrument Disbursement*. Any payment, loss and expense made or incurred by an Issuing Bank referred to in Subsection 8.2.2 shall be deemed to be an Advance under the Relevant Facility made by the Issuing Bank on the date such payment, loss and expense is incurred in the amount and currency (or, at the option of the Issuing Bank, the equivalent amount in Canadian Dollars or US Dollars determined at such Issuing Bank's spot rate of exchange) of such payment, loss and expense.

8.3 Refunding of Advances Amongst Lenders

8.3.1 *Deemed Advances*. Any Standby Instrument Disbursement deemed to have been made as an Advance under the Revolver Facility pursuant to Subsection 8.2.4 shall be deemed to have been made by the Issuing Bank on behalf of the Revolver Lenders by way of Canadian Prime Rate Loan (if denominated in Canadian Dollars) or US Base Rate Loan (if denominated in US Dollars).

8.3.2 *Adjustments*. If a Standby Instrument Disbursement is deemed to have been made by an Issuing Bank on behalf of the Revolver Lenders under the Revolver Facility:

(a) the Issuing Bank shall forthwith notify the Agent of the amount and currency of such Advance;

(b) upon receipt of the notice referred to in paragraph (a) above, the Agent will determine the amount of adjusting payments required to be made amongst the Revolver Lenders to ensure that their respective shares in outstanding Advances under the Revolver Facility, including the Standby Instrument Disbursement, equal their respective Rateable Shares of the Revolver Facility;

(c) each of the Revolver Lenders shall advance to the Agent the amount of the adjusting payment required of it pursuant to paragraph (b) above;

(d) the Agent shall, upon receipt from the Revolver Lenders, advance to the applicable Issuing Bank the amount of the adjusting payments required to be paid to such Issuing Bank as determined pursuant to paragraph (b) above; and

(e) the Borrower shall be obliged to repay the relevant Standby Instrument Disbursement to the Revolver Lenders in their respective Rateable Shares.

8.4 Repayment of Advances under the Swing Line and Bid Bond Guarantee Facility

8.4.1 *Swing Line Facility*. Any Standby Instrument Disbursement deemed to be an Advance under the Swing Line pursuant to Section 8.2.4 should be repaid in the same manner as a Canadian Prime Rate Loan (if it is denominated in Canadian Dollars) or US Base Rate Loan (if it is denominated in US Dollars) made under the Swing Line or in the same manner as any other Loan under the Swing Line, but in the currency in which it is denominated (if it is denominated in a foreign currency other than US Dollars) plus interest at such rate as the Swing Line Lender certifies to the Borrower to be equivalent to the sum of (a) its cost of funding such Advance plus (b) the Applicable Margin.

8.4.2 *Bid Bond Guarantee Facility*. Any Standby Instrument Disbursement deemed to be an Advance under the Bid Bond Guarantee Facility pursuant to Section 8.2.4 shall be repaid on the date such Standby Instrument Disbursement is made and shall bear interest if not paid on that date at the Default Rate (if denominated in US Dollars or Canadian Dollars) or at such other rate as the Bid Bond Guarantee Lender certifies to the Borrower to be equivalent to the sum of (a) its cost of funding such Advance plus (b) the Applicable Margin plus (c) two percent (2%) per annum.

8.5 Issuing Bank Not Liable

8.5.1 *Waiver*. An 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 document presented to it pursuant to any Standby Instrument and the 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 Issuing Bank shall not have any obligation, responsibility or liability:

(a) for the validity or genuineness of documents delivered under or in connection with any Standby Instrument that appear on their face to be in order, even if such 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 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 Issuing Bank; or

(f) for any error, neglect or default of any correspondent of the 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 Issuing Bank hereunder or the obligations of the Borrower under Subsection 8.2.2, except to the extent such obligation, responsibility or liability is determined by a final judgment to have directly resulted from the wilful misconduct or gross negligence of the Issuing Bank.

8.5.2 *ICC Rules*. Save to the extent expressly provided otherwise in this Article 8, the rights and obligations between an Issuing Bank and the Borrower with respect to each Standby Instrument shall be determined in accordance with the applicable provisions of the ICC Rules.

8.6 Standby Instrument Fees

8.6.1 *Revolver Lenders*. The Borrower shall pay a fee in Canadian Dollars to the Agent for the account of each of the Revolver Lenders based on the Credit Amount of each Standby Instrument issued or renewed under the Revolver Facility which shall be in the amount determined by the Agent to be equal to the sum of the products for each day during the term of such Standby Instrument obtained by multiplying (a) the Credit Amount thereof at the end of the day multiplied by (b) the quotient of (i) the Applicable Margin divided by (ii) 365. Such fee shall be paid quarterly in arrears on the third Business Day of each calendar quarter until the Credit Amount of such Standby Instrument is reduced to nil, at which time the final payment of such fee shall be paid.

8.6.2 *Fronting Fee*. The Borrower shall pay a fronting fee to the Agent for the account of the Issuing Bank issuing or renewing any Standby Instrument under the Revolver Facility for its own account calculated and payable in the same manner as the fee in relation thereto is calculated and payable under Subsection 8.6.1, save that reference to the Applicable Margin in Clause (b) thereof shall be replaced by reference to 0.125% per annum.

8.6.3 *Standby Instruments*. The Borrower shall pay a fee to each Issuing Bank in relation to each Standby Instrument issued or renewed under the Swing Line or Bid Bond Guarantee Facility, as the case may be, which shall be in the amount determined by the Issuing Bank to be equal to the greater of (a) the sum of the products for each day during the term of such Standby Instrument obtained by multiplying (i) the maximum amount available to be drawn upon under such Standby Instrument at the end of the day multiplied by (ii) the quotient of (A) the Applicable Margin divided by (B) 365 and (b) CAD500. Such fee shall be paid quarterly in arrears on the third Business Day of each calendar quarter until the Credit Amount of such Standby Instrument is reduced to nil, at which time the final payment of such fee shall be paid. Unless the Issuing Bank otherwise agrees, such fee shall be paid in the same currency denomination as the currency denomination of the Standby Instrument.

8.6.4 *Advices, Amendments and Renewals.* In addition to the fees payable under Subsections 8.6.1, 8.6.2 and 8.6.3, the Borrower shall pay the Issuing Bank its prevailing scheduled rates for services (including advices, amendments and renewals) provided by that Issuing Bank pertaining to outstanding Standby Instruments in accordance with its prevailing terms and conditions for such financial services.

8.6.5 *Own Account.* All amounts paid to an Issuing Bank pursuant to Subsections 8.6.2, 8.6.3 and 8.6.4 shall be retained by the Issuing Bank for its own account.

ARTICLE 9
INTEREST AND FEE CALCULATIONS AND CHANGES IN CIRCUMSTANCES

9.1 Interest

9.1.1 *Canadian Prime Rate Loans***.** The Borrower shall pay interest on the outstanding principal amount of each Canadian Prime Rate Loan borrowed by it under each of the Credit Facilities calculated and payable from the Borrowing Date of such Canadian Prime Rate Loan until the date it is Converted or deemed to be Converted to another Type of Advance in accordance with the provisions hereof or the date it is 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.

9.1.2 *US Base Rate Loans.* The Borrower shall pay interest on the outstanding principal amount of each US Base Rate Loan borrowed by it under each of the Credit Facilities calculated and payable from the Borrowing Date of such US Base Rate Loan until the date it is Converted or deemed to be Converted to another Type of Advance in accordance with the provisions hereof or the date it is 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.

9.1.3 *Libor Loans*. The Borrower shall pay interest on the outstanding principal amount of each Libor Loan borrowed by it under each Relevant Syndicated Facility calculated and payable from each Borrowing Date of such Libor Loan until the date it is Converted or deemed to be Converted to another Type of Advance in accordance with the provisions hereof or the date it is due to be repaid hereunder, as applicable, at a percentage rate per annum during each Interest Period relative to such Libor Loan equal to the sum of (i) LIBOR for that Interest Period plus (ii) the Applicable Margin.

9.1.4 *Overdue Amounts.* If any sum payable by the 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 Borrower shall pay interest on the outstanding balance thereof (including principal, interest, Fees and other amounts) at the percentage rate of interest per annum equal to the sum of (i) 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 plus (ii) the Applicable Margin for Floating Rate Loans plus, if an Event of Default has not occurred, to the extent permitted by applicable law, (iii) two percent (2%) per annum.

9.2 Commitment Fee

9.2.1 *Relevant Syndicated Facilities.* The Borrower shall pay to the Agent for the account of the Relevant Lenders a Commitment Fee in relation to their respective Relevant Total Commitments under each Relevant Syndicated Facility based on the unused portion of that Relevant Syndicated Facility payable in Canadian Dollars which shall be in the amount determined by the Agent to be equal to the sum of the products for each day during the Availability Period for the Relevant Syndicated Facility of (a) the amount by which the Relevant Total Commitment exceeds the aggregate Credit Amount of all Advances under that Relevant Syndicated Facility at the end of the day multiplied by (b) the fraction of (i) the Applicable Margin divided by (ii) 365.

9.2.2 *Swing Line.* The Borrower shall pay to the Swing Line Lender for its own account a Commitment Fee in relation to the Swing Line Commitment based on the unused portion of the Swing Line payable in Canadian Dollars which shall be in the amount determined by the Swing Line Lender to be equal to the sum of the products for each day during the Availability Period for the Swing Line of (a) the amount by which the Swing Line Commitment exceeds the aggregate Credit Amount of all Advances under the Swing Line at the end of the day multiplied by (b) the fraction of (i) the Applicable Margin divided by (ii) 365.

9.2.3 *Payment Dates.* The first payment of each of the Commitment Fees payable under Subsections 9.2.1 and 9.2.2 (which, for certainty, shall be for the period commencing on the Closing Date and ending March 31, 2009) will be made April 3, 2009. Thereafter the Borrower shall pay these Commitment Fees quarterly in arrears for each calendar quarter on the third Business Day of the following calendar quarter. The final payment of each of these Commitment Fees will be made on the Relevant Maturity Date or any earlier date of termination of the Relevant Facility. The Agent will calculate and notify the Borrower of the amount of each such payment on or before its due date.

9.3 Interest and Fee Calculations and Payments

9.3.1 *General.* Interest payable on any amount 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 Lender entitled thereto, (b) paid in the same currency in which such amount is denominated and (c) payable in arrears on each Interest Payment Date and on the date the final balance thereof is paid or repaid 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 9.1 with interest on overdue interest at the same rate (except to the extent provided otherwise in Subsection 9.1.4).

9.3.2 *Day Count Fraction*. The rates of interest per annum payable on or in respect of Floating Rate Loans and Commitment Fee and Standby Instrument Fees are expressed on the basis of a 365 day year, as applicable. Each Stamping Fee, CDOR and BA Reference Rate is expressed on the basis of a 365 day year. The rates of interest per annum payable on or in respect of Libor Loans and the Federal Funds Rate are expressed on the basis of a 360 day year.

9.3.3 *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.

9.3.4 *No Deemed Reinvestment*. The principle of deemed reinvestment of interest shall not apply to any interest, discount or Fee calculation under this Agreement.

9.3.5 *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.

9.3.6 *Changes in Floating Rates*. 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 the Borrower.

9.4 Increased Costs

If any Change in Law:

(a) subjects any Senior Lender (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 owing to any Senior Lender or increases any Taxes payable by any Senior Lender (or its Holding Body Corporate) on or in respect of payments of principal, interest, Fees or other amounts payable by the Borrower to that Senior Lender under this Agreement or any other Loan Document (excluding any imposition of Excluded Taxes or increase in the rate of Excluded 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 Senior Lender (or its Holding Body Corporate), or on any unutilized portion of any Credit Facility, or on any obligation of any Senior Lender under any Loan Document;

(c) imposes on any Senior Lender (or its Holding Body Corporate) any Taxes on reserves or deemed reserves in respect of the undrawn portion of any Credit Facility;

(d) requires any Senior Lender (or its Holding Body Corporate) to maintain any capital adequacy or additional capital requirement (including a requirement which affects that Senior Lender'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 Loan Document or that Senior Lender's obligations hereunder or under any other Loan Document, or imposes any other condition or requirement with respect to the maintenance by any Senior Lender (or its Holding Body Corporate) of a contingent liability with respect to any Credit Facility, its Rateable Share in any Advance or any Loan Document; or

(e) imposes on any Senior Lender (or its Holding Body Corporate) any other condition or requirement with respect to this Agreement, any other Loan Document or a Credit Facility,

and such Senior Lender (for the purposes of this Section, the "**Affected Lender**") determines (which determination shall be conclusive and bind the Borrower) that such occurrence has the effect of:

(f) increasing the cost to the Affected Lender (or its Holding Body Corporate) of agreeing to make or making, maintaining or funding its Rateable Share in any Advance, any Loan Obligation or any portion of any thereof;

(g) reducing the net income received by the Affected Lender (or its Holding Body Corporate) in respect of any Credit Facility, its Rateable Share in any Advance, any Loan Document or any portion of any thereof;

(h) directly or indirectly reducing the effective return to the Affected Lender (or its Holding Body Corporate) under any Loan Document on its overall capital as a result of the Affected Lender entering into such Loan Document or as a result of any of the transactions or obligations contemplated by such Loan Document; or

(i) causing the Affected Lender 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 Senior Lender under any Loan Document, then, upon demand from time to time being made to the Borrower by the Agent on behalf of the Affected Lender accompanied in each case by a certificate of the Affected Lender documenting the relevant calculations of the compensation being claimed by the Affected Lender, the Borrower shall pay, within three (3) Business Days from the date of demand, to the Agent for the account of the Affected Lender such additional amounts as are set out in each such certificate in order to fully compensate the Affected Lender (or its Holding Body Corporate) for such additional cost, reduction, payment, foregone interest or other return.

9.5 Market Disruption

9.5.1 *Libor Loans*. If at any time prior to the commencement of a proposed Interest Period the Agent or any Relevant Lender determines (which determination shall be conclusive and bind the Borrower) that:

(a) by reason of circumstances affecting the London interbank market, or any bank participants therein, adequate and fair means do not exist for ascertaining the rate of interest with respect to a Libor Loan during the proposed Interest Period;

(b) deposits in US Dollars are not being offered to that Relevant Lender in the London interbank market in the ordinary course of business;

(c) the making or continuing of the Rateable Share of that Relevant Lender in any Libor Loan during the proposed Interest Period has been made impracticable by the occurrence of any change in national or international financial, political or economic conditions or currency exchange rates or exchange control, or an event (including an act of terrorism) which materially and adversely affects the London interbank market;

(d) LIBOR for the proposed Interest Period does not accurately reflect the effective cost to that Relevant Lender of funding its Rateable Share in any Libor Loan for the proposed Interest Period; or

(e) the Agent is unable to determine LIBOR for the proposed Interest Period of the Libor Loan,

(a “**Libor Disruption Event**”), then that Relevant Lender (for the purposes of this Section, the “**Affected Lender**”) may give notice of such determination to the Agent who will promptly notify the Borrower. If an event referred to in paragraph (e) occurs, all Relevant Lenders under each Relevant Syndicated Facility shall be Affected Lenders and the Agent will promptly notify the Borrower and all Relevant Lenders thereof. Thereafter, and until the Agent notifies the Borrower and the Affected Lender that the Libor Disruption Event no longer exists or no longer applies, the Borrower’s right to require such Affected Lender to make its Rateable Share of any such Libor Loan available in the manner requested shall be suspended and the Affected Lender shall instead make its Rateable Share available by way of an advance in US Dollars which shall bear interest payable in the same manner as any US Base Rate Loan.

9.5.2 *Acceptances*. If at any time on or prior to the proposed first day of the Tenor of a proposed issue of Acceptances the Agent determines (which determination shall be conclusive and bind the Borrower) that:

(a) the issuance or discount of any Acceptances for the proposed Tenor thereof has been made impossible or impracticable by reason of the occurrence of any event affecting the Canadian money markets or any national or international financial, political, terrorist or economic event;

(b) there does not exist a normal money market in Canada for the purchase and sale of bankers' acceptances or such money market has been disrupted by the occurrence of an extraordinary event or an act of terrorism; or

(c) the Agent is unable to determine CDOR for the proposed Tenor of the proposed issue of Acceptances,

(a "**BA Disruption Event**") then the Agent will promptly notify the Borrower and each of the other Relevant Lenders of such determination. If an event referred to in paragraph (c) occurs, all Lenders under each Relevant Syndicated Facility shall be Affected Lenders and the Agent will promptly notify the Borrower and all Relevant Lenders thereof. Thereafter, and until the Agent notifies the Borrower and the Relevant Lenders that the BA Disruption Event no longer exists or no longer applies, the Borrower's right to request an Advance by way of Acceptances shall be suspended and any Borrowing Request given by the Borrower with respect to any proposed issue of Acceptances that has not yet been made shall be deemed to be replaced by a Borrowing Request for a Canadian Prime Rate Loan in the same Credit Amount as the requested issue of Acceptances.

9.6 Illegality

If at any time any Lender determines (which determination shall be conclusive and bind the Borrower) that any Change in Law has made it unlawful, impossible or impracticable for that Lender to make, fund or maintain its Rateable Share in any Advance or to give effect to its obligations in respect of such Advance (an "**Affected Advance**"), that Lender (for the purposes of this Section, the "**Affected Lender**") will promptly notify the Agent who will promptly notify the Borrower. Upon giving such notice, the obligation of the Affected Lender to make or continue its Rateable Share in any Affected Advance shall be suspended for so long as such condition exists. Thereafter, and until the Agent notifies the Borrower otherwise, the Borrower shall not have the right to require such Affected Lender to make its Rateable Share of such Affected Advance available in the manner requested. Rather, except as otherwise provided in the next sentence, 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 US Base Rate Loan (if it is denominated in US Dollars) from the expiry of the applicable Interest Period or Tenor of an issue of Acceptances. If, however, the Affected Advance is a Canadian Prime Rate Loan or a US Base Rate Loan, the Borrower shall forthwith prepay the Affected Lender's Rateable Share of such Affected Advance and the Affected Lender shall not be required to make its Rateable Share of such Affected Advance available in any manner.

9.7 Withholding Taxes Generally

9.7.1 *No Withholding; Gross-Up Requirement*. Each payment required to be made by the Borrower under each Loan Document shall be made without set-off or counterclaim, free and clear of, and without deduction or withholding for or on account of, any Indemnified 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 the Borrower is so required to deduct or withhold Indemnified Taxes from or in respect of any such payment to or for the account of any Senior Lender (for the purposes of this Section 9.7, the "**Affected Lender**"), then the Borrower will:

(a) promptly notify the Agent of such requirement;

(b) pay to the relevant governmental authority when due the full amount required to be deducted or withheld (including the full amount of Indemnified Taxes required to be deducted or withheld from any additional amount paid by the Borrower to or for the account of the Affected Lender under this Subsection 9.7.1);

(c) promptly forward to the Agent an official receipt (or a certified copy), or other documentation reasonably acceptable to the Agent, evidencing such payment to such governmental authority; and

(d) forthwith pay to the Affected Lender, in addition to the payment to which the Affected Lender is otherwise entitled under such Loan Document, such additional amount as is necessary to ensure that the net amount actually received by the Affected Lender (free and clear of, and net of, any such Indemnified Taxes, including the full amount of Taxes required to be deducted or withheld from any additional amount paid by the Borrower under this Subsection 9.7.1, whether assessed against the Borrower or the Affected Lender) will equal the full amount the Affected Lender would have received had no such deduction or withholding been required.

9.7.2 *Indemnity*. If the Borrower fails to pay to the relevant governmental authority when due any Indemnified Taxes that it was required to deduct or withhold under Subsection 9.7.1 in respect of any payment to or for the benefit of any Affected Lender under any Loan Document, or fails to promptly furnish the Agent with the documentation referred to in Subsection 9.7.1(c), the Borrower shall forthwith on demand indemnify such Affected Lender on a full indemnity after-Taxes basis from and against the full amount of any Taxes (including interest and penalties), losses and expenses which such Affected Lender may suffer or incur as a result of such failure.

9.7.3 *Indemnity for Additional Income Tax*. The Borrower shall also indemnify each Affected Lender on a full indemnity after-Tax basis, for any additional Taxes on net income that such Affected Lender may be obliged to pay as a result of the payment of additional amounts under this Section 9.7.

ARTICLE 10
REPAYMENT AND PREPAYMENT

10.1 Repayment of the Credit Facilities

10.1.1 *Relevant Syndicated Facilities*. The Borrower shall repay on the Relevant Maturity Date to the Agent for the account of each Relevant Lender such Relevant Lender's Rateable Share of each outstanding Advance made under each Relevant Syndicated Facility.

10.1.2 *Swing Line.* The Borrower shall repay on the Swing Line Maturity Date to the Swing Line Lender each outstanding Swing Line Advance.

10.1.3 *Bid Bond Guarantee Facility*. The Borrower shall repay on the Bid Bond Guarantee Maturity Date to the Bid Bond Guarantee Lender each outstanding Standby Instrument under the Bid Bond Guarantee Facility.

10.2 Voluntary Repayments

10.2.1 *Generally*. The 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 Credit Facility, without premium or penalty, which prepayments shall, in the case of a Libor Loan, be made on its current Period End Date. In the case of each Relevant Syndicated Facility, such right may only be exercised if the Borrower delivers a Repayment Notice to the Agent specifying the proposed repayment date (which must be no earlier than (i) the third (3^{rd}) Business Day or third (3^{rd}) London Banking Day thereafter if a Libor Loan is being repaid, and (ii) the Business Day thereafter if a Floating Rate Loan is being repaid) and the amount of such Loan to be repaid (which must be in a principal amount of $1,000,000 or a multiple of $100,000 in excess thereof). The Borrower shall repay such Loan on such repayment date to the extent specified in such Repayment Notice.

10.2.2 *Effect of Voluntary Repayment*. Each Advance under the Relevant Facility or the Swing Line voluntarily repaid pursuant to Subsection 10.2.1 may be reborrowed subject to the applicable terms and conditions of Article 5 and shall not affect the amount of the Commitments under that Relevant Syndicated Facility or the Swing Line.

10.3 Reductions and Cancellations of Commitments and the Bid Bond Guarantee Limit

10.3.1 *Voluntary Cancellation by the Borrower*. The Borrower shall have the right at any time and from time to time to permanently cancel, without premium or penalty, the entire or any unused portion of the Relevant Syndicated Facility or the Swing Line. Subject to the next sentence, such right may only be exercised by the Borrower delivering a Cancellation Notice to the Agent specifying the proposed effective date of cancellation (which must be no less than five (5) Business Days thereafter), the Relevant Syndicated Facility and/or Swing Line being affected, and the amounts of each Relevant Syndicated Facility and/or the Swing Line to be cancelled (which must be in a principal amount of CAD1,000,000 or a multiple of CAD100,000 in excess thereof with respect to each Relevant Facility). No reduction or cancellation of the Total Revolver Commitment below the amount of CAD5,000,000 shall be permitted pursuant to this Section 10.3 unless the Swing Line Commitment has been permanently reduced to nil or cancelled in its entirety or it is reduced at the same time and to the same extent. The Total Commitment (and each Relevant Total Commitment affected by the cancellation) shall permanently be cancelled and reduced on the effective date of each such cancellation in the amount so cancelled.

10.3.2 *Voluntary Cancellation by the Bid Bond Guarantee Lender*. The Bid Bond Guarantee Lender shall have the right at any time and from time to time to permanently cancel the entire or any unused portion of the Bid Bond Guarantee Facility. Such right may be exercised by the Bid Bond Guarantee Lender delivering a notice to such effect to the Borrower. The Bid Bond Guarantee Facility shall permanently be cancelled and reduced on the effective date specified in any such notice.

10.4 Mandatory Reductions

10.4.1 *Asset Disposals*. At the end of each Fiscal Quarter, the Borrower shall determine the amount, if any, (the "**Asset Disposal Repayment Amount**") by which (a) the sum (without duplication) of (i) the aggregate Net Asset Disposal Proceeds derived from disposals of assets of any IBI Consolidated Group Member which took place during that Fiscal Quarter plus (ii) the aggregate net insurance proceeds (or the Equivalent in Canadian Dollars) received by the IBI Consolidated Group during that Fiscal Quarter to the extent not applied to repair or replace the insured property compensated for by such insurance exceeded (b) the amount equal to two and one-half percent (2.5%) of the Total Tangible Assets of the Borrower as at such Fiscal Quarter end. The Borrower shall promptly notify the Agent whether or not there is such an excess on or before the 15th day after the end of such Fiscal Quarter. If there is such an excess, then on such 15th day, or the following Business Day if such 15th day is not a Business Day, the Borrower shall, to the extent there are Advances outstanding under the Bridge Facility or the Term Facility and subject to Subsection 17.2.1, first prepay Advances outstanding under the Bridge Facility until there are no Advances outstanding under the Bridge Facility and second prepay Advances under the Term Facility so as to ensure that Advances under the Bridge Facility or the Term Facility, as the case may be, are repaid to the extent of the Credit Amount equal to such Asset Disposal Repayment Amount. For the purposes of this Subsection 10.4.1, **"Net Asset Disposal Proceeds"** means the money or fair market value of the consideration (expressed as the Equivalent in Canadian Dollars if received in foreign currency) received by any IBI Consolidated Group Member on disposal of any of its assets (other than disposals permitted under Subsection 14.2.3(a), (c), (d) or (e) or 14.2.4(b)) less all (i) costs of disposal, including legal, accounting and investment banking fees and brokerage and sales commissions paid to Unrelated Parties, (ii) any relocation expense incurred as a result thereof, (iii) all Taxes (to the extent such Taxes will actually be paid in cash (after applying any available tax credits, loss carryforwards or deductions and any tax sharing agreements) during or in respect of the Fiscal Year in which such disposal took place) paid or estimated to be paid in respect of such disposal and (iv) the amount of any Debt (excluding Loan Obligations) owing to any Unrelated Party which is paid or required to be paid under the agreement governing the repayment of such Debt by reason of such disposal.

10.4.2 *Debt Issues*. Each time any IBI Consolidated Group Member receives proceeds of Debt (other than Debt referred to in paragraphs (a), (b), (c), (d), (f) and (g) of Subsection 14.2.1) from anyone that is not an IBI Consolidated Group Member and is not a Related Person of the Borrower ("**Debt Proceeds**"), the Borrower shall notify the Agent of the amount of such Debt Proceeds received and the Borrower shall, to the extent there are Advances outstanding under the Bridge Facility or the Term Facility and subject to Subsection 17.2.1, first prepay Advances made available to it under the Bridge Facility until there are no Advances outstanding under the Bridge Facility and second prepay Advances made available to it under the Term Facility within five (5) Business Days of the day such Debt Proceeds are received to the extent of the Credit Amount equal to such Debt Proceeds received (or the Equivalent thereof in Canadian Dollars if denominated in foreign currency).

10.4.3 *Reductions in Total Bridge Commitment and Total Term Commitment*. The Total Bridge Commitment shall be automatically cancelled and reduced at the time and by the Credit Amount of each payment of Advances under the Bridge Facility required to be made (or, if there were sufficient Advances outstanding under the Bridge Facility, would have been required to be made) under Subsection 10.4.1 or 10.4.2. Upon the Bridge Facility being cancelled and reduced to zero, the Total Term Commitment shall be automatically cancelled and reduced at the time and by the amount of each payment of Advances under the Term Facility required to be made (or, if there were sufficient Advances outstanding under the Term Facility, would have been required to be made) under Subsection 10.4.1 or 10.4.2.

10.5 Manner of Repayment

On the date of each reduction of each Commitment of each Relevant Lender under each Relevant Facility, the Borrower shall repay to the Agent for the account of such Relevant Lender such amount on account of such Relevant Lender's Rateable Share of Advances made to the Borrower under each Relevant Facility as may be required to ensure that the Credit Amount of such Relevant Lender's Rateable Share of all Advances outstanding under each Relevant Facility does not exceed its Commitment under each Relevant Facility at that time after giving effect to that reduction. On the Relevant Maturity Date of each Relevant Facility, the Borrower shall repay all Advances then outstanding under that Relevant Facility. Each Lender shall apply any amount so repaid to it as follows:

(a) first, to repay its Rateable Share of Loans under that Relevant Facility;

(b) second, to prepay to the Relevant Lender (or, at the option of the Relevant Lender, provide cash collateral for) the obligations of the Borrower under Section 6.6 in respect of Acceptances, if any, issued for the Borrower's account under that Relevant Facility; and

(c) third, to prepay to each Issuing Bank (or, at the option of each Issuing Bank, provide cash collateral for) the Borrower's obligations under Subsection 8.2.2 in respect of outstanding Standby Instruments, if any, issued by each Issuing Bank under that Relevant Facility until such Standby Instruments expire or are drawn upon, whereupon each Issuing Bank shall account to the Borrower for the amount so paid to it and remit any overpayment to the Agent to be applied to any other Loan Obligations then due or, if none, returned to the Borrower.

Each Relevant Lender or Issuing Bank, as applicable, receiving cash collateral pursuant to paragraph (b) or (c) above agrees to allow and remit to the Agent, together with (and to be applied in the same manner as) any overpayment referred to in paragraph (c) above, an amount determined by such Relevant Lender or Issuing Bank, as applicable, to be the amount of interest that would accrue on a deposit placed with it in the amount of the unapplied balance from time to time of such cash collateral at its prevailing rate for overnight deposits of comparable amount.

10.6 Facility Excesses by Reason of Foreign Currency Fluctuations

10.6.1 *Relevant Syndicated Facilities*. If and each time the Agent determines (which determination shall be conclusive and bind the Borrower, absent manifest error) that the Credit Amount of all Advances under any Relevant Syndicated Facility exceeds the Relevant Total Commitment by more than two percent (2%) by reason of fluctuations in exchange rates, the Agent may request (or if such excess is more than five percent (5%) of the Relevant Total Commitment, the Agent shall request) the Borrower to repay the entire excess. Within five (5) Business Days of the receipt of any such request, the Borrower shall repay to the Agent for the account of the Relevant Lenders such Advances outstanding under such Relevant Syndicated Facility as may be required to ensure that the Credit Amount of all Advances outstanding under the Relevant Facility does not exceed the Relevant Total Commitment.

10.6.2 *Swing Line*. If and each time the Swing Line Lender determines (which determination shall be conclusive and bind the Borrower, absent manifest error) that the Credit Amount of all Advances under the Swing Line exceeds the Swing Line Commitment by reason of fluctuations in exchange rates, the Swing Line Lender may request the Borrower to repay the entire excess. Within five (5) Business Days of the receipt of any such request, the Borrower shall repay to the Swing Line Lender such Advances outstanding under the Swing Line as may be required to ensure that the Credit Amount of all Advances outstanding under the Swing Line does not exceed the Swing Line Commitment.

10.6.3 *Bid Bond Guarantee Facility*. If and each time the Bid Bond Guarantee Lender determines (which determination shall be conclusive and bind the Borrower, absent manifest error) that the Credit Amount of all Advances under the Bid Bond Guarantee Facility exceeds the Bid Bond Guarantee Limit by reason of fluctuations in exchange rates, the Bid Bond Guarantee Lender may request the Borrower to repay the entire excess. Within five (5) Business Days of the receipt of any such request, the Borrower shall repay to the Bid Bond Guarantee Lender such Advances outstanding under the Bid Bond Guarantee Facility as may be required to ensure that the Credit Amount of all Advances outstanding under the Bid Bond Guarantee Facility does not exceed the Bid Bond Guarantee Limit.

10.7 Prepayment of Affected Lenders

The Borrower 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. Such right may only be exercised by the Borrower delivering a notice to the 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 30 days after the date the Borrower receives notice that the relevant Lender has become an Affected Lender. The 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 cancelled and permanently reduce to nil and such Affected Lender shall be released from its obligations to lend hereunder. Unless such Affected Lender is replaced pursuant to Subsection 17.10.8, the Total Revolver

Commitment (if the Affected Lender was a Revolver Lender), the Swing Line Commitment (if the Affected Lender was the Swing Line Lender) and the Total Term Commitment (if the Affected Lender was a Term Lender) shall be cancelled and permanently reduced by the respective amounts of the reduction in such Affected Lender's Revolver Commitment, Swing Line Commitment and Term Commitment.

10.8 Repayment Notice

The Borrower shall deliver a Repayment Notice to the Agent by 10:00 a.m. on the day that falls at least three (3) Business Days and three (3) London Banking Days in the case of Libor Loans, two (2) Business Days in the case of an issue of Acceptances and one (1) Business Day in the case of Floating Rate Loans, in each case, before any prepayment is made pursuant to any Relevant Syndicated Facility.

10.9 Netting of Payments

If on any date payments of principal or face amounts of Advances would be due and payable under any Relevant Syndicated Facility in the same currency by the Borrower to the Relevant Lenders and by those Relevant Lenders under the same Relevant Syndicated Facility to the Borrower, then, on such date, unless the Agent notifies those Relevant Lenders 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 the Borrower to those Relevant Lenders under the Relevant Syndicated Facility exceeds the aggregate amount that would otherwise have been payable by those Relevant Lenders to the Borrower under the Relevant Syndicated Facility or *vice versa*, such obligations shall be replaced by an obligation upon whichever of the Borrower or those 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.

10.10 Place of Payment of Principal, Interest and Fees

10.10.1 *Payments to Senior Lenders Generally*. Each payment of principal of, or interest or Fees computed on, any Advance and each other amount owing by the Borrower under or otherwise in respect of any Loan Document, except for payments made in respect of the Swing Line, shall be made by the Borrower to the 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 noon (local time in the place of payment) in immediately available, freely transferable, cleared funds for value on the due date (or if such due date is not a Business Day on the Business Day next following) by bank transfer to the credit of the Agent's Accounts.

10.10.2 *Payments under the Swing Line*. Each payment of principal of, or interest or Fees computed on, any Swing Line Advance and each other amount owing by the Borrower under or otherwise in respect of the Swing Line, shall be made by the Borrower to the Swing Line Lender in the currency in which such Swing Line Advance or other amount is denominated no later than 2:00 p.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 Business Day if such due date is not a Business Day) by bank transfer to the credit of such account with the Swing Line Lender as the Swing Line Lender shall notify to the Borrower from time to time. The Swing Line Lender may debit the applicable Borrower's Account for each such payment if the Borrower is then maintaining current accounts with the Swing Line Lender.

10.10.3 *Late Day Payments*. If any payment is made to any Senior Lender on any day after the times specified in Subsections 10.10.1 or 10.10.2, as applicable, that payment shall, for the purposes of determining the amount of interest payable by the Borrower thereon hereunder, be deemed to have been made on the following Business Day.

ARTICLE 11
CONDITIONS PRECEDENT

11.1 Conditions Precedent to Closing

The Borrower agrees to satisfy each of the following conditions precedent to closing on Closing. The Lenders shall not be obliged to make any Drawdown available under this Agreement unless and until, in addition to satisfaction of the conditions precedent set forth in Section 11.2, the Agent notifies the Borrower and the Lenders that the Agent has received each of the following in form and substance satisfactory to the Agent (in original or, at the Agent's discretion, pdf, facsimile or other copy) or (to the extent the Agent has not received any of the following) the Required Lenders have waived receipt thereof to permit closing of the financing contemplated by this Agreement to occur (a "**Closing Notice**"):

(a) a Certificate of each Security Provider listed in Schedule 8 (i) attaching true copies of (A) the Constitutional Documents of that Security Provider and (B) all necessary internal corporate, partnership, trust and/or other administrative or management action taken by that Security Provider to authorize the execution, delivery and performance of each Loan Document to which it is party, the creation of the Liens and the consummation of the transactions contemplated thereby, (ii) as to incumbency and true signatures of certain Responsible Officers of that Security Provider and (iii) as to such other matters as the Agent may reasonably require;

(b) a certificate of status (or equivalent) with respect to each Security Provider listed in Schedule 8 for its jurisdiction of incorporation or formation and, if the Agent so requires, any other jurisdiction in which any Material assets of that Security Provider are located or that Security Provider conducts Material business;

(c) a reporting issuer certificate for IBI Income Fund from each jurisdiction in which IBI Income Fund is a reporting issuer, other than the Northwest Territories, Nunavut, the Yukon and Prince Edward Island;

(d) this Agreement, the Agency Fee Agreement, the Fee Letter and each other Loan Document listed in Schedule 8 duly executed by each party thereto;

(e) written confirmation from AXA that the total amount outstanding under the AXA Performance Bond Documents does not exceed CAD9,371,000;

(f) an up-to-date schedule detailing the scheduled payments for the Remaining Acquisition Payments;

(g) all authorizations from governmental authorities or other persons required to enable each Security Provider listed in Schedule 8 to execute, deliver, incur and perform its obligations under each Loan Document to which it is a party and to create the Liens listed in Schedule 8 and consummate the transactions contemplated thereby;

(h) evidence that all registrations necessary or (in the judgment of the Agent) 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;

(i) all “know your customer” or similar identification information reasonably requested by the Agent;

(j) certificates for all certificated securities comprised in the Collateral accompanied by stock transfers executed in blank by an effective endorsement by each applicable Security Provider;

(k) certificates of insurance, including loss payee endorsements, required under Subsection 14.1.9;

(l) a true copy of the Administration Agreement;

(m) opinions from the Borrower’s Counsel on such matters relative to each Security Provider as the Agent shall reasonably require;

(n) an irrevocable direction to pay to the Agent and payment to the Agent of (i) all unpaid Fees payable to the Senior Lenders on the Closing Date and (ii) all accrued and/or unpaid fees, costs and expenses (invoiced or estimated) payable by the Agent to the Lenders’ Counsel in respect of the negotiation, execution, delivery and entry into effect of the Loan Documents and any other document related to or entered into in anticipation of this Agreement and the administration and implementation thereof;

(o) a Certificate of the Borrower certifying that all of the conditions contained in paragraphs (a) through (n) inclusive above have been satisfied, save for those waived by the Required Lenders to permit closing to take place; and

(p) such other documents as the Agent may reasonably require.

11.2 Conditions to all Borrowings

The Borrower agrees to satisfy each of the following conditions precedent to each Borrowing. The Lenders shall not be obliged to make or allow, any Borrowing, including the first Drawdown under this Agreement, unless and until the Agent has issued a Closing Notice and unless each of the following conditions precedent to Borrowing has been satisfied or (to the extent not satisfied) waived by the Required Lenders to permit such Borrowing to occur:

(a) each of the representations and warranties of the Borrower deemed to be repeated under Section 13.2 is true, accurate and complete in all respects as of the date such Borrowing is requested and as of the proposed Borrowing Date as though made on and as of each such date (except for those representations and warranties which speak solely as of an earlier date, in which event those representations and warranties must be true, accurate and complete in all respects as of such earlier date);

(b) no Default has occurred that is continuing on the date such Borrowing is requested or on the proposed Borrowing Date, nor would any Default result after giving effect to the requested Borrowing;

(c) each other term and condition applicable to such Borrowing contained in this Agreement has been fully complied with; and

(d) with respect to each Borrowing under the Bid Bond Guarantee Facility, the Bid Bond Guarantee Lender has been provided with an unconditional Export Development Canada guarantee in relation thereto in form and substance satisfactory to the Bid Bond Guarantee Lender.

ARTICLE 12
SECURITY

12.1 Initial Security

To secure the due payment and performance of the Secured Obligations, the Borrower shall deliver to the Agent, or cause the delivery to the Agent of, each of the documents (each in form and substance satisfactory to the Agent) listed in Schedule 8 on the Closing Date.

12.2 Security from Subsidiaries

To further secure the due payment and performance of the Secured Obligations owing by the Borrower, and as a further condition to the right of the Borrower to borrow hereunder, the Borrower shall cause:

(a) each person that becomes a Subsidiary of the Borrower on or after the Closing Date, to deliver to the Agent (y) in the case of a person whose Capital Stock has a subscription price or purchase price to other IBI Consolidated Group Members of at least CAD10,000,000 (or Equivalent in foreign currency), contemporaneously with it becoming a Subsidiary and (z) in the case of a person whose Capital Stock has a subscription price or purchase price to other IBI Consolidated Group Members of greater than CAD5,000,000 (or Equivalent in foreign currency) but less than CAD10,000,000 (or Equivalent in foreign currency) within 45 days of such person becoming a Subsidiary:

(i) a Guarantee of the Secured Obligations owing by the Borrower in favour of the Senior Lenders;

(ii) a security agreement creating a security interest in all of its personal property (or equivalent) and, if that Subsidiary has or thereafter acquires rights in real property having a fair market value in excess of CAD500,000 or a material premises lease, a debenture and debenture delivery agreement (or equivalent) in respect of such real property and/or material premises lease and, if that Subsidiary has or thereafter acquires rights in moveable and/or immovable property located in the Province of Quebec having a fair market value in excess of CAD500,000 or a material premises lease, trust deed security creating Liens in all of the assets of such Subsidiary to secure the payment and performance of such Guarantee and any other Secured Obligations owing by it;

(iii) an acknowledgment from (A) the landlord to each material premises lease to which that Subsidiary is party and (B) each chargee of the lands of which the premises referred to in Sub-clause (A) form part if the Agent so requires; for the purposes of this paragraph (a), "material premises lease" means a lease of premises (i) which is the head office or chief executive office of any Security Provider, (ii) on which assets of any Security Provider having a value in excess of CAD500,000 are located or (iii) which the Agent reasonably determines are Material;

(iv) a bailee waiver from the operator of each warehouse facility used by such Subsidiary where assets of any Security Provider having a value in excess of CAD500,000 are stored; and

(v) for each foreign bank account with any institution other than the Swing Line Lender, an Account Control Agreement relative to each such bank account (save with respect to Unperfected Bank Accounts for which no Account Control Agreement is required under Subsection 14.2.22) and securities account held by that Subsidiary;

provided that (A) a Subsidiary referred to above shall not be obliged to deliver the Guarantee or the Security referred to above for so long as it is prohibited by applicable law from doing so, if such Subsidiary's Capital Stock has a subscription price or purchase price of CAD5,000,000 or less, or if in the good faith opinion of the Agent the costs of granting such Guarantee and Security are materially greater than the benefits to be received by the Senior Lenders therefrom and (B) the Borrower shall not be obliged to provide any particular acknowledgment referred to in Clause (iii) if (1) the person from whom such document is sought is an Unrelated Party and (2) the Borrower demonstrates to the reasonable satisfaction of the Agent that it has been unable to obtain such document after expending commercially reasonable best efforts;

(b) each IBI Consolidated Group Member owning Capital Stock in each Subsidiary referred to in paragraph (a) above (the "**Pledgor**") (i) if such Pledgor is not the

Borrower, to deliver a Guarantee to the Agent if it has not already done so and (ii) to pledge and deliver the Capital Stock owned by it pursuant to a security agreement to the Agent to secure the payment and performance of the Secured Obligations owing by the Pledgor; in each case contemporaneously with the documents and security delivered by such Wholly-Owned Subsidiary pursuant to paragraph (a); and

(c) a third party legal opinion from the Borrower's Counsel concerning the persons, Guarantee and Security, referred to in paragraphs (a) and (b) above to be delivered to the Agent contemporaneously with such Guarantee and Security being provided.

Each such Guarantee, security agreement (or equivalent), debenture and debenture delivery agreement (or equivalent), trust deed security, acknowledgment, bailee waiver, Account Control Agreement and third party legal opinion must be in form and substance satisfactory to the Agent acting reasonably.

12.3 Registration

Unless the Agent notifies the Borrower otherwise, the Borrower 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 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, including any land registry or land titles office and/or (b) the Lenders' Counsel specifically requests.

12.4 Further Assurances

The Borrower shall, forthwith and from time to time on request from the 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 Agent or the Lenders' Counsel may be necessary or of advantage to give the Senior Lenders (so far as may be possible under any applicable law) the Liens and the priority intended to be created by the Loan Documents or to facilitate realization under such Liens. It is the intention of the parties that the Senior Lenders will, among other things, have (a) a first priority Lien, subject to Permitted Liens, over all assets of each IBI Consolidated Group Member, other than the assets of Exempt Security Providers, (b) a first priority Lien, subject only to Permitted Liens referred to in paragraph (a) of Subsection 14.2.5, over all Capital Stock of each Subsidiary owned by each IBI Consolidated Group Member (other than Exempt Security Providers) and (iii) such other Liens over the assets of such IBI Consolidated Group Members that are consistent with the Liens described in Clauses (a) and (b) above as the Required Lenders may from time to time reasonably require. The Borrower represents and warrants to the Lenders that the value of the assets, other than Capital Stock in Subsidiaries, directly owned by the Borrower located in the Province of Quebec as at the Closing Date is less than CAD5,000,000. Relying on that representation and warranty, the Lenders have agreed to dispense for the time being with the requirement imposed on the Borrower hereunder to provide security over its assets, other than Capital Stock of Subsidiaries, located in the Province of Quebec. The Borrower will promptly notify the Agent if, as and when the value of its assets, other than

Capital Stock, located in the Province of Quebec exceeds CAD5,000,000 and within 45 days thereafter provide such security over the Borrower's assets located in the Province of Quebec as the Required Lenders may reasonably require.

ARTICLE 13
REPRESENTATIONS AND WARRANTIES

13.1 Borrower Representations and Warranties

To induce the Lenders to make the Credit Facilities available to the Borrower, the Borrower represents and warrants to and in favour of the Senior Lenders as follows:

13.1.1 *Existence and Good Standing*. Each IBI Consolidated Group Member is a corporation, general or limited partnership, 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 its business in each jurisdiction in which its assets are located or it carries on business.

13.1.2 *Authority*. Each Security Provider has the legal capacity and right to enter into the Loan 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.

13.1.3 *Due Authorization*. Each Security Provider has taken all necessary action to authorize the execution and delivery of each Loan Document to which it is a party, the creation and performance of its obligations thereunder and the creation of the Liens over its assets and the consummation of the transactions contemplated thereby.

13.1.4 *Due Execution.* Each Security Provider has duly executed and delivered each Loan Document to which it is a party.

13.1.5 *Validity of Loan Documents - Non-Conflict.* None of the authorization, execution, delivery or performance of the Loan Documents by each Security Provider, nor the creation of any Liens over its assets 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 or internal corporate, partnership, trust and/or other management resolutions of any IBI Consolidated Group Member, (ii) the provisions of any agreement or document to which any IBI Consolidated Group Member is a party or by which any IBI Consolidated Group Member or any of its assets is or may become bound or (iii) any Applicable Law; or

(c) has resulted or will result in the creation or imposition of any Lien (other than the Security) upon any of the Collateral.

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

13.1.7 *Absence of Proceedings*. There is no existing, pending or threatened proceeding against any IBI Consolidated Group Member which, if adversely determined to any IBI Consolidated Group Member or the Senior Lenders, could reasonably be expected to result in a Material Adverse Effect or, except for any proceeding notified to the Agent pursuant to Subsection 14.1.6(f) and the proceedings listed in Schedule 9 could reasonably be expected to result in any judgment, Order or award ordering any IBI Consolidated Group Member to pay more than the Threshold Amount or multiple judgments, Orders or awards ordering any IBI Consolidated Group Member or IBI Consolidated Group Members to pay more than the Threshold Amount in the aggregate, in each case net of insurance coverage. No event has occurred, and no state or condition exists, which could reasonably be expected to give rise to any such proceedings, except for the subject matter of any proceedings notified to the Agent pursuant to Subsection 14.1.6(f) and the proceedings listed in Schedule 9 and there is no judgment, Order or award outstanding against any IBI Consolidated Group Member or any Security Provider which could reasonably be expected to have a Material Adverse Effect.

13.1.8 *Financial Statements*. Each financial report and financial statement of each IBI Consolidated Group Member, the Security Providers and the IBI Income Fund delivered to the Agent pursuant to or in connection with this Agreement have been prepared in accordance with GAAP (subject to year end audit adjustments, where applicable), does not contain (or, if audited, would not contain) any qualification that is not acceptable to the Required Lenders and fairly and accurately presents the financial information and the financial condition and results of operations of such person contained therein as at their respective preparation dates.

13.1.9 *Accuracy of Information*. No information furnished by the IBI Income Fund, any IBI Consolidated Group Member or Security Provider to the Agent in connection with any of the Loan 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**"), if any, prepared and furnished to the Agent pursuant to or in connection with any Loan Document was based upon assumptions believed to be reasonable by the Borrower 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 Senior Lenders; 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 Senior Lenders, fails to reflect the IBI Consolidated Group's judgment as the most probable set of economic conditions and the IBI Consolidated 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.

13.1.10 *Securities Law Filings*. The IBI Income Fund 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)).

13.1.11 *Reporting Issuer*. The IBI Income Fund is a "reporting issuer" or the equivalent within the meaning of the securities legislation of all Provinces and Territories of Canada (where such concept exists) and is not in default of any material requirement of any applicable securities legislation or the regulations, rules or policies thereunder. All "material changes" (as such term is defined in the *Securities Act* (Ontario)) in the affairs of the IBI Income Fund have been publicly disclosed in compliance with the provisions of National Instrument 51-102 and the Borrower has no knowledge of any "material fact" (as such term is defined in the *Securities Act* (Ontario)) with regards to IBI Income Fund that has not been publicly disclosed.

13.1.12 *Listing of Capital Stock*. The IBI Income Fund's outstanding units, other than its non-participating voting units, are listed for trading on the Toronto Stock Exchange and the Borrower is not in default of any material requirement of any applicable by-laws, rules, regulations or policies of such stock exchange.

13.1.13 *No Material Adverse Change.* Since the date of the most recent audited financial statements of each of the Borrower and the IBI Income Fund furnished to the Lenders, there has been no Material Adverse Change.

13.1.14 *Compliance with Laws.* Each Security Provider is in material compliance with all Applicable Laws.

13.1.15 *All Authorizations Obtained and Registrations Made*. All authorizations and registrations necessary or of advantage to permit each Security Provider to execute, deliver and perform each Loan Document to which it is party, grant any Guarantee and Security and consummate the transactions contemplated thereby and own its assets and carry on its business have been obtained or effected and are in full force and effect, save and except for those authorizations that have not been obtained and the Required Lenders have waived their being obtained. Each Security Provider is in compliance with the requirements of all such authorizations and registrations and there is no judgment, Order or award outstanding or proceeding existing, pending or, to its knowledge, threatened which could reasonably be expected to result in the revocation, cancellation, suspension or any adverse modification of any of such authorizations and registrations.

13.1.16 *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.

13.1.17 *Real Property*. Each IBI Consolidated Group Member 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 financial statements of the IBI Consolidated Group provided to the Senior Lenders, except for real property interests disposed in the ordinary course of business since the date of those financial statements in compliance with the provisions of this Agreement.

13.1.18 *Personal Property.* Each IBI Consolidated Group Member 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 financial statements of the IBI Consolidated Group provided to the Senior Lenders, except for personal property disposed in the ordinary course of business since the date of those financial statements in compliance with the provisions of this Agreement.

13.1.19 *Intellectual Property.*

(a) Each IBI Consolidated 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 and/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 IBI Consolidated Group Member's rights therein.

(b) No IBI Consolidated Group Member is aware of any claim having been made that the use of any Material Intellectual Property Rights of any IBI Consolidated Group Member or the sale or licensing of any of the Software comprised therein does or may violate the rights of any other person.

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

13.1.20 *IBI Consolidated Group Organization.* Neither the IBI Income Fund nor the Borrower has any Subsidiaries other than inactive Subsidiaries and those depicted in the organization chart set out in Schedule 7 and those notified to the Agent after the Closing Date pursuant to and in accordance with the provisions of Subsection 14.1.6(i). The owners that are the IBI Income Fund, Subsidiaries of the IBI Income Fund or IBI Consolidated Group Members, beneficially and of record, of the issued Capital Stock of each such Subsidiary, are depicted in the organization chart set out in Schedule 7.

13.1.21 *Taxes.* Each IBI Consolidated Group Member has:

(a) delivered or caused to be delivered all Tax returns which are now due to the appropriate governmental authority;

(b) paid and discharged all Taxes payable by it when due;

(c) made provision for appropriate amounts in respect of any Taxes likely to be exigible in accordance with GAAP;

(d) withheld and collected all Taxes required to be withheld and collected by it and remitted such Taxes to the appropriate governmental authority when due; and

(e) 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 respecting an aggregate Tax liability for the entire IBI Consolidated Group not exceeding fifty percent (50%) of the Threshold Amount.

13.1.22 *Solvency*. Each Security Provider is Solvent.

13.1.23 *General Environmental Representations and Warranties*. With respect to the Environment:

(a) to the knowledge of each IBI Consolidated Group Member, the IBI Consolidated Group 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 IBI Consolidated Group Member (including its predecessors by Business Combination); and

(b) to the knowledge of each IBI Consolidated Group Member (without making specific enquiries of predecessors in title), 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 matters in respect of which (i) disclosure has been made to the Senior Lenders in Schedule 9 or to the Senior Lenders pursuant to Subsection 14.1.6(g) and (ii) non-compliance has not resulted in, and could not reasonably be expected to result in, (A) a loss and expense to any IBI Consolidated Group Member in an amount exceeding fifty percent (50%) of the Threshold Amount or (B) a Material Adverse Effect.

13.1.24 *Employee Relations.* There are no strikes, work stoppages or controversies pending or, to its knowledge, threatened between any IBI Consolidated Group Member and any of its employees (including unions representing employees), other than (a) employee grievances arising in the ordinary course of business which could not reasonably be expected to result in work stoppages and (b) those disclosed to the Agent pursuant to Subsection 14.1.6(h) all of which are Immaterial.

13.1.25 *Investment Company; Public Utility Holding Company*. No IBI Consolidated Group Member is, and after giving effect to any Borrowing no IBI Consolidated Group Member will be, an "investment company" or a company "controlled" by an "investment company" as such terms are defined in the United States *Investment Company Act of 1940*, as amended. No IBI Consolidated Group Member is subject to regulation under the United States *Federal Power Act*, the United States *Interstate Commerce Act* or 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 consummate the transactions contemplated by the Loan Documents.

13.1.26 *Federal Reserve Regulations*. No IBI Consolidated 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 (a) be used to purchase or carry any "margin stock" within the meaning of Regulation U, or (b) violate or be inconsistent with the provisions of Regulation U or Regulation X. None of the assets which are subject to any limitation on sale, pledge or other restriction under the Loan Documents have been, or will be, margin stock.

13.1.27 *ERISA Matters*. Neither the Borrower nor any ERISA Affiliate maintains or contributes to any Benefit Plan, Multiemployer Plan or Non-US Pension Plan. Each Plan which is intended to be qualified under Section 401(a) of the Internal Revenue Code as currently in effect either (a) has received a favourable determination letter from the IRS that the Plan is so qualified or (b) an application for determination of such tax-qualified status will be made to the IRS prior to the end of the applicable remedial amendment period under Section 401(a) of the Internal Revenue Code as currently in effect, and the Borrower or an ERISA Affiliate shall use commercially reasonable efforts to obtain promptly a determination letter with respect to such application. No IBI Consolidated Group Member maintains or contributes to any employee welfare benefit plan within the meaning of Section 3(1) of ERISA which provides benefits to employees after termination of employment other than as required by Section 601 of ERISA. Each IBI Consolidated Group Member is in compliance in all material respects with the responsibilities, obligations and duties imposed on it by ERISA and the Internal Revenue Code with respect to all Plans. No Benefit Plan has incurred any accumulated funding deficiency (as defined in Sections 302(a)(2) of ERISA and 412(a) of the Internal Revenue Code) whether or not waived. Neither the Borrower nor any ERISA Affiliate (i) has engaged in a non-exempt prohibited transaction described in Sections 406 of ERISA or 4975 of the Internal Revenue Code or (ii) has taken or failed to take any action which could reasonably be expected to constitute or result in a Termination Event. Neither the Borrower nor any ERISA Affiliate has incurred any potential liability under Sections 4063, 4064, 4069, 4204 or 4212(c) of ERISA. Neither the Borrower nor any ERISA Affiliate has incurred any liability to the PBGC which remains outstanding, other than the payment of premiums, and there are no premium payments which have become due which are unpaid. Schedule B to the most recent annual report filed with the IRS with respect to each Benefit Plan and furnished to the Lender is complete and accurate. Since the date of each such Schedule B, there has been no material adverse change in the funding status or financial condition of the Benefit Plan relating to such Schedule B. Neither the Borrower nor any ERISA Affiliate has (x) failed to make a required contribution or payment to a Multiemployer Plan or (y) made a complete or partial withdrawal under Sections 4203 or 4205 of ERISA from a Multiemployer Plan. Neither the Borrower nor any ERISA Affiliate has failed to make a required instalment or any other required payment under Section 412 of the Internal

Revenue Code on or before the due date for such instalment or other payment. Neither the Borrower nor any ERISA Affiliate is required to provide security to a Benefit Plan under Section 401(a)(29) of the Internal Revenue Code due to a Benefit Plan amendment that results in an increase in current liability for the plan year. No IBI Consolidated Group Member has, by reason of the transactions contemplated hereby, any obligation to make any payment to any employee pursuant to any Plan or existing contract or arrangement. The Borrower has given to the Lender copies of all of the following: each Benefit Plan and related trust agreement (including all amendments to such Plan and trust) in existence as of the date hereof and in respect of which the Borrower or any ERISA Affiliate is currently an "employer" as defined in Section 3(5) of ERISA, and the most recent actuarial report, determination letter issued by the IRS and Form 5500 filed in respect of each such Benefit Plan in existence; a listing of all of the Multiemployer Plans currently contributed to by the Borrower or any ERISA Affiliate with the aggregate amount of the most recent annual contributions required to be made by the Borrower and all ERISA Affiliates to each such Multiemployer Plan, any information which has been provided to the Borrower or an ERISA Affiliate regarding withdrawal liability under any Multiemployer Plan and the collective bargaining agreement pursuant to which such contribution is required to be made; and as to each employee welfare benefit plan within the meaning of Section 3(1) of ERISA which provides benefits to employees of any IBI Consolidated Group Member after termination of employment other than as required by Section 601 of ERISA, the plan document (or, if no plan document is available, a written description of the benefits provided under such plan), the actuarial report for such plan (if any), the aggregate amount of the most recent annual payments made to, or on behalf of, terminated employees under each such plan, and any information about funding to provide for such welfare benefits.

13.1.28 *Non-US Employee Benefit Matters*. Each Non-US Employee Benefit Plan is in compliance in all material respects with all laws, regulations and rules applicable thereto and the respective requirements of the governing documents for such Plan. With respect to any Non-US Pension Plan with a defined benefit element not wholly covered by insurance maintained or contributed to by any IBI Consolidated Group Member, the most recent valuation for such plan has been disclosed to the Agent. Contributions to such Non-US Pension Plan are being made at the rate recommended by actuarial advice to eliminate any projected benefit obligation (PBO) deficits disclosed in such valuations in the period prior to the next valuation, and no IBI Consolidated Group Member, or trustee has taken nor will take, any action which would materially increase any such deficit. With respect to any Non-US Employee Benefit Plan maintained or contributed to by any IBI Consolidated Group Member (other than a Non-US Pension Plan), reasonable reserves have been established in accordance with prudent business practice or where required by best accounting practices in the jurisdiction in which such Plan is maintained having regard to tax legislation. The aggregate unfunded liabilities, after giving effect to any reserves for such liabilities, with respect to such Plans would not be reasonably expected to result in a Material liability. There are no actions, suits or claims (other than routine claims for benefits) pending or, to the best knowledge of the Borrower, threatened against any IBI Consolidated Group Member or any ERISA Affiliate with respect to any Non-US Employee Benefit Plan.

13.1.29 *Anti-Terrorism and Anti-Money Laundering.*

(a) Compliance. The Borrower is not and shall not be, and, after making due inquiry, no person who owns a controlling interest in or otherwise controls the Borrower is or shall be, (i) listed on the Specially Designated Nationals and Blocked Persons List (the "**SDN List**") maintained by the United States Office of Foreign Assets Control ("**OFAC**"), United States Department of the Treasury, and/or on any other similar list ("**Other Lists**" and, collectively with the SDN List, the "**Lists**") maintained by the OFAC pursuant to any authorizing statute, Executive Order or regulation (collectively, "**OFAC Laws and Regulations**"); or (ii) a person (a "**Designated Person**") either (A) included within the term "designated national" as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515, or (B) designated under Sections 1(a), 1(b), 1(c) or 1(d) of Executive Order No. 13224, 66 Fed. Reg. 49079 (published September 25, 2001) or similarly designated under any related enabling legislation or any other similar Executive Orders (collectively, the "**Executive Orders**"). None of the IBI Consolidated Group Members (x) is a person or entity with which the Senior Lenders are prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law or (y) is a person or entity that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Orders or (z) is affiliated or associated with a person or entity listed in the preceding Clause (x) or Clause (y). To the knowledge of the Borrower, no IBI Consolidated Group Member, none of their Affiliates or Related Persons, nor any brokers or other lenders acting in any capacity in connection with the Advances hereunder (I) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to the Executive Orders or (II) engages in or conspires 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 any Anti-Terrorism Law.

(b) Funds Invested in IBI Consolidated Group Members. Each IBI Consolidated Group Member has taken, and shall continue to take, reasonable measures appropriate to the circumstances (and in any event as required by Applicable Law), with respect to each holder of a direct or indirect interest in such person, to assure that funds invested by such holders in such person are derived from legal sources ("**Anti-money Laundering Measures**"). The Anti-money Laundering Measures have been and shall be undertaken in accordance with the *Bank Secrecy Act*, 31 U.S.C. §§ 5311 et seq. ("**BSA**"), and all applicable laws, regulations and government guidance on BSA compliance and on the prevention and detection of money laundering violations under 18 U.S.C. §§ 1956 and 1957 (collectively with the BSA, "**Anti-money Laundering Laws**").

(c) No Violation of Anti-money Laundering Laws. To the Borrower's knowledge, no IBI Consolidated Group Member nor any holder of a direct or indirect interest in any IBI Consolidated Group Member (i) is under investigation by any governmental authority for, or has been charged with, or convicted of, money laundering under 18 U.S.C. §§ 1956 and 1957, drug trafficking, terrorist-related activities or other money laundering predicate crimes, or any violation of the BSA, (ii) has been assessed civil penalties under any Anti-money Laundering Laws, or (iii) has had any of its funds seized or forfeited in an action under any Anti-money Laundering Laws.

(d) Compliance with Anti-money Laundering Laws. Each IBI Consolidated Group Member has taken, and agrees that it shall continue to take, reasonable measures appropriate to the circumstances (in any event as required by Applicable Law), to ensure that such person is and shall be in compliance with all current and future Anti-money Laundering Laws and applicable laws, regulations and governmental guidance for the prevention of terrorism, terrorist financing and drug trafficking.

13.1.30 *Exempt Security Providers*. As at the Closing Date, the only Exempt Security Providers are Cogel Inc., DBSF, Sodem Holdco, Sodem, Gestion Soroma Ltée, Gestion Soroma (Mont-Orford) Inc., 9192-5826 Québec Inc., Services Récréatifs Demsis Inc., IBI China, IBI-HB Architects, Gescona, Giffel Green Inc., Giffels, LLC, Giffels Consulting Inc., Giffels, S. de R.L. de C.V., IBI Consultancy India PVT Ltd., IBI Group France SAS, IBI Gulf Limited, IBI Group International Limited, IBI Group Consultants (Ireland) Limited, IBI Group Consultants (Israel) Limited, IBI Group Consultants (International) Ltd. and IBI Hellas SA.

13.2 Repetition of Representations and Warranties

The representations and warranties made in Section 13.1 shall be deemed to be repeated by the Borrower on each Borrowing Date 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.

13.3 Nature of Representations and Warranties

The representations and warranties made in Section 13.1 or deemed repeated in Section 13.2 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 or on behalf of the Senior Lenders or Lenders' Counsel, and the Senior Lenders shall be deemed to have relied on such representations and warranties in the making of each Borrowing.

ARTICLE 14
COVENANTS OF THE BORROWER

14.1 Affirmative Covenants

Until all Loan Obligations owing by the Borrower to each of the Senior Lenders have been paid in full, the Borrower agrees with the Senior Lenders that it will, and (to the extent the context so admits) it will cause each other IBI Consolidated Group Member and each Security Provider to, duly perform and comply with, each of the following affirmative covenants (except to the extent waived by the Required Lenders):

14.1.1 *Punctual Payment.* Each Security Provider will duly and punctually pay each sum payable by it under each Loan Document to which it is a party at the time and place and in the manner provided for in such Loan Document.

14.1.2 *Conduct of Business.* Except to the extent expressly otherwise permitted by Subsection 14.2.7, each IBI Consolidated Group Member 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 the IBI Consolidated Group Business and own its assets in each jurisdiction in which it carries on business or its assets are located.

14.1.3 *Compliance with Applicable Laws.* Each IBI Consolidated Group Member will comply in all material respects with Applicable Laws.

14.1.4 *Compliance with Contracts.* Each IBI Consolidated Group Member will comply in all material respects with each of the contractual obligations owing by it to its customers, suppliers and other persons, save for non-compliance that is Immaterial.

14.1.5 *Financial Records.* Each IBI Consolidated Group Member will maintain complete records and books of account in accordance with GAAP.

14.1.6 *Financial Statements and Other Information.* The Borrower will deliver or cause to be delivered to the Agent (either in paper or electronic (pdf) form as the Agent may request):

(a) as soon as practicable and in any event within 90 days after the end of each Fiscal Year, (i) the annual consolidated financial statements of each of the Borrower and the IBI Income Fund prepared in accordance with GAAP audited by its Auditors (without qualification), (ii) management prepared financial statements for each Subsidiary of the Borrower, (iii) an Annual Business Plan and (iv) a Compliance Certificate from the Borrower 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 Fiscal Quarters of each Fiscal Year, (i) the unaudited quarterly consolidated financial statements of IBI Income Fund for the current Fiscal Year to such Fiscal Quarter end prepared in accordance with GAAP (subject to annual year end audit adjustments) and consisting in each case of a balance sheet and statements of income and retained earnings (or deficit) and of changes in cash position and (ii) a Compliance Certificate from the Borrower prepared as at such Fiscal Quarter end;

(c) as soon as practicable and in any event within 45 days after the end of each Fiscal Quarter, confirmation from AXA that the total amount guaranteed pursuant to the AXA Performance Bond Documents does not exceed (i) CAD9,371,000 (or the Equivalent in foreign currency) in respect of the Fiscal Quarters ending December 31, 2008 and March 31, 2009 and (ii) CAD9,000,000 (or the Equivalent in foreign currency) in respect of each Fiscal Quarter ending after March 31, 2009;

(d) as soon as it obtains knowledge of any Default, notice of such Default, together with an outline in reasonable detail of the action it is taking to remedy such Default;

(e) as soon as it obtains knowledge of any claim made by AXA under the AXA Performance Bond Documents or Export Development Canada under any EDC Indemnity, notice of such claim, together with an outline in reasonable detail of the particulars thereof;

(f) as soon as it obtains knowledge of any judgment, Order or award or the commencement of any proceeding or dispute affecting any IBI Consolidated Group Member, any Security Provider or any of their respective assets or affairs which, either alone or when aggregated with all other such proceedings, has resulted in, or could reasonably be expected to result in, (i) a Material Adverse Effect, or (ii) any single judgment, Order or award ordering any IBI Consolidated Group Member to pay more than the Threshold Amount or multiple judgments, Orders or awards ordering any IBI Consolidated Group Member or IBI Consolidated Group Members to pay more than the Threshold Amount in the aggregate, notice of such judgment, Order or award or proceeding, together with an outline in reasonable detail of the particulars thereof, Borrower's Counsel's assessment of the merits thereof and the action such IBI Consolidated Group Member is taking in respect thereof;

(g) as soon as it obtains knowledge of any Environmental claim against any IBI Consolidated Group Member, notice of such claim, together with an outline in reasonable detail of the particulars thereof;

(h) as soon as it obtains knowledge thereof, notice of any actual or threatened strikes or work stoppages and outline in reasonable detail in such notice the expected resolution thereof;

(i) reasonable prior written notice of, and as soon as practicable after it occurs, notice of its creation or acquisition of any new Subsidiary and a copy of the Constitutional Documents of such new Subsidiary;

(j) promptly upon furnishing them to unitholders of the IBI Income Fund, copies of all information circulars, management reports, financial statements and proxy statements furnished to the unitholders of the IBI Income Fund;

(k) 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 the IBI Income Fund files with the Ontario Securities Commission, the Securities and Exchange Commission or any other securities' regulatory authority;

(l) upon request from time to time by the Agent, notice of the financial position of any Exempt Security Provider, and the extent to which, if any, any Exempt

Security Provider is then able to provide the Guarantee and Security contemplated by Section 12.2(a);

(m) from time to time, such additional information regarding any of the assets and affairs of the IBI Consolidated Group, each Security Provider and the IBI Income Fund as the Agent may reasonably request; and

(n) as soon as practicable and in any event within 45 days after the end of each of the second and fourth Fiscal Quarters of each Fiscal Year, a detailed list of all material contracts in progress by client name, country, project, contract amount and start date, together with confirmation that no material overruns related to such material contracts have occurred.

14.1.7 *Rights of Inspection.* At any time and from time to time, upon reasonable prior written notice to any IBI Consolidated Group Member, each IBI Consolidated Group Member will permit any representative of any Senior Lender, at the expense of the Borrower, to attend at the premises of such IBI Consolidated Group Member and examine and make copies of any abstracts from the records and books of account of any IBI Consolidated Group Member and to discuss any of the assets and affairs of any IBI Consolidated Group Member with any of its directors, Responsible Officers and with any of its Auditors or other representatives.

14.1.8 *Maintenance of Properties.* Each IBI Consolidated Group Member will maintain in good repair, working order and condition (reasonable wear, tear and obsolescence excepted) its 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 consistent with prudent business judgment.

14.1.9 *Maintenance of Insurance*. The Borrower will insure, or cause to be insured at all times, all of the assets of the IBI Consolidated Group with financially sound and reputable insurance companies covering such assets in an amount of at least their replacement value and against public liability, in at least such amounts and against at least such risks as are usually insured against by persons of similar size and carrying on a similar business or holding similar assets and the Borrower shall furnish to the Agent upon written request, full information as to the insurance carried. The Borrower shall cause the Senior Lenders to be named in each such policy as secured party or mortgagee and first loss payee and additional insured, as appropriate, in a manner acceptable to the 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 Agent in the event of cancellation of the policy for any reason whatsoever and a clause or endorsement stating that the interest of the Senior Lenders shall not be impaired or invalidated by any act or neglect of any IBI Consolidated Group Member or the owner of any premises for purposes more hazardous than are permitted by such policy. No IBI Consolidated Group Member will do or omit to be done anything which could breach or invalidate any such insurance and the Borrower will punctually pay all premiums and other amounts necessary for maintaining such insurance as the same become due. The Borrower shall obtain and, upon request, provide the Agent with certificates of insurance for and certified copies of the policies effecting the insurance required by this Section 14.1.9.

14.1.10 *Payment of Taxes and Claims.* Each IBI Consolidated Group Member will:

(a) pay and discharge all lawful claims for labour, material and supplies when due;

(b) deliver or cause to be delivered all Tax returns when they are due to the appropriate governmental authority;

(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 when due in the manner required by Applicable Law; and

(e) pay and discharge all Statutory Prior Claims when due.

14.1.11 *Comply with Environmental Laws.* Each IBI Consolidated Group Member will cause its representatives to:

(a) manage and operate the IBI Consolidated Group Facilities in compliance with all Environmental Laws;

(b) maintain all authorizations and make all registrations required under all Environmental Laws in relation to the IBI Consolidated Group Facilities and remain in compliance therewith; and

(c) store, treat, transport, generate, otherwise handle and dispose of all Contaminants and Waste owned, managed or controlled by it in compliance with all Environmental Laws,

with the exception of failure or non-compliance (i) which is disclosed to the Senior Lenders in Schedule 9 or to the Agent within 10 Business Days of any Responsible Officer of the Borrower first becoming aware of it pursuant to this Section 14.1.11, (ii) in respect of which no loss and expense in excess of fifty percent (50%) of the Threshold Amount has been or could reasonably be expected to be incurred by any IBI Consolidated Group Member and (iii) in respect of which no Material Adverse Effect has occurred or could be reasonably be expected to occur.

14.1.12 *ERISA and Analogous Notices*. The Borrower shall deliver or cause to be delivered to the Agent the following information and notices as soon as reasonably possible, and in any event within twenty (20) Business Days:

(a) after the Borrower or any ERISA Affiliate knows that a Termination Event has occurred, a written statement of a Responsible Officer of the Borrower describing such Termination Event and the action, if any, which the Borrower or any ERISA Affiliate has taken, is taking or proposes to take with respect thereto, and when known, any action taken or threatened by the IRS, DOL or PBGC (or any analogous foreign governmental authority in relation to Non-US Pension Plans) with respect thereto;

(b) after any IBI Consolidated Group Member knows that a prohibited transaction defined in Section 406 of ERISA or Section 4975 of the Internal Revenue Code has occurred, a statement of a Responsible Officer of the Borrower describing such transaction and the action which the Borrower or any ERISA Affiliate has taken, is taking or proposes to take with respect thereto;

(c) after the filing of the same with the IRS, a copy of each funding waiver request filed with respect to any Benefit Plan and all communications received by the Borrower or any ERISA Affiliate with respect to such request;

(d) after the Borrower or any ERISA Affiliate receives notice of the PBGC's intention to terminate a Benefit Plan or to have a trustee appointed to administer a Benefit Plan, copies of each such notice;

(e) after the Borrower or any ERISA Affiliate receives notice of any unfavourable determination letter from the IRS regarding the qualification of a Plan under Section 401(a) of the Internal Revenue Code, copies of each such notice and letter;

(f) after the Borrower or any ERISA Affiliate receives notice from a Multiemployer Plan regarding the imposition of withdrawal liability, copies of each such notice;

(g) after the Borrower or any ERISA Affiliate fails to make a required instalment or any other required payment under Section 412 of the Internal Revenue Code on or before the due date for such instalment or payment, a notification of such failure;

(h) with respect to a Non-US Pension Plan, after the Borrower or any IBI Consolidated Group Member fails to make a required instalment or other payment in accordance with a schedule of contributions, according to the terms of such Non-US Pension Plan or as otherwise required by a foreign governmental authority, a notification of such failure;

(i) after the Borrower or any ERISA Affiliate knows (i) a Multiemployer Plan has been terminated, (ii) the administrator or plan sponsor of a Multiemployer Plan intends to terminate a Multiemployer Plan, or (iii) the PBGC has instituted or will institute proceedings under Section 4042 of ERISA to terminate a Multiemployer Plan, notice of such events; and

(j) after the Borrower receives reasonable advance written notice from the Agent requesting the same, copies of any Non-US Employee Benefit Plan and related documents, reports and correspondence specified in such notice.

14.1.13 *ERISA Compliance*. The Borrower shall, and shall cause each other IBI Consolidated Group Member to, and shall use its best efforts to cause its ERISA Affiliates who are not IBI Consolidated Group Members to, establish, maintain and operate all Plans to comply in all material respects with the provisions of ERISA, the Internal Revenue Code, all other Applicable Laws and the respective requirements of the governing documents for such Plans.

14.1.14 *Non-US Employee Benefit Plan Compliance*. The Borrower shall, and shall cause each other IBI Consolidated Group Member to, establish, maintain and operate all Non-US Employee Benefit Plans to comply in all material respects with all laws, regulations and rules applicable thereto and the respective requirements of the governing documents for such Plans.

14.1.15 *Interest Holders*. The Borrower also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any other direct interest in any IBI Consolidated Group Member is or shall be listed on any of the Lists or is or shall be a Designated Person. This Section 14.1.15 shall not apply to any person to the extent that such person's interest in any IBI Consolidated Group Member is through a US Publicly Traded Entity. If requested by the Agent, the Borrower shall deliver to the Agent a schedule of the name, legal domicile address and (for entities) place of organization of each holder of a direct or indirect legal or beneficial interest in the IBI Consolidated Group Members.

14.1.16 *Anti-Terrorism Policies*. The Borrower agrees to adopt and maintain adequate policies, procedures and controls to ensure that it is in compliance with all Anti-Terrorism Laws and related government guidance (such policies, procedures and controls are collectively, the "**Anti-Terrorism Policies**"). The Borrower consents to the disclosure to U.S. regulators and law enforcement authorities by any Senior Lender or any of its Affiliates of such information about any IBI Consolidated Group Member and the owners of direct and indirect interests in any IBI Consolidated Group Member that such Senior Lender reasonably deems necessary or appropriate to comply with applicable Anti-Terrorism Laws and Anti-money Laundering Laws.

14.1.17 *Notification; Quarantine Steps*. The Borrower shall immediately notify the Agent if such person obtains knowledge that any holder of a direct or indirect interest in any IBI Consolidated Group Member, or any director, manager or officer of any of such holder, (a) has been listed on any of the Lists, (b) has become a Designated Person, (c) is under investigation by any governmental authority for, or has been charged with or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes, or any violation of the BSA, (d) has been assessed civil penalties under any Anti-money Laundering Laws, or (e) has had funds seized or forfeited in an action under any Anti-money Laundering Laws.

14.1.18 *Use of Proceeds.* The Borrower shall use the proceeds of each Advance under the Credit Facilities solely for the purposes described in Section 2.1, 2.2, 2.2, 2.3 , 3.1 or 4.1 as applicable.

14.1.19 *Hedge.* Upon request from the Required Lenders from time to time, the Borrower shall enter into such Derivatives hedging the Borrower's interest rate exposure under the Credit Facilities as the Required Lenders may reasonably require.

14.1.20 *Exempt Security Providers*. Within 30 days of request from the Required Lenders, the Borrower shall provide or cause to be provided to the Required Lenders the Guarantee and/or Security contemplated to be provided by any Exempt Security Provider (other than DBSF) by Section 12.2 if, as, when and to the extent the Guarantee and/or Security is no longer prohibited by applicable law or the Agent determines that the costs of granting such Guarantee and/or Security are not materially greater than the benefit received by the Senior Lenders therefrom.

14.1.21 *AXA*. The Borrower shall cause AXA either to enter into a subordination agreement and/or cessation of rank with respect to Sodem, Gestion Soroma Ltée or Cogel Inc. in favour of the Senior Lenders in form and substance satisfactory to the Agent or discharge all Liens held by AXA against Sodem, Gestion Soroma Ltée or Cogel Inc., in either case at the same time that the Borrower is required to provide the Guarantee and Security contemplated by Subsection 14.1.20 from Sodem, Gestion Soroma Ltée or Cogel Inc., respectively.

The Lenders agree to accept the Borrower's obligations under Subsections 14.1.20 and 14.1.21 in lieu of the Borrower's obligations under the DAA Waiver and Consent to satisfy conditions (i) and (iii) on page 2 of the DAA Waiver and Consent. The Lenders also confirm that the Borrower has been released of its obligations under clause (3) on page 3 of the DAA Waiver and Consent.

14.2 Negative Covenants

Until all Loan Obligations owing by the Borrower to each of the Senior Lenders have been paid in full, the Borrower agrees with the Senior Lenders that it will, and (where the context so admits) it will cause each other IBI Consolidated Group Member and Security Provider to, duly perform and comply with each of the following negative covenants (except to the extent waived by the Required Lenders):

14.2.1 *Limitation on Debt.* No IBI Consolidated Group Member will create, assume, incur, otherwise become liable upon or permit to exist any Debt, other than:

(a) Debt of an IBI Consolidated Group Member secured by any Permitted Lien described in paragraphs (q), (r), (s) and (u) of Subsection 14.2.5;

(b) unsecured Debt owing by a Secured Group Member to Unrelated Parties in an aggregate outstanding amount for the entire IBI Consolidated Group of up to fifty percent (50%) of the Threshold Amount;

(c) Subordinated Debt of a Secured Group Member;

(d) Debt of a Secured Group Member under any Loan Document;

(e) Out-of-the-Money Derivative Exposure of a Secured Group Member permitted under Subsection 14.2.15;

(f) Debt owing by one IBI Consolidated Group Member to another; provided that the aggregate outstanding amount of all such Debt owing by all IBI Consolidated Group Members that are not Secured Group Members to one or more other IBI Consolidated Group Members may not exceed 50% of the Threshold Amount;

(g) Debt permitted under Subsection 14.2.2; or

(h) the obligations of the Borrower to make the Remaining Acquisition Payments.

14.2.2 *Financial Assistance.* No IBI Consolidated Group Member will provide any financial assistance by means of a loan, guarantee or otherwise to any person, other than:

(a) to another IBI Consolidated Group Member that is a Secured Group Member;

(b) to another IBI Consolidated Group Member that is not a Secured Group Member so long as the aggregate outstanding value of all financial assistance permitted by this paragraph (b) for the entire IBI Consolidated Group (excluding the amount permitted pursuant to paragraph (d)) does not exceed the Threshold Amount;

(c) a guarantee by any IBI Consolidated Group Member in respect of any EDC Indemnity;

(d) Permitted Investments; or

(e) a guarantee by each of DAA, Sodem Holdco, Gestion Soroma Ltée and Cogel Inc. of Sodem's obligations to AXA under the agreements referred to in paragraph (r) of Subsection 14.2.5.

14.2.3 *Sale of Assets.* No IBI Consolidated Group Member will dispose of any of its assets, except for:

(a) disposals of inventory made in the ordinary course of carrying on its day to day business for cash or Cash Equivalent to Unrelated Parties;

(b) disposals of obsolete, redundant, damaged or otherwise unusable goods, machinery and equipment;

(c) disposals of any of its assets to another IBI Consolidated Group Member permitted to be made pursuant to Subsection 14.2.21 or to any Secured Group Member;

(d) disposals of defaulted accounts in order to realize on them in a commercially reasonable manner; or

(e) disposals of assets at fair market value to any person that is not an IBI Consolidated Group Member in any period of four (4) consecutive Fiscal Quarters having a fair market value for the entire IBI Consolidated Group of up to 50% of the Threshold Amount;

provided that no Default has occurred or could reasonably be expected to occur as a consequence of such disposal.

14.2.4 *Disposals of Subsidiaries*. No IBI Consolidated Group Member will dispose of any Capital Stock in any Subsidiary, or permit any Subsidiary to issue Capital Stock to any person other than to another IBI Consolidated Group Member that is a Secured Group Member, except for:

(a) disposals of Capital Stock in Subsidiaries that are not Secured Group Members;

(b) disposals of Capital Stock in Subsidiaries to any Secured Group Member; or

(c) issuances of Capital Stock by Subsidiaries that are not Secured Group Members;

provided that no Default has occurred or could reasonably be expected to occur as a consequence of such disposal or issuance.

14.2.5 *Negative Pledge Generally.* No IBI Consolidated Group Member will create, incur, assume or otherwise become liable upon or permit to exist any Lien on, against or with respect to any of its assets, except for:

(a) liens in respect of Statutory Prior Claims, but only if the obligations secured by such liens are paid when due;

(b) liens for assessments or governmental charges or levies which are paid when due or, if overdue, the validity or amount of which is being contested in good faith by appropriate proceedings and in respect of which adequate steps have been taken (which may include cash being paid to or pledged with the relevant governmental authority) to prevent penalties from being imposed, interest from accruing and the commencement or continuation of enforcement proceedings and adequate reserves in accordance with GAAP have been recorded on the consolidated balance sheet of the Borrower;

(c) construction, mechanics, carriers, warehousemen's, storage, repairers and materialmen's liens but only if the obligations secured by such liens are paid when due and no Lien has been registered against any assets of any IBI Consolidated Group Member or if a Lien has been registered, same is being vigorously defended in good faith by appropriate proceedings and appropriate steps have been taken to prevent any disposal of such assets;

(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 IBI Consolidated Group Member or impair the validity, priority or realizable value of the Security;

(e) the right (so long as it is not exercised) reserved to or vested in any governmental authority by the terms of any authorization acquired by any IBI Consolidated Group Member or by any statutory provision, to terminate any such authorization, 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 IBI Consolidated 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 or any foreign jurisdiction or any political subdivision of any thereof, provided they are not exercised;

(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 could not reasonably be expected 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 IBI Consolidated Group Member;

(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 be reasonably expected to, adversely affect the use or intended use of any assets of any IBI Consolidated 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 IBI Consolidated 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 Material asset of any IBI Consolidated Group Member or impair the use thereof in the conduct of business of any IBI Consolidated Group Member;

(k) 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;

(l) any agreement or arrangement pursuant to which an IBI Consolidated Group Member pledges cash to any insurer, guarantor, third party contractor, public utility or governmental authority made in the ordinary course of business to secure the performance of bids, tenders, contracts (other than contracts of Debt), leases, customs duties and other similar obligations;

(m) liens arising solely by virtue of any statutory or common law provision relating to banker's liens, rights of combination of accounts or similar rights in the ordinary course of conducting day-to-day banking business in relation to deposit accounts or other funds maintained with a creditor depository institution (collectively, "Banker's Liens") provided that such Banker's Liens (A) do not relate to any deposit account that is a dedicated cash collateral account which is subject to restrictions against access by the depositor or account holder, (B) do not relate to any deposit account intended by the depositor or account holder to provide collateral to the depository institution, and (C) are not intended directly or indirectly to secure the payment or performance of Indebtedness or any other obligation;

(n) the reversionary interests of landlords under operating leases of real property (that are not capital leases and do not create Debt) with an IBI Consolidated Group Member as tenant;

(o) the tenancy rights of tenants under operating leases of real property (that are not capital leases and do not create Debt) with an IBI Consolidated 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 (that are not capital leases and do not create Debt);

(q) in addition to the Liens referred to elsewhere in this definition, Liens over specific items of property (as opposed to Liens over all or any substantial part of the undertaking, property and assets of an IBI Consolidated Group Member), excluding the Capital Stock of any IBI Consolidated Group Member, in favour of Unrelated Parties securing Debt outstanding at any time for the IBI Consolidated Group in an aggregate amount not exceeding the greater of (i) the amount equal to ten percent (10%) of Total Tangible Assets or (ii) the Threshold Amount;

(r) the Liens in favour of AXA constituted by (i) the agreements attached as Exhibit 7 to the DAA Waiver and Consent, subject to satisfaction of the Borrower's obligations under Subsection 14.1.21, the indemnity and security agreement dated May 1, 2006 among AXA, Sodem, Gestion Soroma Ltée, Cogel Inc., DAA and Sodem Holdco and (iii) the moveable hypothec dated May 1, 2006 among the Borrower, AXA and DAA;

(s) the Liens (if any) created under any EDC Indemnity;

(t) the Liens created by the Security and any other Liens created in favour of the Senior Lenders; and

(u) such other Liens securing such obligations as may be approved by the Required Lenders from time to time.

14.2.6 *Negative Pledge – Exempt Subsidiaries*. No Exempt Security Provider will create, incur, assume or otherwise become liable upon or permit to exist any Lien on, against or with respect to any of its assets, except for Permitted Liens described in any of paragraphs (a) to (p) inclusive, (r) and (u) of the definition of Subsection 14.2.5.

14.2.7 *No Merger, Amalgamation, etc.* No IBI Consolidated Group Member will enter into any merger, amalgamation, arrangement, consolidation, business combination, capital reorganization, liquidation, winding-up, dissolution or similar transaction (each, a "**Business Combination**"), except that any IBI Consolidated Group Member that is a Wholly-Owned Subsidiary of the Borrower may liquidate or dissolve voluntarily into the Borrower or another such Wholly-Owned Subsidiary or merge, consolidate or amalgamate with and into any other IBI Consolidated Group Member that is a Wholly-Owned Subsidiary of the Borrower so long as:

(a) no Default has occurred and is continuing at such time nor would any result from such Business Combination;

(b) the successor resulting from the Business Combination (the “**Merged Entity**”) possesses all the property, rights, privileges and franchises of each IBI Consolidated Group Member party to such Business Combination (each, a “**Merging Group Member**”) and assumes and is subject to all the obligations and liabilities of each such Merging Group Member under each Loan Document to which such Merging Group Member is party;

(c) the benefits of each Loan Document to which each Merging Group Member is a party extend to the performance by the Merged Entity of its obligations under each Loan Document;

(d) the validity, enforceability and effect of the Loan Documents, and the validity, effect, priority and perfection of the Security, shall not be affected in any adverse way;

(e) the Merged Entity is a Wholly-Owned Subsidiary of the Borrower and an IBI Consolidated Group Member; and

(f) legal counsel 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 Agent, addressing such matters referred to in paragraphs (a) to (e) above as the Agent shall reasonably require.

14.2.8 *Nature of Business.* No IBI Consolidated Group Member will change the nature of the IBI Consolidated Group Business or cease to carry on the IBI Consolidated Group Business or any substantial part thereof; and no IBI Consolidated Group Member will engage in any new business other than a business engaged solely in an IBI Consolidated Group Business.

14.2.9 *Limitation on Investments.* No IBI Consolidated Group Member will make any new Investments, other than:

(a) Investments in Cash Equivalents, subject to Subsection 14.2.22;

(b) Investments in sustaining Capital Expenditures in any existing IBI Consolidated Group Member;

(c) Acquisitions that are comprised of newly formed or acquired Wholly-Owned Subsidiaries that are or within agreed time limits become Secured Group Members (unless exempted under Section 12.2(a)) or businesses acquired by it or another Secured Group Member; provided that (A) the business carried on by the newly formed or acquired Wholly-Owned Subsidiary or the business acquired is comprised entirely of an IBI Consolidated Group Business, (B) the EBITDA of the acquired Wholly-Owned Subsidiary or attributable to the business acquired for each of the immediately preceding three Fiscal Years is positive, (C) the Borrower provides the Agent with quarterly pro forma consolidated financial statements and pro forma calculations for the Test Period ending immediately prior to the proposed effective date of the completion of the Acquisition of the financial covenants set out in Section 14.3 giving effect to such Acquisition (ie. the financial results of the Acquisition are included in such calculations) and showing compliance therewith, (D) the Required Lenders, if they shall so request, must complete and be satisfied with the results of its due diligence enquiries in respect of such Acquisition, and (E) if such Acquisition would exceed CAD5,000,000 (or the foreign currency equivalent), (i) the Borrower provides the Agent with three year financial projections giving pro forma effect to such Acquisition and which demonstrate projected compliance with the financial covenants set out in Section 14.3 and the Required Lenders are satisfied with the reasonableness of such projections and (ii) the Required Lenders are satisfied with the key management personnel retained after such Acquisition is made; or

(d) Investments contemplated by the DAA Acquisition Agreements;

provided that, in the case of paragraph (c), no Default has occurred or could reasonably be expected to occur after such Investment is made and such Investment is in an IBI Consolidated Group Business.

14.2.10 *Redemptions and Distributions; Dividends.* No IBI Consolidated Group Member will (a) declare, set apart for payment or pay any dividends or other Distributions on Capital Stock of any IBI Consolidated Group Member to holders of any of its Capital Stock or (b) redeem, retract, purchase for cancellation or retire or otherwise acquire for value in any manner any of its Capital Stock or otherwise reduce its capital in any manner; except (i) a Distribution made solely to a Secured Group Member, (ii) cash distributions on partnership units in the Capital Stock of the Borrower described in the Prospectus in an aggregate amount during each Fiscal Quarter not to exceed Distributable Cash for that Fiscal Quarter, (iii) Long Term Incentive Plan Payments, (iv) distributions of units of IBI Income Fund and purchases for cancellation of Class B Units in the Capital Stock of the Borrower in exchange for units of IBI Income Fund as described in the Prospectus and (v) distributions on Class C Units in the Capital Stock of the Borrower to the extent and in the manner provided for under the Borrower's Constitutional Documents; provided, in each case, that no Default has occurred or could reasonably be expected to occur upon same taking place or on or before the expiry of the first full Test Period ending after the date same takes place.

14.2.11 *Administration Agreement*. No IBI Consolidated Group Member will change the Administration Agreement, except for changes that are Immaterial, nor will any IBI Consolidated Group Member make any payment thereunder, except to the extent it is legally obliged to do so.

14.2.12 *Joint Ventures*. No IBI Consolidated Group Member will make any equity Investment or otherwise participate in any joint venture, co-ownership, partnership or other business arrangement pursuant to which it shares the risks of profit or loss with any other person, save and except in the ordinary course of business consistent with the manner in which the Management Partnership conducted the IBI Consolidated Group Business before its acquisition by the Borrower.

14.2.13 *Rents*. No IBI Consolidated Group Member will enter into any lease or Lease Equivalents if (a) the Rents payable by the Borrower on a consolidated basis would exceed the greater of (A) CAD20,000,000 or (B) 6.5% of the consolidated revenue of the Borrower (or the foreign currency Equivalent) for any Test Period or (b) the Rents payable thereunder exceed fair market value rates.

14.2.14 *Restriction on Subsidiaries*. No IBI Consolidated Group Member will create or acquire, directly or indirectly, any Subsidiary, unless such Subsidiary becomes a Secured Group Member at the time or within the time period prescribed under Section 12.2(a) (unless exempted under Section 12.2(a)) and, in either case, the Investment made in such Subsidiary complies with the provisions of Subsection 14.2.9. Each other IBI Consolidated Group Member holding Capital Stock in such Subsidiary will pledge the entire Capital Stock held in each such Subsidiary to the Senior Lenders at the time or within the time period prescribed under Section 12.2(b).

14.2.15 *Derivatives*. No IBI Consolidated Group Member will enter into any Derivative, except for the purpose of paying or hedging its actual or anticipated normal business capital expenditures and operating revenues and expenses or hedging its interest rate or currency exposure on its Debt.

14.2.16 *Fiscal Year*. No IBI Consolidated Group Member will change its fiscal year to any fiscal year other than to the Fiscal Year.

14.2.17 *Constitutional Documents.* No IBI Consolidated Group Member will change its Constitutional Documents, except (a) to the extent permitted by Subsection 14.2.7 and (b) for any change that is Immaterial.

14.2.18 *Benefit Plans*. No IBI Consolidated Group Member will:

(a) engage, or permit any of its Subsidiaries to engage, in any prohibited transaction described in Sections 406 of ERISA or 4975 of the Internal Revenue Code for which a statutory or class exemption is not available or a private exemption has not been previously obtained from the DOL;

(b) permit to exist any accumulated funding deficiency (as defined in Sections 302 of ERISA and 412 of the Internal Revenue Code), with respect to any Benefit Plan, whether or not waived;

(c) fail, or permit any ERISA Affiliate who is an IBI Consolidated Group Member to fail, to pay timely required contributions or annual instalments due with respect to any waived funding deficiency to any Benefit Plan;

(d) terminate, or permit any ERISA Affiliate who is an IBI Consolidated Group Member to terminate, any Benefit Plan which would result in any liability of the Borrower or any ERISA Affiliate under Title IV of ERISA;

(e) fail to make any contribution or payment to any Multiemployer Plan which the Borrower or any ERISA Affiliate may be required to make under any agreement relating to such Multiemployer Plan, or any law pertaining thereto;

(f) fail, or permit any ERISA Affiliate who is an IBI Consolidated Group Member to fail, to pay any required instalment or any other payment required under Section 412 of the Internal Revenue Code on or before the due date for such instalment or other payment;

(g) amend, or permit any ERISA Affiliate that is an IBI Consolidated Group Member to amend, a Benefit Plan resulting in an increase in current liability for the plan year such that the Borrower or any ERISA Affiliate is required to provide security to such Plan under Section 401(a)(29) of the Internal Revenue Code;

(h) permit any further unfunded liabilities with respect to any Non-US Pension Plan which would trigger a requirement to make a material increase in contributions to fund any such liabilities; or

(i) fail, or permit any other IBI Consolidated Group Member to fail, to pay any required contributions or payments to a Non-US Pension Plan on or before the due date for such required instalment or payment.

14.2.19 *Anti-Terrorism Laws*. No IBI Consolidated Group Member will, directly or indirectly, (a) knowingly conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Designated Person or any other person identified in any List, (b) knowingly deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to any Anti-Terrorism Law, (c) knowingly repay any Advance with any funds derived from any unlawful activity with the result that the making of the Loans would be in violation of law, or (d) knowingly 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 any Anti-Terrorism Law (and the Borrower shall deliver to the Agent any certification or other evidence requested from time to time by any Senior Lender in its reasonable discretion, confirming compliance with this Section 14.2.19).

14.2.20 *No Violation of Anti-Terrorism Laws*. No IBI Consolidated Group Member or Security Provider shall (a) violate any of the prohibitions set forth in the Anti-Terrorism Laws applicable to it or the business that it conducts, and (b) require any Senior Lender to take any action that would cause any Senior Lender to be in violation of the prohibitions set forth in the Anti-Terrorism Laws, it being understood that any Senior Lender can refuse to honour any such request or demand otherwise validly made by the Borrower under this Agreement or any Loan Document.

14.2.21 *Arm's Length Arrangements.* No IBI Consolidated Group Member will enter into an agreement, transaction or other arrangement with an Affiliate or any other person with whom it is not dealing at arm's length (excluding a Secured Group Member) unless such agreement, transaction or arrangement is made 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.

14.2.22 *Unperfected Bank Accounts.* No IBI Consolidated Group Member shall maintain any cash balance in any bank or other deposit account with any bank or other financial institution that is not subject to the first priority Lien of the Security (an "**Unperfected Bank Account**"), save and except that any IBI Consolidated Group Member that carries on an active business in the United States or any other jurisdiction that requires an account control agreement or other agreement amongst the IBI Consolidated Group Member concerned, the depository institution and the Agent to be in place in order to create such a first priority Lien in favour of the Senior Lenders may maintain cash balances in an Unperfected Bank Account to the extent such cash balances arise in the ordinary course of conducting day to day business; provided that the aggregate sum of all cash balances in all Unperfected Bank Accounts maintained by any IBI Consolidated Group Member shall not at any time exceed the sum of (i) USD100,000 plus (ii) the aggregate amount of the next payroll of that IBI Consolidated Group Member plus (iii) the amount, if any, by which (A) cash expenditures of that IBI Consolidated Group Member projected to be made over the next 14 day period are projected to exceed (B) cash receipts projected to be received over the next 14-day period.

14.2.23 *DAA Management Fees Agreement*. No IBI Consolidated Group Member will pay any amount payable pursuant to Section 2.2(a) of the DAA Management Fees Agreement if a Default has occurred or could reasonably be expected to occur upon such payment taking place or on or before the expiry of the first full Test Period ending after the date such payment takes place.

14.2.24 *EDC Indemnity*. No IBI Consolidated Group Member will change an EDC Indemnity, except for any change that is Immaterial.

14.2.25 *Acquisition Agreements*. No IBI Consolidated Group Member will change any of the DAA Acquisition Agreements and the HBEW Acquisition Agreement, except for any change that is Immaterial, and no IBI Consolidated Group Member will make any payment thereunder, except to the extent it is legally obliged to do so.

14.2.26 *AXA Performance Bond Documents*. No IBI Consolidated Group Member will change any of the AXA Performance Bond Documents, except for any change that is Immaterial.

14.3 Financial Covenants

Until payment in full of all Loan Obligations owing by the Borrower to each of the Senior Lenders, the Borrower agrees with the Senior Lenders that it will ensure that each of the following financial tests is complied with (except to the extent waived by the Required Lenders):

14.3.1 *Funded Debt/EBITDA Ratio*. The Funded Debt/EBITDA Ratio for any Test Period shall not exceed 2.50:1.

14.3.2 *Fixed Charge Coverage Ratio*. The Fixed Charge Coverage Ratio for any Test Period shall not be less than 1.1:1 at any time.

14.3.3 *Current Ratio*. The ratio for any Test Period of the consolidated current assets of the Borrower to the consolidated current liabilities of the Borrower (excluding any current portion of Debt under the Term Facility) shall not be less than 1.2:1 at any time.

ARTICLE 15
EVENTS OF DEFAULT

15.1 Events of Default

An "Event of Default" shall occur if any of the following defaults, breaches, failures, events, states or conditions occur or exist at any time.

15.1.1 *Non-Payment of Principal*. The Borrower fails to pay any principal amount outstanding hereunder when due.

15.1.2 *Non-Payment of Interest and Other Amounts*. The Borrower fails to pay any interest, Fee or other amount (excluding principal) payable hereunder when due and such failure continues unremedied for more than three (3) Business Days.

15.1.3 *Misrepresentation*. Any representation or warranty which is not already subject to a materiality qualification made or deemed made by any IBI Consolidated Group Member or Security Provider in any Loan Document is found to have been false, inaccurate or incomplete in any material respect or any representation or warranty which is subject to a materiality qualification made or deemed made by any IBI Consolidated Group Member or Security Provider in any Loan Document is found to have been false, inaccurate or incomplete in any respect.

15.1.4 *Financial Tests*. Any financial test contained in Section 14.3 is not complied with.

15.1.5 *Breach of Certain Covenants*. The Borrower fails to perform or comply with any provision or obligation contained in Article 12, Section 14.2 or Subsection 14.1.20 or 14.1.21 or in the Security Document listed as the Principal Agreement Assignment Agreement in item #4 in Schedule 8 or any step is taken to change any Principal Agreement (referred to and defined in such Principal Agreement Assignment Agreement), or any provision thereof which is not permitted by such Principal Agreement Assignment Agreement, without the consent of the Required Lenders.

15.1.6 *Breach of Other Covenants*. Any IBI Consolidated Group Member or Security Provider fails to perform or comply with any provision or obligation contained in any Loan Document to which it is a party and such failure continues unremedied for a period of 30 days after any IBI Consolidated Group Member or Security Provider knows of such failure (other than those referred to in Subsections 15.1.1 to 15.1.5 inclusive).

15.1.7 *Cross-Default*. Any IBI Consolidated Group Member defaults under any one or more documents relating to Debt (other than Debt under this Agreement) in an aggregate amount exceeding the Threshold Amount and, if there is any cure period applicable to such default, such cure period lapses without the default being cured.

15.1.8 *Cross Acceleration*. Any IBI Consolidated Group Member becomes obligated to repay, prepay, pay, purchase or otherwise retire or acquire any Debt (other than Debt under this Agreement) in an aggregate amount exceeding the Threshold Amount before its scheduled maturity date.

15.1.9 *Unsatisfied Judgments*. Any one or more judgments for the uninsured payment of money in an aggregate amount for the entire IBI Consolidated Group exceeding 50% of the Threshold Amount are rendered against any one or more IBI Consolidated Group Members and such IBI Consolidated Group Members do not discharge same in accordance with its terms, or procure a stay of execution thereof, or deposit with the Agent cash collateral or other security satisfactory to the Agent in the amount of such judgments to be set aside to pay such awards and bearing interest at prevailing commercial rates agreed between the Agent and such IBI Consolidated Group Member accruing to the benefit of such IBI Consolidated Group Member, within 30 days from the date of the entry of each such judgment and in any event at least five (5) Business Days before any such judgment may be executed upon.

15.1.10 *Enforcement of Liens*. Any one or more persons entitled to any Liens on any assets of any one or more IBI Consolidated Group Members having claims exceeding the Threshold Amount take possession of any such assets or any one or more seizures, executions, garnishments, sequestrations, distresses, attachments or other equivalent processes in respect of claims against any one or more IBI Consolidated Group Member exceeding the Threshold Amount are issued or levied against all or any Material part of the assets of any one or more IBI Consolidated Group Members and such IBI Consolidated Group Members do not discharge the same or provide for the discharge in accordance with their terms, or procure a stay of execution thereof, or deposit with the Agent cash collateral or other security satisfactory to the Agent in the amount of the claims to be set aside to pay such awards and bearing interest at prevailing commercial rates agreed between the Agent and such IBI Consolidated Group Member accruing to the benefit of such IBI Consolidated Group Member, within 30 days from the date such possession or process first takes effect and in any event at least five (5) Business Days before such assets are capable of being disposed of thereunder.

15.1.11 *Insolvency*. Any Insolvency Event with respect to any Security Provider occurs; or any Security Provider takes corporate or other internal administrative, management or governance action to authorize any Insolvency Proceeding.

15.1.12 *Cessation of Business*. Except for a Solvent Business Combination permitted by Subsection 14.2.7, any Security Provider ceases or suspends or threatens to cease or suspend all or a substantial portion of its business.

15.1.13 *Security Imperilled*. If (a) any proceeding is commenced which, if determined adversely to any IBI Consolidated Group Member or Security Provider or to the rights of the Senior Lenders, would constitute a Material Adverse Change, (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) the Lien of any Security shall not be or cease to be valid 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 the Senior Lenders or (d) any IBI Consolidated Group Member or Security Provider denies that it has any or further obligations under any Loan Document or challenges the validity of any provision thereof or of the Security.

15.1.14 *Material Adverse Change*. Any Material Adverse Change occurs.

15.1.15 *Change of Control or Ownership.* Any Change in Control occurs.

15.1.16 *Termination Event*. Any Termination Event occurs which the Required Lenders reasonably believe could subject the Borrower or any ERISA Affiliate to a liability in excess of the Threshold Amount.

15.1.17 *Waiver of Minimum Funding Standard*. If the plan administrator of any Plan applies under Section 412(d) of the Internal Revenue Code for a waiver of the minimum funding standards of Section 412(a) of the Internal Revenue Code and the Senior Lenders believe that the substantial business hardship upon which the application for the waiver is based could subject the Borrower or any ERISA Affiliate to liability in excess of the Threshold Amount.

15.1.18 *Requirement to Pay, etc*. Any step is taken to issue any requirement to pay from the applicable governmental authority of Canada or to issue any garnishment order directing any Required Lenders to pay more than 50% of the Threshold Amount on account of any IBI Consolidated Group Member to such governmental authority garnishing creditor.

15.2 Termination and Acceleration

Upon the occurrence of an Event of Default, the Agent may (or, subject to Section 16.10, 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, the Bid Bond Guarantee Facility or any unutilized portion of any Credit Facility to be cancelled, terminated or reduced, whereupon the Lenders (to the extent applicable) shall not be required to make any further Borrowing available hereunder in respect of such portion of the Total Commitment or each Credit Facility so declared, cancelled, terminated or reduced;

(b) accelerate the maturity of all or any item or part of the Loan Obligations of the 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 the Borrower under any Loan Document, whereupon such rights shall be so suspended;

(d) demand payment under any Guarantee and/or enforce any Security;

(e) demand that the Borrower pay (i) the Credit Amount of all outstanding Acceptances in prepayment of (or at the option of each Lender, as cash collateral for) its obligations under Section 6.6 in respect of outstanding Acceptances and (iii) the maximum amounts remaining to be drawn upon under all outstanding

Standby Instruments in prepayment of (or, at the option of each Issuing Bank, as cash collateral for) its obligations under Subsection 8.5.2 in respect thereof, whereupon the Borrower shall be obliged to (A) prepay immediately to the Agent for the account of the Lenders entitled thereto the Credit Amount of all outstanding Acceptances, and (B) pay immediately to the Agent for the account of such Issuing Bank such maximum amounts of such Standby Instruments until they expire or are drawn upon, whereupon such Issuing Bank shall account to the Borrower and remit any overpayment to the Agent for application in accordance with Section 16.28; or

(f) take any other action, commence and prosecute any proceeding or exercise such other rights as may be permitted by applicable law (whether or not provided for in any Loan Document) at such times and in such manner as the 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 Insolvency Event in relation to any Security Provider occurs, unless the Required Lenders otherwise agree, the Total Commitment shall be immediately cancelled and the Loan Obligations shall be accelerated and become immediately due and payable automatically without any action on the part of any Senior Lender being required.

15.3 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 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 16
THE AGENT AND THE ADMINISTRATION OF THE CREDIT FACILITIES

16.1 Appointment and authorization

Each Lender irrevocably appoints and authorizes the Agent to execute, deliver and take such actions as its agent under each Loan Document to which the Agent is party and to exercise such rights under each such Loan Document as are specifically delegated to the Agent by the terms thereof, together with such rights as are reasonably incidental thereto. The Agent accepts such appointment and agrees to perform its obligations as such Agent under each such Loan Document in accordance with the provisions thereof and hereof.

16.2 Declaration of Agency

The Agent declares that it shall hold the Security entrusted to it, the Collateral charged thereby and the rights granted to it under each Loan Document for its own benefit and as agent for the rateable benefit of each Lender. The rights vested in the Agent by any Loan Document shall be performed by the Agent in accordance with this Article 16.

16.3 Quebec Provisions

16.3.1 *Power of Attorney*. Without limiting the powers of the Agent hereunder or under any other Loan Document to the extent applicable, each of the Lenders hereby acknowledges that the Agent (or a collateral agent designated by the Agent) shall, for the purposes of holding any security granted by any IBI Consolidated Group Member on the property of that IBI Consolidated Group Member pursuant to the laws of the Province of Quebec, be the holder of an irrevocable power of attorney (*fondé de pouvoir*) (within the meaning of Article 2692 of the *Civil Code of Quebec*) for all present and future Lenders and in particular for all present and future holders of any bond issued by that IBI Consolidated Group Member to the Agent and secured by a hypothec granted by that IBI Consolidated Group Member pursuant to the laws of the Province of Quebec. Each of the Lenders hereby irrevocably constitutes, to the extent necessary, the Agent (or such designated collateral agent) as the holder of such irrevocable power of attorney (*fondé de pouvoir*) (within the meaning of Article 2692 of the *Civil Code of Quebec*) in order to hold security granted by that IBI Consolidated Group Member in the Province of Quebec. Each Transferee shall be deemed to have confirmed and ratified the constitution of the Agent as the holder of such irrevocable power of attorney (*fondé de pouvoir*) by execution of a Loan Transfer Agreement. Notwithstanding the provisions of Section 32 of *An Act respecting the Special Powers of Legal Persons* (Quebec), the Borrower and the Lenders irrevocably agree (and the Borrower shall cause each other Security Provider with assets situated in the Province of Quebec to irrevocably agree) that the Agent may acquire and be the holder of any bond issued by any IBI Consolidated Group Member and secured by a hypothec granted by that IBI Consolidated Group Member pursuant to the laws of the Province of Quebec at any time and from time to time. The Borrower hereby acknowledges (and the Borrower shall cause each other Security Provider with assets situated in the Province of Quebec to acknowledge) that any such bond constitutes a title of indebtedness, as such term is used in Article 2692 of the *Civil Code of Quebec*.

16.3.2 *Quebec Bond Pledge*. The Borrower does hereby expressly acknowledge, declare, agree and confirm (and the Borrower shall cause each other Security Provider with assets situated in the Province of Quebec to expressly acknowledge, declare, agree and confirm) that any Transferee, through the Agent, shall have all the benefits of and is hereby acknowledged for all purposes of the Secured Documents as being a payee under any bond issued by the Borrower (or such Security Provider) to the Agent and secured by a hypothec granted by the Borrower (or such Security Provider) pursuant to the laws of the Province of Québec, jointly with the other Lenders, in the same manner and to the same extent as though such Transferee were an original named payee thereunder and pursuant to any pledge of such bond in favour of the Agent, the Agent shall hold such bond in pledge for the benefit of such Transferee, jointly with the other Lenders.

16.3.3 *Quebec Law Governing*. This Section 16.3 shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Quebec.

16.4 Protection of Agent

The Agent shall not be liable for any action taken or omitted to be taken by it under any Loan Document or in connection therewith, except to the extent of any losses and expenses that are determined by a final judgment to have directly resulted from the gross negligence or wilful misconduct of the Agent. In no event shall the Agent be liable to any Security Provider or Lender for special, indirect, consequential or punitive damages (including 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.

16.5 Interest Holders

The Agent may treat each Lender as the holder of all of the rights of such Lender in respect of the Credit Facilities until a duly executed and delivered Loan Transfer Agreement signed by such Lender and the Transferee, completed in form and substance satisfactory to the Agent, has been delivered to the Agent and the Agent has been paid its required processing fee for such loan transfer. The Agent may treat each Lender as the holder of all rights of such Lender under all Cash Management Agreements and Treasury Agreements entered into by it until a duly executed and delivered assignment and assumption agreement signed by the Borrower, such Lender and the proposed assignee, in form and substance satisfactory to the Agent has been delivered to the Agent and the Agent has been paid such processing fee for such assignment as the 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.

16.6 Consultation with Professionals

The Agent may engage and consult with the Lenders' Counsel, accountants, consultants, financial advisors and other experts and the 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.

16.7 Documents

The Agent shall not be under any duty or obligation to examine, enquire into or pass upon the validity, effectiveness or genuineness of any Loan Document or any other document furnished pursuant to or in connection with any Loan Document, and the 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.

16.8 The Agent and its Subsidiaries and Affiliates

With respect to its Commitments, those portions of the Credit Facilities made available by it and each Cash Management Agreement and Treasury Agreement entered into by it, the Agent shall have the same rights hereunder as any other Lender and may exercise the same as though it were not the Agent and the Agent and its Subsidiaries and Affiliates may accept deposits from, lend money to and generally engage in any kind of business with any IBI

Consolidated Group Member and its Affiliates and persons doing business with any IBI Consolidated Group Member or any of its Affiliates as if it were not the Agent and without any obligation to account therefor.

16.9 Responsibility of the Agent

The obligations of the Agent to the Lenders under each Loan Document to which the Agent is party are only those expressly set forth in such Loan Documents, subject as otherwise provided in this Article 16. The Agent shall not have any fiduciary obligation to any Lender. The Agent shall only have those contractual obligations expressly set forth in each Loan Document to which the Agent is party. The Agent shall not have any duty or obligation to investigate whether any Default has occurred or is continuing. The Agent shall be entitled to assume that no Default has occurred and is continuing, unless any officer of the Agent charged with the administration of the Loan Documents has actual knowledge or has been notified by the 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.

16.10 Action by the Agent

16.10.1 *Exercise of Discretion*. The 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 the Agent has been instructed by the Required Lenders to exercise such rights or to take or refrain from taking such action; provided, however, that the Agent shall not release or postpone any 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 Subsection 16.20.2. The Agent shall not incur any obligations under or in respect of any Loan 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 to have directly resulted from the gross negligence or wilful misconduct of the Agent.

16.10.2 *Instruments from Required Lenders*. The 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 Lenders.

16.10.3 *Compliance with Applicable Law*. Notwithstanding anything else herein contained, the 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.

16.10.4 *Insurance*. Without prejudice to the provisions of any other Loan Document, the 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.

16.10.5 *Proceedings*. The Agent shall have the right to institute, prosecute and defend any proceedings affecting the Agent, any rights of the Senior Lenders under the Loan Documents, the Collateral or the Security and, subject to Section 16.20, to compromise any matter or difference or submit any such matter or difference to arbitration and to compromise or compound any debts owing to the Agent as agent or any other claims against it as such agent upon being provided with such evidence as shall seem sufficient to the Agent.

16.10.6 *New Obligations*. The 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 the Agent is party, think fit in relation to the Secured Documents, the Collateral or the Security.

16.10.7 *Agent May Require Security*. Notwithstanding Subsection 16.10.1, the 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 Loan 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.

16.10.8 *Convening Lenders' Meeting*. The Agent agrees to convene a meeting of the Lenders within two (2) clear Business Days of receipt by the Agent of a request from a Lender for such a meeting.

16.10.9 *Standard of Promptness*. Where the Agent is obliged by the provisions of this Article 16 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.

16.10.10 *Reliance on Certificates*. The 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.

16.11 Sharing of Information

The Senior Lenders may share amongst themselves any information they may have from time to time concerning the IBI Consolidated Group whether or not such information is confidential, but shall have no obligation to do so (except for any obligations of the Agent to provide information to the Lenders to the extent required in this Agreement). The Borrower hereby consents to any such sharing of information amongst the Senior Lenders.

16.12 Notice of Events of Default

In the event that an officer of the Agent charged with the administration of this Agreement is notified of any Event of Default, the Agent shall promptly notify the Lenders, and, subject to Section 16.10, the Agent shall take such action and assert such rights under the Loan Documents as the Required Lenders shall request in writing, and the 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, the 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 Senior Lenders, except that, if the Required Lenders have instructed the Agent not to take such action or assert such rights, the Agent shall not, except as otherwise provided in Subsections 16.10.3 and 16.10.7, act contrary to those instructions.

16.13 Responsibility Disclaimed

The Agent in such capacity shall not be under any obligation whatsoever (i) to any Security Provider as a consequence of any failure or delay in the performance by, or any breach by, any Lender of any of its obligations under any Secured Document, (ii) to any Lender, as a consequence of any failure or delay in performance by, or any breach by, any Security Provider of any of its obligations under any Secured Document or (iii) to any Lender for any statements, representations or warranties in any Secured Document or any other document contemplated by any Secured Document or in any other information provided pursuant to any Secured Document or any other document contemplated by any Secured Document or for the validity, effectiveness, enforceability or sufficiency of any Secured Document or any other document contemplated thereby.

16.14 Indemnification

16.14.1 *Lenders to Indemnify Agent*. Each of the Lenders severally agrees to indemnify the Agent (to the extent not paid by any IBI Consolidated Group Member to the Agent on demand) *pro rata* according to their respective Total Exposures from and against any and all claims, losses and expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Agent in any way relating to or arising out of any Secured Document or any other agreement or document contemplated thereby or any action taken or omitted by the Agent under any Loan Document or any agreement or document contemplated thereby, except that no Lender shall be liable to the Agent for any portion of such claims, losses and expenses or disbursements to the extent they are determined by a final judgment to have directly resulted from the gross negligence or wilful misconduct of the Agent. Payment by the Lenders to the Agent pursuant to this Subsection 16.14.1 shall not discharge or satisfy any obligation of any Security Provider to make such payment to the Agent, but rather the Lenders making such payment shall be subrogated to the rights of the Agent against such Security Provider.

16.14.2 *Agent May Indemnify Itself*. The Agent may indemnify itself out of the Collateral, or any funds received by the Agent pursuant to Section 16.22, against all of the claims, losses and expenses or disbursements suffered or incurred by the Agent in connection with any matter or thing done or omitted to be done in any way relating to any Secured Document, except for any portion of such claims, losses and expenses or disbursements to the extent they are determined by a final judgment to have directly resulted from the gross negligence or wilful misconduct of the Agent.

16.15 Protection of representatives

Each reference in Sections 16.1, 16.3, 16.10, 16.11, 16.13, 16.14, 16.17 and 16.22 to the Agent shall (to the extent the context so admits) be deemed to include the Agent and its representatives and the 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.

16.16 Credit Decision

Each Lender represents and warrants to the Agent that (a) in making its decision to enter into each Secured Document to which it is party and to make its Commitments and its portion of the Credit Facilities available to the Borrower, it has independently taken whatever steps it considers necessary to evaluate the financial condition and affairs of each IBI Consolidated Group Member and that it has made an independent credit judgment without reliance upon any information furnished by the Agent and (b) so long as any portion of the Credit Facilities is being utilized by the Borrower or any Secured Obligation remains unperformed, it will continue to make its own independent evaluation of the financial condition and affairs of each IBI Consolidated Group Member.

16.17 Replacement/Removal of Agent, Reference Lender and Swing Line Lender

16.17.1 *Resigning Agent*. The Agent (a "**Resigning Agent**") may resign at any time by giving written notice thereof to the Lenders and the Borrower. Such resignation will not be effective until a replacement agent is appointed. Upon receipt of notice of any such intended resignation, the Lenders (other than the Lender that is the Resigning Agent) shall, within 30 days of receipt of such notice, appoint a replacement to the Resigning Agent who shall be one of the Lenders. Unless a Default has occurred, the consent of the Borrower (which shall not be unreasonably withheld or delayed) to any such replacement shall also be required. If the Lenders fail to appoint a replacement to the Resigning Agent within such 30 day period, without limitation of its rights under this Subsection 16.17.1, the Resigning Agent may either (a) on behalf of the Senior Lenders, appoint a replacement Agent which shall be a financial institution listed in Schedule I, II or III of the *Bank Act* (Canada) or be organized under the laws of Canada (or a Province) or the laws of the United States or any State thereof, in each case which has (or whose Holding Body Corporate has) combined capital and reserves in excess of CAD5,000,000,000 (or the Equivalent in foreign currency) and has (or whose Affiliates have) offices in Toronto or (b) cease performing its obligations hereunder without incurring any liability therefor.

16.17.2 *Removal of Agent*. The Required Lenders may remove the Agent at any time by giving written notice thereof to the Agent and the Borrower. Such removal will not be effective until a replacement agent is appointed for the Agent being removed (a "**Removed Agent**").

16.17.3 *Replacement Agent*. Upon the resignation of a Resigning Agent or removal of a Removed Agent (as applicable, the "**Discharged Agent**"), the replacement agent shall thereupon succeed to and become vested with all the rights and obligations of the Discharged Agent and the Discharged Agent shall be discharged from its obligations as administration agent under the Loan Documents. A replacement agent shall evidence its acceptance of appointment hereunder by signing and delivering a counterpart of this Agreement to the Borrower and the Discharged Agent. After any Discharged Agent's resignation or removal hereunder as Agent the provisions of this Article 16 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 Agent. A Discharged Agent shall promptly execute such documents as a replacement agent reasonably requires in order to transfer and assign all Guarantees and Security rights therein to the replacement agent.

16.17.4 *Reference Lender*. The Agent may remove the Reference Lender and nominate and appoint any other Lender (or its Affiliate) to act as the Reference Lender in relation to any Credit Facility under this Agreement. Any Reference Lender may resign at any time by giving notice thereof to the Agent. Upon receipt of such resignation notice, the Agent shall appoint a replacement Reference Lender who shall be one of the Lenders (or their Affiliates). Unless a Default has occurred, the Borrower's consent (which shall not be unreasonably withheld) shall be required to any replacement Reference Lender.

16.17.5 *Swing Line Lender*. The Swing Line Lender may be replaced by a Transferee pursuant to and in accordance with the provisions of Subsection 17.10.4.

16.18 Delegation

With the prior approval of the Required Lenders, such approval not to be unreasonably withheld or delayed, the Agent shall have the right to delegate any of its rights or obligations under the Loan Documents to any other person upon such terms and conditions as the Agent may think fit and the 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.

16.19 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 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 shall be sent by the Agent to all the Lenders.

16.20 Changes, Judgments and Discretions

16.20.1 *General*. The rights of each Senior Lender under each Secured Document shall be cumulative and not exclusive of any rights which each Senior Lender would otherwise have, and no failure or delay by the Agent or any Lender 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 16.20.2 and 16.20.3, (a) any term, condition, other provision, obligation or agreement contained in any Loan Document may be changed with the consent of the Borrower and the Majority Lenders, (b) any act or thing referred to in any Loan Document may be agreed or consented to by the Majority Lenders and (c) the exercise of any judgment or discretion by the Lenders contained in any Loan Document may be exercised by the Majority Lenders.

16.20.2 *Changes Requiring Every Lender's Consent*. Without the prior consent of every Lender, no change to any Loan Document, agreement or consent to any act or thing referred to in any Loan Document or exercise of any judgment or discretion contained in any Loan Document shall (i) 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, (ii) postpone or defer the time for the payment of the principal of or interest on any Advance, any Fees or any other amount payable hereunder, (iii) decrease the rate or amount or change the currency of any principal, interest or Fees payable hereunder or the requirement of *pro rata* application in accordance with (A) each Lender's Rateable Share of all amounts received by the Agent in respect of the Revolving Facility or Term Facility or (B) its Total Exposure in respect of all amounts received by the Senior Lenders after the occurrence of an Enforcement Event, (iv) require any Lender to make any Advance or its share in any Advance available to finance a Hostile Take-Over Bid if that Lender reasonably believes that it has an actual or potential conflict of interest, (v) change Section 11.1, or waive compliance with any of the conditions precedent to Closing set forth therein, (vi) change the definition of "Majority Lenders", "Rateable Share", "Required Lenders" or "Total Exposure" and (vii) change Section 16.24, 16.28 or 16.10.2 or this Section 16.20 or (viii) release or postpone any Guarantee or release, discharge or subordinate any Security, except that the Agent may release and discharge (A) each Guarantee and the Security upon payment in full of all Secured Obligations owing to all Senior Lenders, (B) the Security over assets disposed of in accordance with Subsection 14.2.3 or (C) any Guarantee or Security to permit a Business Combination to take place in accordance with Subsection 14.2.7.

16.20.3 *Changes Requiring Consent of the Agent and Swing Line Lender*. No change to any provision of any Loan Document shall affect any of the rights or obligations of the Agent or the Swing Line Lender under any Loan Document, without the consent of the Agent or the Swing Line Lender, as the case may be.

16.21 Determination by Agent

16.21.1 *Good Faith*. Any determination to be made by the Agent under any Loan Document shall be made by the 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.

16.21.2 *Certificate of the Agent as to Rates*. Except as otherwise provided in Subsection 16.22.5, a certificate of the 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 the Agent to issue a certificate at any particular time.

16.21.3 *Notification of Rates*. The Reference Lender (if it is not the same person as the Agent) shall (or shall cause its Affiliate that is the Reference Lender, as the case may be, to) promptly notify the 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 Agent and the Reference Lender is the same person, the Agent shall promptly notify the Lenders of each interest rate the Agent is required to determine and report to the Lenders pursuant to this Agreement.

16.22 Interlender Procedure for Making Advances

16.22.1 *Lenders to provide their Rateable Shares to Agent.* Subject to the terms and conditions of this Agreement, each Relevant Syndicated Facility shall be available to the Borrower in accordance with this Section 16.22. Upon receipt by the Agent of a Borrowing Request, the Agent will promptly notify each Relevant Lender of the receipt of such Borrowing Request and of such Relevant Lender's Rateable Share of such Borrowing. In the case of an issue of Acceptances, the Agent will round allocations amongst the Relevant Lenders to ensure that each Acceptance issued has a face amount which is a whole number multiple of CAD100,000 (and such rounded allocations shall constitute the Relevant Lenders' respective Rateable Shares for the purposes of this Agreement). Subject to Section 10.9, Article 11 and Subsection 16.22.7, each Relevant Lender will make its Rateable Share of each Drawdown under each Relevant Syndicated Facility available to the Agent by paying, no later than 11:00 a.m. (local time in the place of payment) on the Borrowing Date requested by the Borrower, its Rateable Share of such Advance to the Agent's Accounts.

16.22.2 *Limitation on Agent's Liability*. The obligations of the Agent under this Section 16.22 shall be limited to taking such steps as are commercially reasonable to implement the instructions described in Subsection 16.22.1, and the Agent shall not be liable for any losses and expenses which may be incurred or suffered by the Borrower and occasioned by the failure or delay of funds to reach the designated destination.

16.22.3 *Lenders to indemnify Agent for failure to make funds available*. Unless the Agent has been notified by a Lender at least two (2) Business Days prior to the Borrowing Date requested by the Borrower that such Lender will not make available to the Agent its Rateable Share of such Borrowing, the Agent may assume that such Lender has made such portion of the Borrowing available to the Agent on the Borrowing Date in accordance with the provisions hereof, and the Agent may, in reliance upon such assumption, make available (to the extent applicable) to the Borrower on such date a corresponding amount. If the Agent has made such assumption, to the extent a Lender has not so made its Rateable Share of the Borrowing available to the Agent, such Lender agrees to pay to the Agent forthwith on demand, to the extent that such amount is not recovered from the Borrower within seven (7) days of demand (without in any way obligating the Agent to commence any proceeding to recover such amount), such Lender's Rateable Share of the Borrowing and all losses and expenses incurred by the Agent in connection therewith together with interest thereon at the Agent's prevailing rate for overnight deposits of comparable amount <u>plus</u> two (2) percent (2%) per annum for each day from the date such amount is made available by the Agent until the date such amount is paid or repaid to the Agent.

16.22.4 *Borrower to repay any Advance not funded by a Lender*. Notwithstanding Subsection 16.22.3, if a Lender fails to pay any portion of its Rateable Share of any Borrowing to the Agent pursuant to Subsection 16.22.3, the Borrower shall, without prejudice to any rights that the Borrower might have against such Lender, repay such amount to the Agent within three (3) Business Days after demand therefor by the Agent together with all losses and expenses incurred by the Agent in connection therewith and interest thereon at the rate payable hereunder by the Borrower in respect of such Borrowing.

16.22.5 *Agent to issue Certificate as to Amount payable*. Any amount payable to the Agent pursuant to this Section 16.22 (other than Subsection 16.22.1) shall be set forth in a certificate delivered by the Agent to the Lender concerned and the Borrower (which certificate shall contain reasonable details of how the amount payable is calculated) and shall be *prima facie* evidence thereof. If a Lender makes the payment to the Agent required by this Section 16.22, the amount so paid shall constitute, to the extent thereof, such Lender's Rateable Share of the Borrowing for the purposes of this Agreement.

16.22.6 *No Lender responsible for any other Lender's Rateable Share*. The failure of any Lender to advance its Rateable Share of any Borrowing to the Agent pursuant to this Agreement shall not relieve any other Lender of its obligations, if any, hereunder to advance its Rateable Share of the Borrowing to the Agent pursuant to this Agreement on the Borrowing Date, but no Lender shall be responsible for the failure of any other Lender to make available its Rateable Share of any Borrowing to be made available by such other Lender to the Agent pursuant to this Agreement on any Borrowing Date.

16.22.7 *InterLender Netting.* If on any date payments of the principal or face amounts of Advances would be due and payable under the same Credit Facility under this Agreement in the same currency by the Agent to any Lender and by that Lender to the Agent, then, on such date, unless the Agent notifies the Lenders 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 Agent (after receipt from the Borrower or the Lenders, as the case may be) to that Lender exceeds the aggregate amount that would otherwise have been payable by that Lender to the Agent (for the account of the Borrower or the Lenders, as the case may be) or *vice versa*, such obligation shall be replaced by an obligation upon whichever of the Agent or the 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.

16.23 Remittance of Payments

Forthwith after receipt of any payment of principal, interest, Fees or other amounts for the benefit of the Lenders pursuant to the provisions hereof, the Agent shall remit to each Lender entitled thereto its Rateable Share of such payment. If the Agent, on the assumption that it will receive, on any particular date, a payment of principal, interest, Fees or other amounts hereunder, remits to each Lender its Rateable Share of such payment and the Borrower fails to make such payment, each Lender agrees to repay to the Agent forthwith on demand, to the extent that such amount is not recovered from the Borrower within seven (7) days of demand (without in any way obligating the Agent to commence any proceeding to recover such amount) such Lender's Rateable Share of the payment made pursuant hereto, together with all losses and expenses incurred by the Agent in connection therewith and interest thereon (at the Agent's prevailing rate applicable to overnight deposits of comparable amount) for each day from the date such amount is remitted to the Lenders. The exact amount of the repayment required to be made by the Lenders will be set forth in a statement delivered by the Agent to each Lender, which statement shall be conclusive and binding for all purposes, absent manifest error.

16.24 Redistribution of Payments

16.24.1 *Disproportionate Receipts of Loan Obligations to be Shared.* Except as otherwise provided in Subsection 16.24.6, if a Lender, through the exercise of any right of set-off, the retention of any In-the-Money Derivative Exposure or otherwise (save for any payment made to it from the Agent 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 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 (the "**Selling Lender or Lenders**") so that the respective receipts shall be *pro rata* according to their respective Rateable Shares.

16.24.2 *Disproportionate Receipts after an Enforcement Event*. Except as otherwise provided in Subsection 16.24.6, if a Lender, through the exercise of any right of set-off, the retention of any In-the-Money Derivative Exposure or otherwise (save for any payment to it from the Agent in accordance with the provisions hereof), receives payment of a portion of the Secured Obligations due to it at the time an Enforcement Event occurs or any time thereafter which is greater than the proportion received by any other Lender in respect of the aggregate amount of the Secured Obligations due to such other Lender (having regard to the respective Total Exposures of the Lenders immediately before such payment is received), the Lenders receiving such proportionately greater payment shall purchase a participation (which shall be done simultaneously with receipt of such payment) in that portion of the Secured Obligations due to the other Lender or Lenders (the "**Selling Lender or Lenders**") so that the respective receipts shall be *pro rata* according to their respective Total Exposures determined before such payment is received.

16.24.3 *Subsequent Recoveries*. If all or part of a proportionately greater payment received by a purchasing Lender referred to in Subsection 16.24.1 or 16.24.2 shall be recovered from an Security Provider by the Selling Lender or Lenders referred to therein, the purchase under such Subsection shall be rescinded and the purchase price paid for such participation shall be returned by such Selling Lender or Lenders to the extent of such recovery, together with interest thereon at the relevant interbank rate calculated and payable from the Business Day following the day such return is requested until it is paid in full.

16.24.4 *Preferential Payments*. If all or part of a proportionately greater payment received by a purchasing Lender referred to in Subsection 16.24.1 or 16.24.2 is found to have been a transfer in fraud of creditors or a preferential payment under any Applicable Law relating to assignments, preferences or fraudulent conveyances or any Insolvency Law or is otherwise required to be returned by such purchasing Lender, the purchase under such Subsection shall be rescinded and the purchase price paid for such participation shall be returned by the Selling Lender or Lenders referred to therein to the extent of such amount returned, together with interest thereon at the prevailing rate applicable to interbank deposit balances calculated and payable from the Business Day following the day such return is requested until it is paid in full.

16.24.5 *Notice Requirement*. If any Lender receives or recovers payment of any amount it is required to share pursuant to Subsections 16.24.1 or 16.24.2, it shall promptly provide full particulars thereof to the Agent and the Agent shall promptly provide copies of such particulars to the other Lenders.

16.24.6 *Credit Protection*. The provisions of Subsections 16.24.1, 16.24.2 and 16.24.5 shall not apply to any credit protection purchased by a Lender without financial assistance from or independent recourse by the protection provider to any Security Provider or any of its Affiliates.

16.25 Defaulting Lender

If a Lender (a "**Defaulting Lender**") fails to pay to the Agent for the account of the Swing Line Lender or Issuing Bank (the "**Unpaid Lender**") any amount due from it pursuant to Subsection 3.4.1 or 8.3.2 (the balance thereof for the time being unpaid being referred to in this Section 16.25 as an "**overdue amount**") then until the Defaulting Lender has made payment of the overdue amount (plus interest as provided below) in full (and without in any way limiting the rights of the Unpaid Lender in respect of such failure) (i) the Defaulting Lender shall not be entitled to receive any payment in respect of the Credit Facilities or otherwise in respect of any Loan Document, (ii) each amount received by the Agent which would otherwise be for the account of the Defaulting Lender shall be paid to the Unpaid Lender and (iii) the overdue amount shall bear interest payable by the Defaulting Lender to the Unpaid Lender at the rate payable by the Borrower in respect of the Loan Obligations which gave rise to such overdue amount.

16.26 Prompt Notice to Lenders

16.26.1 *Distribution of Information*. The Agent agrees to provide to the Lenders copies of the information, notices and reports received by it from the Borrower for distribution to the Lenders pursuant to this Agreement promptly upon receipt of same.

16.26.2 *Distribution by Use of Websites*. The Agent may satisfy its obligations under this Agreement to deliver to the Lenders copies of the information, notices and reports referred to in Subsection 16.26.1 by posting this information onto an internet website designated by the Agent to which the Lenders have access. The Agent shall supply the Lenders with the address of and any relevant password specifications for that designated website.

16.27 Several Debts of the Lenders

Each Lender's share in each Borrowing constitutes a several debt owing by the Borrower to such Lender.

16.28 Application of Recoveries

To the extent that the Agent receives or recovers payment of an amount owing by any Security Provider under the Secured Documents upon or following the occurrence of an Enforcement Event, such amount shall be applied as amongst the Senior Lenders (i) first, in or towards payment of all of the Agent's losses and expenses and disbursements, (ii) secondly, in or towards payment of all Secured Obligations which are due and payable by such Security Provider at such time to the Lenders on account of the Secured Obligations owing by it *pro rata* to the Total Exposures of the Lenders, (iii) thirdly, if the Secured Obligations of all Security Providers have been paid in full, in payment to any person to whom the Agent is obliged to pay in priority to the Security Provider otherwise entitled thereto, to the extent it is so obliged and (iv) fourthly, thereafter, in payment to the Security Provider entitled thereto. The fact that the

Agent may make a payment pursuant to Clauses (iii) and (iv) above or may determine that the Loan Obligations have been paid in full, will not thereafter prevent the Agent from applying any further monies, or any credit balance on any account, in the order set out in this Section 16.28. The Agent may satisfy any obligation to make a payment otherwise required under Clause (iii) or (iv) above by interpleading and paying the amount thereof into court.

16.29 Know Your Customer Checks

16.29.1 *Provide Information.* If:

(a) the introduction of or any change in (or in the interpretation, administration or application of) any Applicable Law made after the date of this Agreement;

(b) any change in the status of an Security Provider or the composition of the direct and/or indirect shareholders of an Security Provider after the date of this Agreement; or

(c) a proposed assignment or transfer by a Lender of any of its rights and/or obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent or any Lender (or, in the case of paragraph (c) above, any prospective new Lender) to comply with “know your customer” or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower shall ensure that each Security Provider shall promptly upon the request of the Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in paragraph (c) above, on behalf of any prospective new Lender) in order for the Agent, such Lender or, in the case of the event described in paragraph (c) above, any prospective new Lender to carry out and be satisfied with the results of all necessary “know your customer” or other checks in relation to any relevant person pursuant to the transactions contemplated in the Loan Documents.

16.29.2 *Lender Information.* Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself) in order for the Agent to carry out and be satisfied with the results of all necessary “know your customer” or other checks on Lenders or prospective new Lenders pursuant to the transactions contemplated in the Loan Documents.

16.29.3 *Agent not Responsible.* Nothing in this Agreement shall oblige the Agent to carry out any “know your customer” or other checks in relation to any person on behalf of any Lender and each Lender confirms to the Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent.

ARTICLE 17
GENERAL

17.1 Costs and Expenses

The Borrower shall on demand pay to the Agent the amount of all reasonable out-of-pocket fees, costs and expenses incurred and disbursements made by the Agent (including the reasonable fees and out-of-pocket expenses of the Lenders' Counsel and those of accountants, experts, consultants and other representatives retained by the Agent) in connection with each of (i) the preparation, negotiation, settlement, execution, delivery, entry into effect and administration of each Loan Document and/or the satisfaction of any conditions or obligations specified in Article 11, (ii) post closing costs, (iii) each change to each Loan Document and (iv) the interpretation, defence, establishment, preservation, protection or enforcement of rights of the Senior Lenders under each Loan Document.

17.2 Indemnification by the Borrower

17.2.1 *Borrowings*. The Borrower shall indemnify and save harmless each Senior Lender on a full indemnity basis from and against all claims and losses and expenses, including claims and losses and expenses sustained by such Senior Lender in connection with the liquidation or redeployment, in whole or in part, of deposits or funds borrowed or acquired by such Senior Lender to fund such Senior Lender's Rateable Share in any Borrowing, which such Senior Lender sustains or incurs (i) if for any reason a Borrowing does not occur on a date requested by the Borrower, unless the Borrowing does not occur by reason of the breach by such Senior Lender of its obligations under this Agreement, (ii) if the Borrower fails to give any notice required to be given by it hereunder in the manner and at the time specified herein, (iii) as a consequence of any failure by the Borrower to repay any amount when required by the terms of this Agreement or (iv) if the whole or any part of such Senior Lender's Rateable Share in any Libor Loan made available to the Borrower is paid to such Senior Lender or Converted to another Type of Advance other than on the Period End Date relating thereto.

17.2.2 *Other*. The Borrower shall defend, indemnify and save harmless each of the Senior Lenders and their respective representatives (each, an "**Indemnified Party**") on a full indemnity 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 (i) any claim of any kind relating to the Environment which arises out of the 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 Contaminants into the Environment, 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 IBI Consolidated Group Member, (ii) the direct or indirect use or proposed use of the proceeds of any Advance, (iii) any Default or (iv) any proceeding to which any Indemnified Party is 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 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 claims or losses and expenses of an Indemnified Party to the extent that they are determined by a final judgment to have directly resulted from the gross negligence or wilful misconduct of that Indemnified Party.

17.3 Application of Payments

Any payments received by the Senior Lenders in respect of the Loan Obligations from time to time may, notwithstanding any appropriation by the Borrower or any other Security Provider, be appropriated to such parts of the Loan Obligations then due and owing by the Borrower or such other Security Provider to the Senior Lenders and in such order as the Agent sees fit, and the Agent shall have the right to change any appropriation at any time.

17.4 Set-Off

The Loan Obligations will be paid by the Borrower without regard to any equities between the Borrower and each Senior Lender or any right of set-off or counterclaim. Any Debt owing by any Senior Lender to the Borrower, direct or indirect, extended or renewed, actual or contingent, matured or not, may be set-off or applied against, or combined with, the Loan Obligations by that Senior Lender at any time, either before or after maturity, without demand upon or notice to anyone, and the terms of such Debt shall be changed hereby to the extent required to permit such set-off, application and combination.

17.5 Rights in Addition

The rights conferred by each Loan Document are in addition to, and not in substitution for, any other rights any Senior Lender may have under that Loan Document or any other Loan Document, at law, in equity or by or under Applicable Law or any agreement. The Senior Lenders may proceed by way of any 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 their respective rights separately or in combination and at any time.

17.6 Certificate Evidence

A certificate prepared by any Senior Lender and provided to the 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 9.4 or 17.2, shall be conclusive and bind the Borrower, absent manifest error.

17.7 Evidence of Debt

17.7.1 *Agent's Books*. The Agent shall open and maintain on its books accounts evidencing all Borrowings under each Relevant Syndicated Facility and all amounts owing by the Borrower to each Relevant Lender under each Relevant Syndicated Facility. The Agent shall enter in the accounts details of all amounts from time to time owing, paid or repaid by the Borrower under each Relevant Syndicated Facility. The information entered in the accounts shall constitute, in the absence of manifest error, *prima facie* evidence of the existence and quantum of the obligations of the Borrower to each Relevant Lender under each Relevant Syndicated Facility. The Borrower shall, on reasonable notice to the Agent, be entitled to obtain promptly from the Agent copies of extracts of all entries made in such accounts. If there is any conflict or inconsistency between the accounts of the Agent maintained pursuant to this Subsection 17.7.1 and the accounts of any other party hereto, the accounts of the Agent shall govern and be binding on the other parties hereto and such holder, absent manifest error.

17.7.2 *Other Lenders' Books*. Each of the Swing Line Lender and the Bid Bond Guarantee Lender shall open and maintain on its books accounts evidencing all Borrowings, and all amounts owing by the Borrower, under the Swing Line and the Bid Bond Guarantee Facility, respectively. The Swing Line Lender shall enter in the accounts details of all amounts from time to time owing, paid or repaid by the Borrower under the Swing Line. The information entered in the accounts shall constitute, in the absence of manifest error, *prima facie* evidence of the existence and quantum of the obligations of the Borrower to the Swing Line Lender under the Swing Line. The Borrower shall, on reasonable notice to the Swing Line Lender, be entitled to obtain promptly from the Swing Line Lender copies of extracts of all entries made in such accounts.

17.8 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 (except to the Agent) by e-mail addressed to the Agent and the Borrower at their respective addresses set out below:

To the Borrower:

IBI Group
230 Richmond Street West, 5th Floor
Toronto, Ontario M5V 1V6

Attention: Chief Financial Officer
Facsimile: 416 596 8024
e-mail: akamerman@ibigroup.com

To the Agent:

The Toronto-Dominion Bank, as Agent
77 King Street West
18th Floor
Toronto, Ontario
M5K 1A2

Attention: Vice President, Agency, Loan Syndications
Telephone: 416 982 2196
Facsimile: 416 982 5535
email: michael.freeman@tdsecurities.com

or to such other address as such party may from time to time notify the other in accordance with this Section 17.8, 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 e-mail at the opening of business on the first Business Day following the transmittal thereof; provided that the party sending such Notice receives confirmation of receipt from the recipient's telecopy machine or e-mail system. Notwithstanding the foregoing, (a) the Agent shall be deemed not to have received any Notice until it is actually received by and brought to the attention of an officer of the Agent charged with the administration of this Agreement, (b) the Agent may in its discretion act upon verbal Notice from any person reasonably believed by the Agent to be a person authorized by the Borrower or Lender to give instructions under or in connection with this Agreement, including any request by the Borrower for a Borrowing and (c) any Notice received by the Agent on a day which is not a Business Day or after 10:00 a.m. on any Business Day shall, unless the Agent waives this Clause (c), be deemed to be received by the Agent at 9:00 a.m. on the next Business Day. The Senior Lenders shall not be responsible for any error or omission in such instructions or in the performance thereof.

17.9 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 giving such judgment (the "**Judgment Currency**") an amount due under any Loan Document in any other currency (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 Loan Document or under such judgment, the Borrower shall, notwithstanding such judgment, pay all such additional amounts as may be necessary to ensure that the amount received by that 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 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 this Agreement.

17.10 Successors and Assigns

17.10.1 *Benefit & Burden*. The Loan Documents shall enure to the benefit of and be binding on the parties thereto, 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 17.10. Any reference in any such Loan Document to any party thereto shall (to the extent the context so admits) be construed accordingly.

17.10.2 *Borrower*. The Borrower may not assign all or any part of any of its rights or obligations in respect of any Credit Facility or under any Loan Document.

17.10.3 *Participation*.

(a) Each Lender may grant a participation (whether by way of equitable assignment, limited recourse deposit or otherwise) to any other person (a "**Participant**") in the whole or any part of any of its Commitments or its Bid Bond Guarantee Limit (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 (the "**Participation Granting Lender**"); provided that in respect of such participated share of its Commitments or its Bid Bond Guarantee Limit and as amongst the Participant and all parties to this Agreement, (i) the Participation Granting Lender (and not the Participant) shall remain solely entitled to enforce such rights, and shall remain solely responsible for the performance of all obligations, of the Participation Granting Lender under this Agreement with respect to such participated share, (ii) such Participant shall have no direct enforceable rights against any other party hereto in respect of such participated share, other than against the Participation Granting Lender, (iii) no party hereto, other than the Participation Granting Lender, shall have any obligations to such Participant with respect to such participated share and (iv) the Participant shall not be entitled to receive any greater payment under Section 9.7 than the Participation Granting Lender would have been entitled to receive determined at the time such participation is granted if such participation is granted at a time no Default has occurred and is continuing.

(b) If adjustments to the Rateable Shares of the Revolver Lender in Advances pursuant to Subsection 3.4.1 or 8.3.2 cannot be made by reason of any Insolvency Proceeding and as a result thereof the Revolver Lenders no longer share rateably in the aggregate amount of the Advances outstanding under the Revolver Facility in their respective Rateable Shares, each Revolver Lender hereby agrees that it shall forthwith purchase from the Swing Line Lender, each Issuing Bank or each other Revolver Lender as applicable, such participations in the Advances outstanding under the Revolver Facility (which shall be deemed to include any outstanding Standby Instruments under the Swing Line) as shall be necessary to cause the Revolver Lenders to share in such Advances rateably based on their respective Rateable Shares (taking into account any increase therein pursuant to Subsection 3.4.1(a) which effectively increases the Revolver Commitment by the Swing Line Commitment).

17.10.4 *Assignments*. Each Lender may assign any of its Commitments or its Bid Bond Guarantee Limit (including its share in any related Advances made hereunder), or any part thereof in a minimum amount of CAD1,000,000 for the Revolver Facility and Swing Line and CAD5,000,000 for the Term Facility (provided that there shall be no minimum amount, if an Event of Default has occurred and is continuing), to (a) another Lender or any Affiliate or Approved Fund of the assigning Lender or another Lender, with the consent of the Swing Line Lender and Issuing Bank, if any Revolver Commitment is being assigned, but otherwise without the consent of any Senior Lender or the Borrower being required, or (b) any other person, with the consent of the Agent and, if a Revolver Commitment is being assigned, with the consent of the Issuing Bank, and, unless a Default has occurred that is continuing, with the consent of the Borrower, the consent of the Borrower not to be unreasonably withheld or delayed. Any such assignment by a Lender (the "**Transferring Lender**") 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 6 (or in such other form to substantially the same effect as the Agent and the Borrower may approve). Each Loan Transfer

Agreement must be delivered to the Agent at least five (5) Business Days before it takes effect (or such lesser time period as the Agent, in its discretion, may permit) accompanied, if such assignment is not being made to another Lender or an Affiliate or Approved Fund of an existing Lender, by payment to the Agent of a processing fee of CAD3,500. 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 (or its predecessor in title) in respect of each such Commitment or Bid Bond Guarantee Limit, or part thereof, assigned (except that such Transferee shall not be entitled to receive any greater payment under Section 9.7 than the Transferring Lender would have been entitled to receive determined at the time such assignment is made if such assignment is made at a time no Default has occurred and is continuing), and such Transferring Lender shall be released from all obligations in relation to each of its Commitments or Bid Bond Guarantee Limit, or part thereof, so assigned in accordance with the terms of the Loan Transfer Agreement.

17.10.5 *Pledge to US Reserve Bank*. Notwithstanding Subsection 17.10.4, any Lender may at any time, without the consent of the Borrower or the Agent, assign all or any portion of its rights under this Agreement to a US Federal Reserve Bank; provided, however that no such assignment to a US Federal Reserve Bank shall release the transferor Lender from its obligations hereunder.

17.10.6 *Schedule* 1. The Agent may from time to time revise Schedule 1 to record the Lenders and their respective Commitments and Bid Bond Guarantee Limit after giving effect to assignments referred to in Subsection 17.10.4 above. Any such revised Schedule 1 shall be *prima facie* evidence of the identities and Commitments and Bid Bond Guarantee Limit of the Lenders. The Agent shall provide a copy of any such revised Schedule 1 to the Borrower and each Lender promptly upon request.

17.10.7 *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 IBI Consolidated Group Member, its assets 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 17.10.7. Each Lender shall keep confidential and not disclose to any third party (excluding for certainty its own representatives and Affiliates) any confidential information received by such Lender from the Borrower pursuant to this Agreement, save that any Lender may disclose any such confidential information (a) as provided in the preceding sentence, (b) to the Agent or any other Lender, (c) to any prospective or actual replacement Agent, (d) to the extent required by Applicable Law, (e) to the extent required to protect the rights of any Senior Lender in any actual, pending or threatened proceeding, or (f) as may be necessary or desirable in order to enforce the rights of the Senior Lenders under any Secured Document.

17.10.8 *Substitute Lenders*. If at any time (a) the Borrower becomes obligated to compensate any Lender for additional amounts pursuant to Section 9.4 or increased payments pursuant to Subsection 9.7.1(d) or (b) or any Lender becomes an Affected Lender and either ceases to make its Rateable Share available in any Libor Loans pursuant to Subsection 9.5.1 or Section 9.6, then the Borrower may, on 10 Business Days' prior written notice to the Agent and such Lender (the "**Replaceable Lender**"), replace the Replaceable Lender by causing the Replaceable Lender to (and the Replaceable Lender shall be obligated to) assign its rights and transfer its obligations under this Agreement pursuant to Subsection 17.10.4 to another Lender that has agreed to accept such assignment and transfer or to another person selected by the Borrower that is acceptable to the Agent, acting in its discretion exercised reasonably, (a "**Replacement Lender**") for a purchase price equal to the Loan Obligations owing to the Replaceable Lender, including all accrued interest and Fees and other amounts payable hereunder, together with such amount as would be payable to the Replaceable Lender under Subsection 17.2.1 if the Rateable Share of the Replaceable Lender in each outstanding Advance were actually being paid by the Borrower instead of being purchased by way of assignment pursuant to Subsection 17.10.4; provided that (i) neither the Agent nor any Lender shall have any obligation to the Borrower to find a Replacement Lender, (ii) in circumstances where a Replaceable Lender is sought to be replaced pursuant to this Subsection 17.10.8, in order for the Borrower to be entitled to replace such Replaceable Lender, such replacement must take place no later than 60 days after the date the Replaceable Lender shall have notified the Agent that it had become a Replaceable Lender, (iii) in no event shall the Replaceable Lender be required to pay or surrender to such Replacement Lender any of the principal, interest, Fees or other amounts received by the Replaceable Lender pursuant to this Agreement and (iv) the Borrower shall only be entitled to replace a Replaceable Lender pursuant to this Subsection 17.10.8 if no Default has occurred.

17.11 Survival

The Loan Obligations payable under Sections 8.2, 9.4, 9.7, 17.1, and 17.2, ("**Indemnity Obligations**") shall survive the payment in full of all other Loan Obligations owing by the Borrower to the Senior Lenders and shall continue in full force and effect until such Indemnity Obligations are irrevocably paid in full.

17.12 Time of the Essence

Time is of the essence of each provision of each Loan Document.

17.13 Governing Law

This Agreement (other than Section 16.3 which is governed by the laws of the Province of Quebec) shall be governed by, and construed 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 the Borrower or any other Security Provider or its assets may be located.

17.14 Jurisdiction

17.14.1 *Submission to Jurisdiction and Waiver of Objections*. With respect to any claim arising out of this Agreement, any other Loan Document or any other agreement relating to any Loan Document in this Section 17.14 (collectively, the "**Loan Related Documents**") (a) for the exclusive benefit of the Senior Lenders, the 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 and (ii) the jurisdiction in which the chief executive office of the Borrower or any other Security Provider is located or in which it is incorporated or under the laws of which it is formed located at the principal financial center of such jurisdiction, including any appellate court from any thereof, (in this Section 17.14, "**Courts of Primary Jurisdiction**"), (b) the 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 Loan Related Documents 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 the Borrower and (iv) the right to require the Senior Lenders to post security for costs in any proceeding brought in any Court of Primary Jurisdiction.

17.14.2 *Senior Lender 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 Loan Related Document in any other jurisdiction.

17.14.3 *Final Judgment*. The 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.

17.14.4 *Manner of Service*. The 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 the Borrower at the address of the Borrower, or by sending a copy thereof by facsimile or e-mail in pdf format to the Borrower at the facsimile number or e-mail address of the Borrower determined under Section 17.8.

17.14.5 *Appointments of Agents for Service*. The Borrower irrevocably designates and appoints each other Security Provider 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 Loan Related Document brought in any of the Courts of Primary Jurisdiction, such service, to the extent permitted by applicable law, being hereby conclusively acknowledged by the 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. The Borrower irrevocably consents to the service of process out of the Court of Primary Jurisdiction by personal service on the Borrower or on any such process agent.

17.14.6 *Acceptances of Appointments*. The Borrower confirms to the Senior Lenders that it has accepted its appointment to act as process agent on behalf of each other Security Provider contained in any Loan Related Document to which each such other Security Provider is party which may be served in connection with any proceeding arising out of or relating to any such other Loan Related Document brought in any of the Courts of Primary Jurisdiction. Until the Loan Obligations are paid in full, the Borrower covenants and agrees to maintain each such appointment as such process agent.

17.14.7 *Waiver of Trial by Jury*. For the purposes of any proceedings commenced in the United States, each party hereto irrevocably waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any proceedings (a) to enforce or defend any rights under or in connection with or relating to any Loan Related Documents, or (b) arising from or relating to any relationship existing in connection with any Loan Related Documents, and agrees that any such proceedings shall be tried before a court and not before a jury. The Borrower hereby (c) certifies that no representative of any Senior Lender has represented expressly or otherwise that that Senior Lender would not, in the event of proceedings, seek to enforce the foregoing waiver and (d) acknowledges that each Senior Lender has been induced to enter into this Agreement by, among other things, the waivers and certifications in this Subsection 17.14.7.

17.15 Limitation Period

The Borrower agrees with the Senior Lenders 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 the Borrower is party and any claim thereunder to six (6) years.

17.16 Invalidity

If any provision of any Loan Document is determined to be invalid or unenforceable by a final judgment, that provision shall be deemed to be severed therefrom, and the remaining provisions of such Loan Document shall not be affected thereby and shall remain valid and enforceable. The parties hereto shall (and, in the case of the Borrower, the Borrower shall cause each other Security Provider to), at the request of any other party hereto, negotiate in good faith with the Agent to replace any invalid or unenforceable provision contained in any Loan Document with a valid and enforceable provision which has the commercial effect as close as possible to that of the invalid or unenforceable provision, to the extent permitted by law.

17.17 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, signed by the Agent and the Security Provider party thereto and it is entered into in compliance with Section 16.20. No waiver of strict performance or compliance with any provision of any Loan Document shall be binding on any party hereto or thereto unless such waiver is in writing signed by the party sought to be bound thereby and it is made in compliance with Section 16.20.

17.18 Entire Agreement

There are no representations, warranties, conditions, other agreements or acknowledgments, whether direct or collateral, express or implied, binding on the Senior Lenders that form part of or affect this Agreement or any other Loan Document, other than as expressed herein, in the Fee Letter or in such other Loan Document. The execution of each Loan Document by the Borrower has not been induced by, nor does the Borrower rely upon or regard as material, any representations, warranties, conditions, other agreements or acknowledgments not expressly made in any Loan Document.

17.19 This Agreement to Govern

If there is any inconsistency between the provisions of this Agreement and the provisions of any other Loan Document to which the Borrower is party, the provisions hereof shall govern and apply to the extent of the inconsistency. Notwithstanding the foregoing, this Section 17.19 shall not apply to limit, restrict, prejudice or otherwise affect or impair in any way the rights of the Senior Lenders under the terms of any Security Document after those rights have become enforceable. For clarity, and notwithstanding anything to the contrary contained in the Security Documents, the Security granted by each IBI Consolidated Group Member or Security Provider shall not become enforceable unless an Event of Default has occurred.

17.20 Execution

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 instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of this Agreement (including any change to this Agreement) by any party hereto to the other parties to this Agreement by facsimile transmission or e-mail in pdf format, or posting a copy of a signature page of this Agreement (including any change to this Agreement) signed by any party hereto on the internet website designated by the Agent under Subsection 16.26.2, shall be as effective as delivery to the other parties hereto of a manually executed counterpart hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

<u>BORROWER</u>:

IBI GROUP,
an Ontario partnership,
by its partner,
IBI Group L.P.,
by its general partner,
IBI General Partner Trust,
by its trustee,
IBI GP Limited

By: "Philip Beinhaker"
Name: Philip Beinhaker
Title:

THE LENDERS:

THE TORONTO-DOMINION BANK

By: "Mariana Urbiola"
Name: Mariana Urbiola
Title: Senior Manager

By: "Peter Lunney"
Name: Peter Lunney
Title: AVP Credit Management
Commercial National Accounts

BANK OF MONTREAL

By: “David Sellitto”
Name: David Sellitto
Title: Senior Manager

By: ______________________
Name:
Title:

NATIONAL BANK OF CANADA

By: “Julie Griffin”
Name: Julie Griffin
Title: Vice-President

By: “Ian Gillespie”
Name: Ian Gillespie
Title: Managing Director

THE AGENT:

THE TORONTO-DOMINION BANK

By: "Michael Freeman"
Name: Michael Freeman
Title: Vice President, Loan Syndications - Agency

SCHEDULE 1
COMMITMENTS / LIMIT

Lenders	Revolver Commitment	Swing Line Commitment	Bid Bond Guarantee Limit	Bridge Commitment	Term Commitment
The Toronto-Dominion Bank	CAD2,500,000	CAD5,000,000	USD20,000,000	CAD17,500,000	CAD25,000,000
Bank of Montreal	CAD3,750,000	-	-	CAD8,750,000	CAD12,500,000
National Bank of Canada	CAD3,750,000	-	-	CAD8,750,000	CAD12,500,000
TOTALS:	**CAD10,000,000**	**CAD5,000,000**	**USD20,000,000**	**CAD35,000,000**	**CAD50,000,000**

SCHEDULE 2
FORM OF BORROWING REQUEST

PART I
RELEVANT SYNDICATED FACILITIES

TO: **The Toronto-Dominion Bank, as Agent**
77 King Street West
18th Floor
Toronto, Ontario
M5K 1A2
Attention: Vice President, Agency, Loan Syndications
Facsimile No.: (416) 982-5535

RE: **Credit Facilities for IBI Group**

Reference is made to the credit agreement dated as of January 30, 2009 (as changed and in effect from time to time, the "**Credit Agreement**") among IBI Group as Borrower, the Institutions named therein as Lenders and The Toronto-Dominion Bank, as Agent. All words used in this Borrowing Request which are defined or given extended meanings 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) Borrowing Date

____

(c) Aggregate amount of Borrowing

CAD_____________________
USD_____________________

☐ (d) Type and Amount of Borrowing:

		Amount	Converted From (if Applicable)
( )	Canadian Prime Rate Loan	CAD____________	________________
( )	US Base Rate Loan	USD_____________	________________

☐ Acceptances

Face Amount	Tenor in Months	Rollover Amount (if Applicable)	Converted From (if Applicable)
CAD___________	________________	CAD___________	________________

☐ Libor Loan

Amount	Interest Period in Months	Rollover Amount (if Applicable)	Converted From (if Applicable)
USD___________	________________	USD___________	________________

2. **Disbursement**. If the Borrowing requested hereby is a Drawdown, set out below are wire transfer instructions for the account to which the proceeds of that Drawdown are to be transferred:

____

____

____

____

____

3. **Other**. The Borrower represents, warrants and agrees:

(a) Each of the representations and warranties deemed to be repeated in Section 13.2 of the Credit Agreement are true, accurate and complete in all respects on and as of the date hereof with the same effect as if such representations and warranties had been made on and as of the date hereof.

(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, accurate and complete if made on the Borrowing Date.

(d) All other conditions precedent to this Borrowing set out in Article 11 of the Credit Agreement have been fulfilled or waived in writing by the Required Lenders.

DATED this __________ day of _________________________, ________.

IBI GROUP,
an Ontario partnership,
by its partner,
IBI Group L.P.,
by its general partner,
IBI General Partner Trust,
by its trustee,
IBI GP Limited

By: ___________________________________
Name:
Title:

PART II
SWING LINE AND BID BOND GUARANTEE FACILITY

TO: **The Toronto-Dominion Bank**
100 King Street West
26th Floor
Toronto, Ontario
M5K 1A2
Attention: Mariana Urbiola
Facsimile No.: (416) 982-7661

RE: **Credit Facilities for IBI Group**

Reference is made to the credit agreement dated as of January 30, 2009 (as changed and in effect from time to time, the "**Credit Agreement**") among IBI Group as Borrower, the Institutions named therein as Lenders and The Toronto-Dominion Bank, as Agent. All words used in this Borrowing Request which are defined or given extended meanings 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) Borrowing Date

____

(c) Aggregate amount of Borrowing

CAD____________________
USD____________________

(d) Type and Amount of Borrowing:

☐ Acceptances

Face Amount	Tenor in Months	Rollover Amount (if Applicable)	Converted From (if Applicable)
CAD___________	________________	CAD___________	________________

☐ Libor Loan

Amount	Interest Period in Months	Rollover Amount (if Applicable)	Converted From (if Applicable)
USD___________	________________	USD___________	________________

☐ Standby Instrument under the:

( ) Revolver Facility
( ) Bid Bond Guarantee Facility

2. **Other**. The Borrower represents, warrants and agrees:

(a) Each of the representations and warranties deemed to be repeated in Section 13.2 of the Credit Agreement are true, accurate and complete in all respects on and as of the date hereof with the same effect as if such representations and warranties had been made on and as of the date hereof.

(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, accurate and complete if made on the Borrowing Date.

(d) All other conditions precedent to this Borrowing set out in Article 11 of the Credit Agreement have been fulfilled or waived in writing by the Required Lenders.

DATED this __________ day of _________________________, ________.

IBI GROUP,
an Ontario partnership,
by its partner,
IBI Group L.P.,
by its general partner,
IBI General Partner Trust,
by its trustee,
IBI GP Limited

By: ___________________________________
Name:
Title:

SCHEDULE 3
FORM OF CANCELLATION NOTICE

PART I
RELEVANT SYNDICATED FACILITIES

TO: **The Toronto-Dominion Bank, as Agent**
77 King Street West
18th Floor
Toronto, Ontario
M5K 1A2
Attention: Vice President, Agency, Loan Syndications
Facsimile No.: (416) 982-5535

RE: Credit Facilities for IBI Group

Reference is made to the credit agreement dated as of January 30, 2009 (as changed and in effect from time to time, the "**Credit Agreement**") among IBI Group as Borrower, the Institutions named therein as Lenders and The Toronto-Dominion Bank, as Agent. All words used in this Cancellation Notice which are defined or given extended meanings in the Credit Agreement have the respective meanings attributed to them in the Credit Agreement.

Notice is hereby given in accordance with Section 10.3 of the Credit Agreement that the undersigned wishes to cancel the Total Commitment by the amount of CAD______________, allocated as to CAD______________ to the Revolver Facility, and CAD______________ to the Swing Line, CAD______________ to the Bridge Facility and CAD______________ to the Term Facility, such cancellation to take effect on ____________________________, 20___.

DATED this ____ day of _________, _____.

IBI GROUP,
an Ontario partnership,
by its partner,
IBI Group L.P.,
by its general partner,
IBI General Partner Trust,
by its trustee,
IBI GP Limited

By: ______________________________
Name:
Title:

PART II
SWING LINE AND BID BOND GUARANTEE FACILITY

TO: **The Toronto-Dominion Bank**
100 King Street West
26th Floor
Toronto, Ontario
M5K 1A2
Attention: Mariana Urbiola
Facsimile No.: (416) 982-7661

RE: **Credit Facilities for IBI Group**

Reference is made to the credit agreement dated as of January 30, 2009 (as changed and in effect from time to time, the "**Credit Agreement**") among IBI Group as Borrower, the Institutions named therein as Lenders and The Toronto-Dominion Bank, as Agent. All words used in this Cancellation Notice which are defined or given extended meanings in the Credit Agreement have the respective meanings attributed to them in the Credit Agreement.

Notice is hereby given in accordance with Section 10.3 of the Credit Agreement that the undersigned wishes to cancel the Swing Line Commitment by the amount of CAD______________, such cancellation to take effect on ____________________________, 20___.

DATED this ____ day of _________, _____.

IBI GROUP,
an Ontario partnership,
by its partner,
IBI Group L.P.,
by its general partner,
IBI General Partner Trust,
by its trustee,
IBI GP Limited

By: ______________________________________
Name:
Title:

SCHEDULE 4
FORM OF REPAYMENT NOTICE

PART I
RELEVANT REVOLVING FACILITIES

TO:	**The Toronto-Dominion Bank, as Agent** **77 King Street West** **18th Floor** **Toronto, Ontario** **M5K 1A2**	
	Attention:	**Vice President, Agency, Loan Syndications**
	Facsimile No.:	**(416) 982-5535**
RE:	**Credit Facilities for IBI Group**	

Reference is made to the credit agreement dated as of January 30, 2009 (as changed and in effect from time to time, the "**Credit Agreement**") among IBI Group as Borrower, the Institutions named therein as Lenders and The Toronto-Dominion Bank, as Agent. All words used in this Repayment Notice which are defined or given extended meanings 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] under the ______________[2] Facility [which has a current Period End Date expiring on ________________, _______] in the amount of [CAD/USD]_______________ on _______________, ______.

DATED this ____ day of _________, _____.

[1] Specify type of Borrowing

[2] Specify Credit Facility

IBI GROUP,
an Ontario partnership,
by its partner,
IBI Group L.P.,
by its general partner,
IBI General Partner Trust,
by its trustee,
IBI GP Limited

By: ______________________________
Name:
Title:

PART II
SWING LINE AND BID BOND GUARANTEE FACILITY

TO:	**The Toronto-Dominion Bank** **100 King Street West** **26th Floor** **Toronto, Ontario** **M5K 1A2** **Attention: Mariana Urbiola** **Facsimile No.: (416) 982-7661**
RE:	**Credit Facilities for IBI Group**

Reference is made to the credit agreement dated as of January 30, 2009 (as changed and in effect from time to time, the "**Credit Agreement**") among IBI Group as Borrower, the Institutions named therein as Lenders and The Toronto-Dominion Bank, as Agent. All words used in this Repayment Notice which are defined or given extended meanings 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 __________[3] under the Swing Line [which has a current Period End Date expiring on ________________, _______] in the amount of [CAD/USD]_______________ on _______________, ______.

DATED this ___ day of _________, _____.

IBI GROUP,
an Ontario partnership,
by its partner,
IBI Group L.P.,
by its general partner,
IBI General Partner Trust,
by its trustee,
IBI GP Limited

By: ___________________________________
Name:
Title:

[3] Specify type of Borrowing

SCHEDULE 5
FORM OF COMPLIANCE CERTIFICATE

TO: **The Toronto-Dominion Bank, as Agent**
77 King Street West
18th Floor
Toronto, Ontario
M5K 1A2
Attention: **Vice President, Agency, Loan Syndications**
Facsimile No.: **(416) 982-5535**

RE: **Credit Facilities for IBI Group**

Reference is made to the credit agreement dated as of January 30, 2009 (as changed and in effect from time to time, the "**Credit Agreement**") between 2186940 IBI Group, as Borrower, the Institutions named therein as Lenders and The Toronto-Dominion Bank, as Agent. All words used in this Compliance Certificate which are defined or given extended meanings in the Credit Agreement have the respective meanings attributed to them in the Credit Agreement.

This Compliance Certificate is given pursuant to Section 14.1.6 of the Credit Agreement in respect of the Test Period ending on ____________________, 20____ (the "**Relevant Test Period**").

The Borrower hereby certifies as follows:

(a) **Funded Debt/EBITDA Ratio.** The attachment hereto shows the calculation of the Funded Debt/EBITDA Ratio for the Relevant Test Period to be _____ : 1 which does not exceed the maximum limit of _____:1 prescribed for this ratio.

(b) **Fixed Charge Coverage Ratio**. The attachment hereto shows the calculation of the Fixed Charge Coverage Ratio for the Relevant Test Period to be _____ : 1 which is not less than the minimum limit of 1.1:1 prescribed for this ratio.

(c) **Current Ratio**. The attachment hereto shows the calculation of the ratio of the consolidated current assets to the consolidated current liabilities of the Borrower as at the end of the Relevant Test Period to be _____:1 which exceeds the minimum limit of 1.2:1 prescribed for this ratio.

(d) **Applicable Margin**. The attachment shows that the Applicable Margins have changed to / remains the same as set out below:

Funded Debt/ EBITDA Ratio	Applicable Margin for Floating Rate Loans	Applicable Margin for Libor Loans, Acceptances and Standby Instruments	Applicable Margin for Commitment Fee
__________: 1	**__________%**	**__________%**	**__________%**

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 Directors and Associate Directors Compensation Amount paid (i) during the Fiscal Quarter ending at the end of the Relevant Test Period was CAD__________________ and (ii) during the Relevant Test Period was CAD____________________.

The total sum of EBITDA for each IBI Consolidated Group Member that is not a Secured Group Member for the Relevant Test Period is CAD_________________.

Attached hereto are copies of the account statements for each of the Unperfected Bank Accounts for the Relevant Test Period, together with detailed calculations showing the items referred to in clauses (ii) and (iii) of the proviso to Subsection 14.2.22 during each period that the aggregate cash balances in all Unperfected Bank Accounts of any IBI Consolidated Group Member exceeded USD100,000. Such account statements and calculations demonstrate compliance with Subsection 14.2.22.

The undersigned represents, warrants and agrees:

(a) The representations and warranties deemed to be repeated in Section 13.2 of the Credit Agreement are true, accurate and complete on and as of the date hereof with the same effect as if such representations and warranties had been made on and as of the date hereof.

(b) No Default has occurred and is continuing on the date hereof.

The undersigned acknowledges its obligations under the Loan Documents, confirms that it remains bound by each of the obligations expressed to be binding upon it in the Loan Documents and agrees to punctually pay and perform its obligations under the Loan Documents in accordance with their respective terms.

DATED this ______ day of ____________________, ______.

Yours very truly,

IBI GROUP,
an Ontario partnership,
by its partner,
IBI Group L.P.,
by its general partner,
IBI General Partner Trust,
by its trustee,
IBI GP Limited

By: ______________________________
Name:
Title:

SCHEDULE 6
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 -

THE TORONTO-DOMINION BANK

acting as administration agent for and on behalf of itself and the Lenders with respect to the Credit Facilities and the Loan Documents

(hereinafter called the "**Agent**")

RECITALS:

1. IBI Group, as Borrower, the Institutions named therein as Lenders and The Toronto-Dominion Bank as Agent entered into a credit agreement dated as of January 30, 2009 (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.

2. The Transferor is a Lender under the Credit Agreement with the following Commitments and Bid Bond Guarantee Limit determined before the transfer contemplated hereby takes effect:

Credit Facility	Commitment / Limit	Relevant Credit Facility Percentage
Revolver Facility*	CAD____________	______ %
Swing Line*	CAD____________	______ %
Bid Bond Guarantee Facility	CAD____________	______ %
Bridge Facility	CAD____________	______ %
Term Facility	CAD____________	______ %

* Consent of Swing Line Lender/Issuing Bank Required

The Transferor has agreed to transfer to the Transferee the amounts of its Commitments (the "**Relevant Transfer Amounts**") and/or the proportions of its Commitments (the "**Relevant Transfer Percentages**") indicated in the table below:

Credit Facility	Relevant Transfer Amount	Relevant Transfer Percentage
Revolver Facility	CAD____________	______ %
Swing Line	CAD____________	______ %
Bid Bond Guarantee Facility	CAD____________	______ %
Bridge Facility	CAD____________	______ %
Term Facility	CAD____________	______ %

The portion of the Transferor's Commitments and Bid Bond Guarantee Limit so transferred is hereinafter called the "**Transferred Commitments**".

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**. Subject to paragraph 7 below, of and from __________________, ______ or such other date as the Agent may agree upon with the Transferor and Transferee (herein called the "**Closing 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 Closing 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 Agent on its own behalf and on behalf of each of the Senior Lenders other than the Transferor (herein called the "**Other Senior Lenders**") hereby releases and forever discharges the Transferor of and from any and all claims, losses and expenses and obligations arising on or after the Closing Date under, by reason of, or in connection with the Transferred Obligations;

   (c) the Agent on its own behalf and on behalf of each of the Other Senior 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 Closing Date in relation to the Transferred Commitments (herein called the "**Transferred Rights**"); and

   (d) the Transferor hereby releases and forever discharges each of the Agent and the Other Senior Lenders of and from any and all claims, losses and expenses and obligations arising after the Closing 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 Borrower on or before the Closing Date in respect of the Transferred Commitments; and

   (b) any payments due and payable by the Borrower after the Closing Date, but payable in respect of the Transferor's Rateable Share in any Libor Loan or issue of Acceptances outstanding on the Closing Date,

   shall, upon receipt by the Agent, be paid to the Transferor. For certainty, the Transferee acknowledges that its Rateable Share in Advances by way of Libor Loans and issues of Acceptances outstanding under the Credit Facilities as at the Closing Date will only take effect on the Period End Dates for those Libor Loans and issues of Acceptances.

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 Borrower, the Agent and the Other Senior Lenders, on the one hand, and the Transferor and Transferee on the other hand, be deemed to have been paid.

5. **Copy to the Borrower**. Each of the Transferor and Transferee hereby authorizes the Agent to provide a signed copy of this loan transfer agreement to the Borrower in acceptance of the offer contained in the Credit Agreement of the Borrower to the Transferee to become a party to the Credit Agreement in respect of the Transferred Commitments. Subject to the consent of the Borrower to the assignment contemplated hereby if such consent is required by Subsection 17.10.4, upon receipt by the Borrower of a signed copy of this loan transfer agreement, the provisions of Subsection 17.10.4 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 Agent, as the attorney and agent of the Transferee, with full power of substitution and delegation, to complete, execute and deliver on behalf of the Lenders, including the Transferee, each Loan Document to be executed by the Agent on behalf of the Lenders, and each document to be executed by the Agent on behalf of the Lenders pursuant to each Loan Document, and to take such action on behalf of the Lenders as may be authorized or directed pursuant to any such Loan Document, subject in each case to the terms and conditions of Article 16 of the Credit Agreement.

7. **Required Consents**. Neither the assignment nor assumption contained in paragraph 2 above shall be effective unless (a) the consent of the Borrower is given, if required under Subsection 17.10.4 of the Credit Agreement, (b) the consent of the Agent is given if required under Subsection 17.10.4 of the Credit Agreement and (c) the consent of the Swing Line Lender and Issuing Bank is given if any Revolver Commitment is being transferred.

8. **Interpretation**. This loan transfer agreement 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, and shall be construed as supplemental to and form part of the Credit Agreement. Transmission of a copy of an executed signature page of this loan transfer agreement by any party hereto to the other parties hereto by facsimile transmission or by e-mail in pdf format, or posting a copy of a signature page of this loan transfer agreement signed by any party hereto on the internet website designated by the Agent under Subsection 16.26.2 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 agreement as of the day and year first above written.

____
as Transferor

By: ______________________________
Authorized Signatory

____
as Transferee

By: ______________________________
Authorized Signatory

THE TORONTO-DOMINION BANK
as Agent

By: ______________________________
Authorized Signatory

ACCEPTANCE[1]

By its execution and delivery of this Acceptance, the Borrower consents to the assignment and transfer recorded above, acknowledges and agrees to the provisions recorded above, and confirms its agreement to the provisions of Subsection 17.10.4 of the Credit Agreement with respect to such assignment and transfer.

IBI GROUP,
an Ontario partnership,
by its partner,
IBI Group L.P.,
by its general partner,
IBI General Partner Trust,
by its trustee,
IBI GP Limited

By: ______________________________
Name:
Title:

CONSENT[2]

By its execution of this Consent, the Swing Line Lender and Issuing Bank consents to the assignment and transfer recorded above.

THE TORONTO-DOMINION BANK

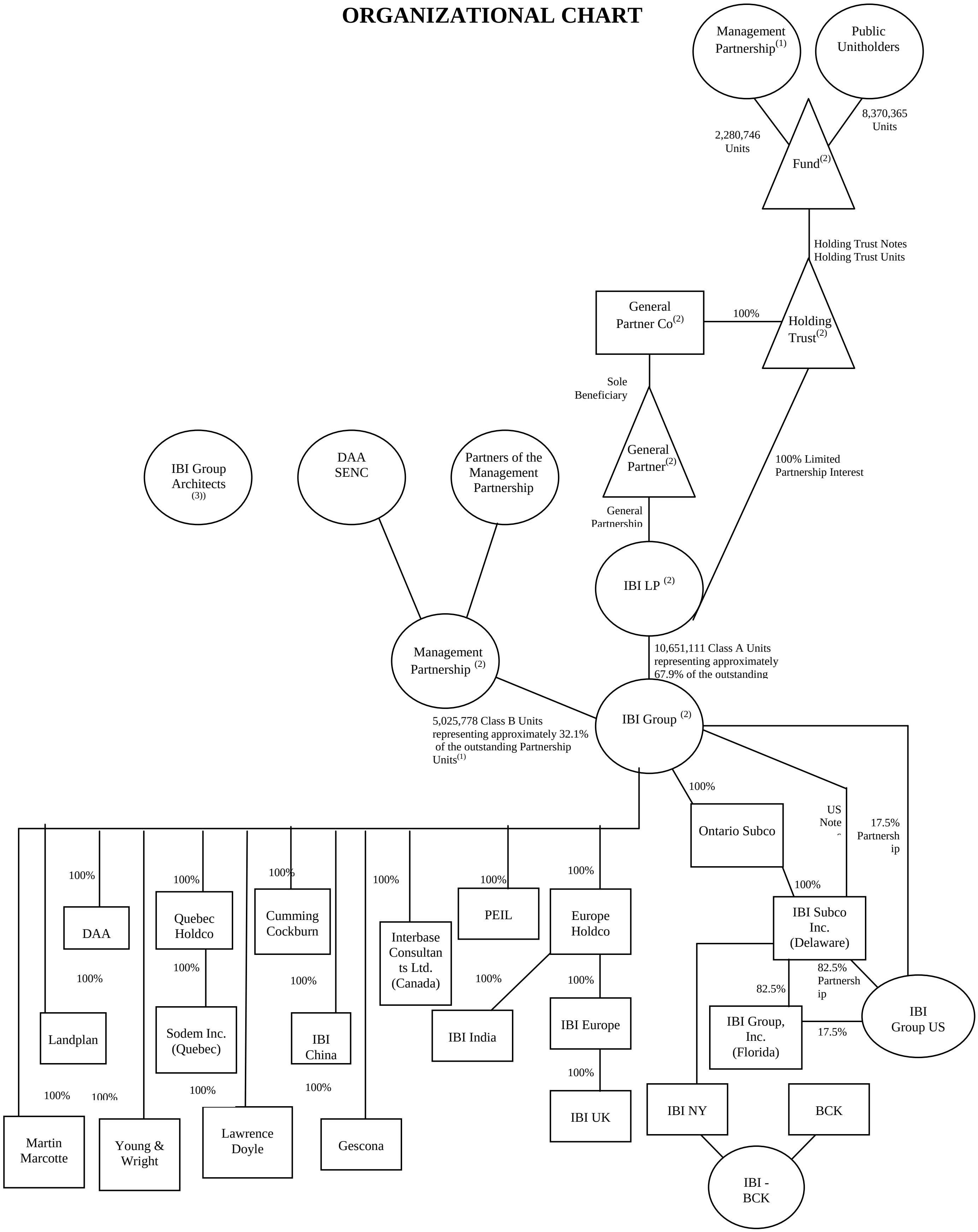
By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

[1] Applicable only prior to the occurrence of an Event of Default

[2] Applicable only if Revolver Commitment or Swing Line Commitment is being assigned

SCHEDULE 7
ORGANIZATIONAL CHART



Notes:

(1) The Management Partnership also holds 5,025,778 Non-Participating Voting Units.

(2) The Fund, the Holding Trust, General Partner Co, the General Partner Trustee, the General Partner, IBI LP, IBI Group and the Management Partnership are parties to the Administration Agreement pursuant to which, among other things, IBI Group provides all administrative and support services required by the Fund, the Holding Trust, General Partner Co., the General Partner Trustee, the General Partner and IBI LP, and the Management Partnership provides services to IBI Group and IBI Group US.

(3) Represents IBI Group Architects (Ontario), IBI Group Architects (Alberta), IBI-HB Architects (British Columbia) and Beinhaker Architecte. In order to comply with regulations governing the practice of architecture, IBI Group will not have any interest, direct or indirect, in these firms. However, the amount of income and distributions allocated to the Class B Units is adjusted to reflect the income and cash allocated by these firms to their partners.

SCHEDULE 8
SECURITY

BORROWER

1. Security Agreement from the Borrower, together with:

    (a) the share certificates representing the entire issued Capital Stock of DAA, IBI Europe Holdings Limited, 1626699 Ontario Limited, Cumming Cockburn and InterBase Consultants Ltd.

    (b) undated stock transfer powers in respect of the shares referred to in (a) executed in blank

2. Standard IBC Mortgage Clause

3. Subordination Agreements, Limitation of Interest Letters, etc. relative to Item #1

4. Principal Agreement Assignment Agreement from the Borrower

5. Acknowledgment re Purchase Agreement relative to Item #4

6. Acknowledgment re License Agreement relative to Item #4

7. Acknowledgment re Administration Agreement relative to Item #4

8. Trust Deed, Collateral Mortgage Bond, Movable Hypothec on Specific Claims and Delivery Order from the Borrower

IBI GROUP US

9. Guarantee from IBI Group US

10. Security Agreement from IBI Group US

11. Share Certificate and stock transfer power representing 2,359 shares in IBI Florida

IBI GROUP (UK) LIMITED

12. Guarantee from IBI Group (UK) Limited

13. Debenture from IBI Group (UK) Limited

IRWIN BEINHAKER INTERBASE LIMITED

14. Guarantee from Irwin Beinhaker InterBase Limited

15. Debenture from Irwin Beinhaker InterBase Limited, together with:

(a) the share certificate representing the entire issued Capital Stock of IBI Group International Limited, IBI Group Consultants (International) Ltd., IBI Hellas SA and IBI Group (UK) Limited

(b) undated stock transfer powers in respect of the shares referred to in (a) executed in blank

INTERBASE CONSULTANTS LTD.

16. Guarantee from InterBase Consultants Ltd.

17. Security Agreement from InterBase Consultants Ltd.

CUMMING COCKBURN

18. Guarantee from Cumming Cockburn

19. Security Agreement from Cumming Cockburn

IBI EUROPE HOLDINGS LIMITED

20. Guarantee from IBI Europe Holdings Limited

21. Security Agreement from IBI Europe Holdings Limited, together with:

(a) the share certificates representing the entire issued Capital Stock of Irwin Beinhaker InterBase Limited

(b) undated stock transfer powers in respect of the shares referred to in (a) executed in blank

IBI GROUP ARCHITECTS

22. Guarantee from IBI Group Architects

23. Security Agreement from IBI Group Architects

1626699 ONTARIO LIMITED

24. Guarantee from 1626699 Ontario Limited

25. Security Agreement from 1626699 Ontario Limited, together with:

(a) the share certificates representing the entire issued Capital Stock of IBI Subco Inc.

(b) undated stock transfer powers in respect of the shares referred to in (a) executed in blank

IBI SUBCO INC.

26. Guarantee from IBI Subco Inc.

27. Security Agreement from IBI Subco, together with:

    (a) the share certificates representing 11,123 shares of IBI Florida

    (b) undated stock transfer powers in respect of the shares referred to in (a) executed in blank

DAA

28. Guarantee from DAA

29. Trust Deed, Collateral Mortgage Bond, Movable Hypothec on Specific Claims and Delivery Order from DAA

PEIL

29. Guarantee from PEIL

30. Security Agreement from PEIL

LAL

31. Guarantee from LAL

32. Security Agreement from LAL

Y+W

33. Guarantee from Y+W

34. Security Agreement from Y+W

LD

35. Guarantee from LD

36. Security Agreement from LD

GESCONA

37. Guarantee from Gescona

38. Security Agreement from Gescona

IBI NY

39. Guaranty from IBI NY

40. Security Agreement from IBI NY

IBI – BCK

42. Guaranty from IBI – BCK

43. Security Agreement from IBI-BCK

IBI FLORIDA

44. Guaranty from IBI Florida

45. Security Agreement from IBI Florida

PAGE + STEELE INCORPORATED

46. Guarantee from Page + Steele Incorporated

47. Security Agreement from Page + Steele Incorporated

GIFFELS ASSOCIATES LIMITED/IBI GROUP

48. Guarantee from Giffels Associates Limited/IBI Group

49. Security Agreement from Giffels Associates Limited/IBI Group

GIFFELS INTERNATIONAL LIMITED/GIFFELS INTERNATIONAL LIMITÉE

50. Guarantee from Giffels International Limited/Giffels International Limitée

51. Security Agreement from Giffels International Limited/Giffels International Limitée

MARTIN & MARCOTTE – BEINHAKER INC.

52. Guarantee from Martin & Marcotte – Beinhaker Inc.

53. Security Agreement from Martin & Marcotte – Beinhaker Inc.

54. Trust Deed, Collateral Mortgage Bond, Moveable Hypothec on Specific Claims and Delivery Order from Martin & Marcotte – Beinhaker Inc.

GIFFELS, INC.

55. Guaranty from Giffels, Inc.

56. Security Agreement from Giffels, Inc.

SCHEDULE 9
LITIGATION AND ENVIRONMENTAL CLAIMS

On September 26, 2007, Gestion Soroma Ltee. ("**Soroma**") was served as one of three defendants (with the City of Montreal and the Borough of Ville D'Anjou) in a claim by several plaintiffs including Leon Jules on behalf of Ralph Lundy, Leone Jules and Paul Lundy. This relates to Soroma's management and operation of a swimming pool in Ville D'Anjou. Ralph Lundy was severely injured when he jumped off an inflatable device in the pool. The claims are for damages suffered by (a) Ralph Lundy in the amount CAD48,794,277, (b) Leone Jules in the amount of CAD3,800,529.32 and (c) Paul Lundy in the amount of CAD500,000.

Soroma has reported this claim to its insurer. Soroma is an Exempt Security Provider and is a subsidiary of Sodem. The accident occurred prior to the Borrower acquiring DAA. Soroma's insurance policy has a CAD5,000,000 limit. However, as Soroma currently has no assets, other than the applicable insurance policy, there is no financial risk to the Borrower. As the injuries suffered by Ralph Lundy are extremely severe, the parties are in the process of attempting to determine his life expectancy in order to determine future care costs.