FIFTH AMENDING AGREEMENT

THIS AGREEMENT made as of the 29th day of July, 2022.

BETWEEN:

NFI GROUP INC., a corporation incorporated under the laws of the Province of Ontario

(herein called the "**Canadian Borrower**")

- and -

NEW FLYER HOLDINGS, INC., a corporation incorporated under the laws of the State of Delaware

(herein called "**U.S. Borrower**" and together with the Canadian Borrower, the "**Borrowers**")

- and -

THE BANK OF NOVA SCOTIA, a Canadian chartered bank

(herein called the "**Administrative Agent**")

- and -

THE BANK OF NOVA SCOTIA, BANK OF MONTREAL, NATIONAL BANK OF CANADA, CANADIAN IMPERIAL BANK OF COMMERCE, BANK OF AMERICA, N.A., CANADA BRANCH, THE TORONTO-DOMINION BANK, WELLS FARGO BANK, N.A. CANADIAN BRANCH, HSBC BANK CANADA, MUFG BANK, LTD., CANADA BRANCH, EXPORT DEVELOPMENT CANADA, ICICI BANK CANADA and one or more Persons to whom the foregoing or their respective permitted assigns may from time to time assign an undivided interest in the Loan Documents and who agree to be bound by the terms thereof as a Lender (as defined herein)

(herein, in their capacities as lenders to the Borrower, collectively called the "**Lenders**" and individually called a "**Lender**")

WHEREAS the Borrowers, the Lenders and the Administrative Agent entered into a credit agreement made as of October 25, 2018 (as amended by a first amending agreement dated August 2, 2019, a second amending agreement dated April 23, 2020, a third amending agreement dated December 23, 2020 and a fourth amending agreement dated December 2, 2021, the "**Credit Agreement**") and pursuant to which the Lenders established a credit facility in favour of the Borrower;

AND WHEREAS the parties hereto wish to amend certain provisions of the Credit Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements contained herein, the parties covenant and agree as follows:

ARTICLE 1
DEFINED TERMS

1.1 Capitalized Terms. All capitalized terms which are used herein without being specifically defined herein shall have the meaning ascribed thereto in the Credit Agreement as amended hereby.

ARTICLE 2
AMENDMENTS

2.1 General Rule. Subject to the terms and conditions herein contained, the Credit Agreement is hereby amended to the extent necessary to give effect to the provisions of this agreement and to incorporate the provisions of this agreement into the Credit Agreement.

2.2 Amendment of the Credit Agreement. Subject to the satisfaction (or waiver) of the conditions set forth in ARTICLE 4 hereof, the Credit Agreement, effective as of the date hereof, is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the bold underlined text (indicated textually in the same manner in the following example: <u>underlined text</u>) as set forth on the pages of the Credit Agreement and all schedules thereto and attached hereto as Exhibit A (the "Amended Credit Agreement").

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties. To induce the Lenders and the Administrative Agent to enter into this agreement, the Borrowers hereby represent and warrant to the Lenders and the Administrative Agent that the representations and warranties of the Borrowers which are contained in Section 10.1 of the Credit Agreement are true and correct on the date hereof as if made on the date hereof, except to the extent that any such representation or warranty relates to a specified date, in which case that representation or warranty shall be made as of the date to which it relates. The Borrowers hereby represent and warrant that no Default has occurred and is continuing nor will a Default arise as a result of the execution and delivery of this agreement.

ARTICLE 4
CONDITIONS PRECEDENT TO EFFECTIVENESS OF AGREEMENT

4.1 Conditions Precedent. This agreement shall become effective upon the satisfaction of the following conditions precedent:

(a) the Borrowers, the Administrative Agent and the Lenders shall have executed and delivered this agreement;

(b) the fee letter between the Borrowers and the Administrative Agent dated on or about the date hereof shall have been executed and delivered;

(c) each Obligor shall have executed and delivered to the Administrative Agent confirmations of guarantee and security, each to be in form and substance satisfactory to the Administrative Agent;

(d) the Administrative Agent shall have received, in form and substance satisfactory to it, all of the following:

(i) certified copies of the charter documents and by-laws of each Obligor (or equivalent documentation);

(ii) a duly certified resolution of (x) each Borrower's board of directors authorizing it to execute and deliver this agreement and perform its obligations under the Loan Documents to which it is a party, as amended by this agreement and (y) each Guarantor's board of directors authorizing it to execute and deliver its confirmation of guarantee and perform its obligation under the Loan Documents to which it is a party, as confirmed by its confirmation;

(iii) a certificate of a senior officer of each Obligor setting forth specimen signatures of the individuals authorized to sign the Loan Documents to which it is a party;

(iv) a certificate of status or good standing (or equivalent) for each Obligor issued by the appropriate governmental body or agency of the jurisdiction in which such Obligor is incorporated or formed;

(v) opinions of Canadian counsel to the Obligors addressed to the Lenders, the Administrative Agent and the Administrative Agent's counsel with respect to all matters as the Administrative Agent may reasonably request; and

(vi) a financial forecast of the Canadian Borrower and its subsidiaries, on a consolidated basis, until the end of Fiscal Year 2023 broken out on a quarterly basis;

(e) the Administrative Agent shall have received a fully executed copy of an amending agreement to the U.K. Operating Facility, which such agreement addresses in a substantively comparable manner the matters set forth in this amending agreement and is otherwise in form and substance satisfactory to the Administrative Agent and, for clarity, the amount of credit available pursuant to the U.K. Operating Facility shall not be reduced pursuant to or in connection with such agreement; and

(f) the Borrower shall have paid, or have made payment arrangements satisfactory to the Administrative Agent to pay all fees required in connection with this agreement, including without limitation (x) to each Lender consenting to all of the amendments set forth in this agreement, an amendment fee equal to **[redacted]** basis points on the amount of such Lender's Individual Commitment on the date of execution and delivery of this agreement, (y) the fees set forth in the fee letter referenced in paragraph (b) above and (z) all reasonable fees, charges and expenses of the Administrative Agent's counsel.

ARTICLE 5
MISCELLANEOUS

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

5.2 Governing Law. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.3 Enurement. This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

5.4 Conflict. If any provision of this agreement is inconsistent or conflicts with any provision of the Credit Agreement, the relevant provision of this agreement shall prevail and be paramount.

5.5 Counterparts. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same agreement. Delivery of an executed signature page of this agreement by facsimile transmission or by e-mail in pdf format shall be as effective as delivery of a manually executed counterpart thereof.

5.6 Confirmation. Each Borrower confirms and agrees that the obligations expressed to be created under or pursuant to each Loan Document to which it is a party shall be binding upon such Borrower and shall be unaffected by and shall continue in full force and effect notwithstanding the amendment to the Credit Agreement and consent in respect thereof as constituted hereby and the execution and delivery and effectiveness of this agreement shall not in any manner whatsoever reduce, release, discharge, impair or otherwise prejudice or change the rights of the Administrative Agent and the Lenders arising under, by reason of or otherwise in respect of such obligations constituted by each such Loan Document. For the avoidance of doubt, each Borrower hereby confirms that each Loan Document to which it is a party continues in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have executed this agreement.

NFI GROUP INC.

By: *"Pipasu Soni"*
Name: Pipasu Soni
Title: Chief Financial Officer, Executive Vice President, Finance and Treasurer

By: *"Colin Pewarchuk"*
Name: Colin Pewarchuk
Title: Executive Vice President, General Counsel and Corporate Secretary

NEW FLYER HOLDINGS, INC.

By: *"Pipasu Soni"*
Name: Pipasu Soni
Title: Chief Financial Officer, Executive Vice President, Finance and Treasurer

By: *"Colin Pewarchuk"*
Name: Colin Pewarchuk
Title: Executive Vice President, General Counsel and Corporate Secretary

THE BANK OF NOVA SCOTIA,
as Administrative Agent

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

THE BANK OF NOVA SCOTIA, as Lender

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

BANK OF MONTREAL, as Lender

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

BANK OF MONTREAL, CHICAGO BRANCH, as Lender

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

NATIONAL BANK OF CANADA, as Lender

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

CANADIAN IMPERIAL BANK OF COMMERCE, as Lender

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

BANK OF AMERICA, N.A. CANADA BRANCH, as Lender

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

THE TORONTO-DOMINION BANK, as Lender

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

WELLS FARGO BANK, N.A., CANADIAN BRANCH, as Lender

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

HSBC BANK CANADA, as Lender

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

EXPORT DEVELOPMENT CANADA, as Lender

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

MUFG BANK, LTD., CANADA BRANCH,
as Lender

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

ICICI BANK CANADA, as Lender

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

By: *"Authorized Signature"*
Name: Authorized Signatory
Title: Authorized Signing Officer

EXHIBIT A

(SEE ATTACHED)

Execution Version

NFI GROUP INC.,
as Canadian Borrower

and

NEW FLYER HOLDINGS, INC.,
as U.S. Borrower

and

THE BANK OF NOVA SCOTIA, BMO CAPITAL MARKETS and NATIONAL BANK FINANCIAL INC.

as Co-Lead Arrangers and Joint Bookrunners

and

BANK OF MONTREAL and NATIONAL BANK OF CANADA
as Co-Syndication Agents

and

CANADIAN IMPERIAL BANK OF COMMERCE
as Documentation Agent

and

THE BANK OF NOVA SCOTIA
as Administrative Agent

and

THE BANK OF NOVA SCOTIA, BANK OF MONTREAL, NATIONAL BANK OF CANADA, CANADIAN IMPERIAL BANK OF COMMERCE, BANK OF AMERICA, N.A., CANADA BRANCH, THE TORONTO-DOMINION BANK, WELLS FARGO BANK, N.A. CANADIAN BRANCH, HSBC BANK CANADA, MUFG BANK, LTD., CANADA BRANCH, EXPORT DEVELOPMENT CANADA and ICICI BANK CANADA
as Lenders

CREDIT AGREEMENT

Dated as of October 25, 2018

FASKEN

Fasken Martineau DuMoulin LLP
Toronto, Ontario

TABLE OF CONTENTS

CREDIT AGREEMENT dated as of October 25, 2018 among NFI Group Inc., a corporation incorporated under the laws of Ontario (the "**Canadian Borrower**"), New Flyer Holdings, Inc., a corporation incorporated under the laws of the State of Delaware (the "**U.S. Borrower**" and together with the Canadian Borrower, the "**Borrowers**"), the lending institutions from time to time parties hereto as Lenders (each, a "**Lender**" and, collectively, the "**Lenders**") and The Bank of Nova Scotia as Administrative Agent.

WHEREAS the Borrowers have requested the Lenders provide them a certain credit facility for the purposes set forth in Section 11.1(e);

AND WHEREAS the Lenders are willing to provide such credit facility to the Borrowers for the aforementioned purposes upon the terms and conditions contained herein;

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

The following defined terms shall for all purposes of this agreement, or any amendment, substitution, supplement, replacement or addition hereto, have the following respective meanings unless the context otherwise specifies or requires or unless otherwise defined herein:

"**$**" denotes U.S. dollars.

"**Account**" means, in respect of each Obligor, all of such Obligor's now existing and future: (a) accounts (as defined in the PPSA), and any and all other receivables, including all accounts created by, or arising from, all of such Obligor's sales, leases, loans, rentals of goods or renditions of services to its customers; (b) any and all instruments, documents, bills of exchange, notes or any other writing that evidences a monetary obligation and chattel paper (including electronic chattel paper) (all as defined in the PPSA); (c) unpaid seller's or lessor's rights (including rescission, replevin, reclamation, repossession and stoppage in transit) relating to the foregoing or arising therefrom; (d) rights to any goods represented by any of the foregoing, including rights to returned, reclaimed or repossessed goods; (e) reserves and credit balances arising in connection with or pursuant hereto; (f) guarantees, indemnification rights, supporting obligations, payment intangibles, tax refunds and letter of credit rights; (g) insurance policies or rights relating to any of the foregoing; (h) intangibles pertaining to any and all of the foregoing (including all rights to payment, including those arising in connection with bank and non-bank credit cards), and including books and records and any electronic media and software relating thereto; (i) notes, deposits or property of borrowers or other account debtors securing the obligations of any such borrowers or other account debtors to such Obligor; (j) cash and non-cash proceeds (as defined in the PPSA) of any and all of the foregoing; and (k) all monies and claims for monies now or hereafter due and payable in connection with any and all of the foregoing or otherwise.

"**Accordion Agreement**" means an agreement in the form of Schedule J (or in such other form to substantially similar effect as the Administrative Agent may accept) duly completed, executed and delivered by the Borrowers, an Accordion Lender and the Administrative Agent pursuant to Section 2.6(d).

"**Accordion Lender**" means an existing Lender or a proposed new Lender that has agreed to accept an Individual Commitment with respect to the Credit Facility increase designated in an Accordion Notice delivered to the Administrative Agent pursuant to and in accordance with Section 2.6(a).

"**Accordion Notice**" shall have the meaning ascribed thereto in Section 2.6(a).

"**Acquisition**" means, as to any Person, (a) any purchase or other acquisition of at least 50% of the voting securities of any other Person, and (b) any purchase or other acquisition of assets consisting of a line of business of any other Person. For greater certainty, changes to the corporate existence of any NFI Entity as permitted pursuant to Section 11.3(b) or acquisition of assets permitted pursuant to Section 11.3(d)(ii) shall in each case not constitute an Acquisition.

"**Additional Guarantor**" means any Person which becomes a direct or indirect subsidiary of the Canadian Borrower (unless designated as an Excluded Subsidiary by notice in writing from the Canadian Borrower to the Administrative Agent) and in respect of which Section 11.3(l) has been complied with.

"**Adjusted EBITDA**" means, in respect of any Person and any relevant period, earnings before interest expense, income taxes, depreciation and amortization expenses, adjusted (without duplication) as follows:

(a) ~~(i)~~ plus non-cash charges reducing earnings and minus non-cash gains increasing earnings;

(b) ~~(ii)~~ plus unrealized foreign exchange losses on non-current monetary items and forward foreign exchange contracts and minus unrealized foreign exchange gains on non-current monetary items and forward foreign exchange contracts;

(c) ~~(iii)~~ plus cash expenses of an extraordinary, unusual, or non-recurring nature and minus cash gains of an extraordinary, unusual, or non-recurring nature;

(d) ~~(iv)~~ plus cash expenses incurred in connection with acquisitions, whether or not consummated (including, without limitation, expenses associated with due diligence activities in respect thereof) and other costs associated with assessing strategic and corporate initiatives;

(e) ~~(v)~~ plus cash restructuring and integration expenses;

(f) ~~(vi)~~ plus losses, and minus gains, on disposal of property, plant and equipment;

(g) ~~(vii)~~ plus unrealized marked-to-market losses, and minus unrealized marked-to-market gains, in respect of Hedging Obligations;

(h) ~~(viii)~~ plus or minus fair value adjustments on cash settled equity hedges represented by gains/losses on marked-to-market during a period multiplied by the percentage of unrecognized costs on underlying cash-settled equity programs at the end of the period;

(i) ~~(ix)~~ plus equity settled stock-based compensation expenses;

(j) ~~(x)~~ plus or minus fair value adjustment to working capital in connection with Permitted Acquisitions;

(k) ~~(xi)~~ plus or minus periodic adjustments to goodwill and intangibles;

(l) ~~(xii)~~ plus operating costs relating to the COVID-19 pandemic (up to a maximum aggregate amount of $8,000,000 over the life of this agreement) that include, but are not limited to, the purchase of personal protective equipment, plant sanitation activities and incremental responsive and pre-emptive cleaning supplies and services; and

(m) ~~(xiii)~~ plus unusual or non-recurring non-cash inventory impairments related to the COVID-19 pandemic.

For greater certainty, any non-cash charges reducing earnings may not be added back in calculating Adjusted EBITDA if such non-cash charges are payable in cash in any future period. If an Obligor (i) has made a Permitted Acquisition in excess of $50,000,000 during the relevant period, or (ii) disposed of a subsidiary or assets constituting a business as a going concern for aggregate consideration in excess of $50,000,000, during the relevant period, Adjusted EBITDA for the period shall be calculated on a *pro forma* basis as if the Permitted Acquisition or disposition had occurred at the beginning of the period. In connection with any such acquisition, Adjusted EBITDA may, where applicable, take into account normalization adjustments as are consistent with the Canadian Borrower's accounting practices, all calculated on a pro forma basis.

"**Adjusted LIBOR**" means, for a particular Interest Period, the interest rate per annum, calculated on the basis of a 360-day year, which is equal to the product of LIBOR for such Interest Period.

"**Administrative Agent**" means The Bank of Nova Scotia, in its capacity as administrative agent of the Lenders, and any successor thereto pursuant to Section 14.12.

"**affiliate**" shall have the meaning ascribed thereto in the *Business Corporations Act* (Ontario).

"**Alternate Base Rate Canada**" means, at any particular time, the variable rate of interest per annum, calculated on the basis of a year of 365 or 366 days, as the case may be, which is equal to the greater of (a) the Base Rate Canada at such time, and (b) the aggregate of (i) the Federal Funds Effective Rate at such time and (ii) ½ of 1% per annum.

"**Alternate Base Rate New York**" means, at any particular time, the variable rate of interest per annum, calculated on the basis of a year of 365 or 366 days, as the case may be, which is equal to the greater of (a) the Base Rate New York at such time, and (b) the aggregate of (i) the Federal Funds Effective Rate at such time and (ii) ½ of 1% per annum.

"**Annualized Interest Coverage Ratio**" means, on any date of determination, the ratio of (a) Adjusted EBITDA of the Canadian Borrower determined on a consolidated basis for the Annualized Rolling Period ended on the most recent Quarterly Date for which financial statements shall have been delivered to the Administrative Agent pursuant to Section 11.1(b) to (b) Interest Expense of the Canadian Borrower on a consolidated basis for such Rolling Period.

"**Annualized Rolling Period**" means:

(a) for the Fiscal Quarter ending January 1, 2023, the sum of Adjusted EBITDA for the Fiscal Quarters ending January 1, 2023 multiplied by 4;

(b) for the Fiscal Quarter ending April 2, 2023, the sum of Adjusted EBITDA for the Fiscal Quarters ending January 1, 2023 and April 2, 2023 multiplied by 2;

(c) for the Fiscal Quarter ending July 2, 2023, the sum of Adjusted EBITDA for the Fiscal Quarters ending January 1, 2023, April 2, 2023 and July 2, 2023 multiplied by 4/3; and

(d) for each Fiscal Quarter thereafter, the referenced Fiscal Quarter taken together with the three immediately preceding Fiscal Quarters.

"**Annualized Total Leverage Ratio**" means on any date of determination, the ratio of (a) the aggregate Indebtedness of the Canadian Borrower on a consolidated basis as of the most recent Quarterly Date for which financial statements shall have been delivered to the Administrative Agent pursuant to Section 11.1(b), to (b) Adjusted EBITDA of the Canadian Borrower determined on a consolidated basis for the Annualized Rolling Period ended on the most recent Quarterly Date for which financial statements shall have been delivered to the Administrative Agent pursuant to Section 11.1(b). For purposes of calculating the Total Leverage Ratio, the aggregate amount of Indebtedness of the Canadian Borrower (on a consolidated basis) (i) shall be net of the amount of any cash that is on deposit with a Lender to the extent that such cash is not subject to any Lien (other than pursuant to the Security Documents and the U.K. Operating Facility Security Documents), up to a maximum aggregate amount of $50,000,000, (ii) shall not include the amount of any undrawn Non-Financial Letters of Credit, and (iii) shall not include the amount of the HSBC Guarantee Facilities, the Convertible Debentures and Subordinated Debt.

"**Applicable Law**" means all public laws, statutes, ordinances, decrees, judgments, codes, standards, acts, orders, by-laws, rules, regulations, Official Body Consents, permits, binding policies and guidelines, and requirements of all Official Bodies, which now or hereafter may be lawfully applicable to and enforceable against any Obligor or its operations or property or any part thereof.

"**Applicable Margin**" means~~:~~, ~~**(i)**~~ at any particular time ~~other than during the Covenant Increase Option Period~~, the applicable margin or fee rate, as the case may be, expressed as basis points per annum (a basis point being 0.01%) which are in effect at such time based upon the last sentence herein and thereafter the Total Leverage Ratio for the Fiscal Quarter that is the subject of the quarterly compliance certificate most recently delivered pursuant to Section 11.1(b)(iii), as set forth in the following table:

Level	Total Leverage Ratio	Prime Rate margin, Base Rate Canada margin and Base Rate New York margin (bps)	LIBOR margin, Acceptance fee rate and Financial Letter fee rate (bps)	Non-Financial Letter fee rate (bps)	Commitment fee rate (bps)
I	<1.5	[redacted]	[redacted]	[redacted]	[redacted]
II	≥ 1.5 and < 2.5	[redacted]	[redacted]	[redacted]	[redacted]
III	≥ 2.5 and < 3.0	[redacted]	[redacted]	[redacted]	[redacted]
IV	≥ 3.0 and < 3.5	[redacted]	[redacted]	[redacted]	[redacted]
V	≥ 3.5 and <4.0	[redacted]	[redacted]	[redacted]	[redacted]
VI	≥ 4.0 and <4.5	[redacted]	[redacted]	[redacted]	[redacted]
VII	≥ 4.5	[redacted]	[redacted]	[redacted]	[redacted]

~~**(ii)** and; (ii) at any particular time during the Covenant Increase Option Period, the applicable margin or fee rate, as the case may be, expressed as basis points per annum (a basis point being 0.01%) which are in effect at such time based upon the last sentence herein and thereafter the Total Leverage Ratio for the Fiscal Quarter that is the subject of the quarterly compliance certificate most recently delivered pursuant to Section 11.1(b)(iii), as set forth in the following table:~~

~~Level~~	~~Total Leverage Ratio~~	~~Prime Rate margin, Base Rate Canada margin and Base Rate New York margin (bps)~~	~~LIBOR margin, Acceptance fee rate and Financial Letter fee rate (bps)~~	~~Non-Financial Letter fee rate (bps)~~	~~Commitment fee rate (bps)~~
~~I~~	~~<1.5~~	[redacted]	[redacted]	[redacted]	[redacted]
~~II~~	~~≥ 1.5 and < 2.5~~	[redacted]	[redacted]	[redacted]	[redacted]
~~III~~	~~≥ 2.5 and < 3.0~~	[redacted]	[redacted]	[redacted]	[redacted]
~~IV~~	~~≥ 3.0 and < 3.5~~	[redacted]	[redacted]	[redacted]	[redacted]
~~V~~	~~≥ 3.5 and <4.0~~	[redacted]	[redacted]	[redacted]	[redacted]
~~VI~~	~~≥ 4.0 and <4.5~~	[redacted]	[redacted]	[redacted]	[redacted]
~~VII~~	~~≥ 4.5~~	[redacted]	[redacted]	[redacted]	[redacted]

~~and in all cases of (i) and (ii) above~~

provided that changes in the Applicable Margin shall be effective and shall apply as set forth in Section 7.8. At any time that a payment default has occurred and is continuing hereunder, the Applicable Margin otherwise determined as aforesaid shall be increased by 2% per annum. Notwithstanding the foregoing, for the period from the date of the ~~Fourth~~Fifth Amendment Effective Date until delivery by the Canadian Borrower of the compliance certificate pursuant to Section 11.1(b)(iii) for the Fiscal Quarter ending ~~October 2~~January 1, ~~2022~~2023, the Applicable Margin shall be Level VII of the applicable table set forth above.

"**Approving Lenders**" shall have the meaning ascribed thereto in Section 2.7(b).

"**Available Amount**" shall have the meaning ascribed thereto in Section 2.7(b)(i).

"**Available Canadian Credit**" means, at any particular time, the amount, if any, by which the Canadian Commitment Amount at such time exceeds the amount of credit outstanding under the Credit Facility in favour of the Canadian Borrower at such time.

"**Available Credit**" means, at any particular time, the aggregate amount, if any, by which the amount of the Credit Limit at such time exceeds the aggregate amount of credit outstanding under the Credit Facility at such time.

"**Available U.S. Credit**" means, at any particular time, the amount, if any, by which the U.S. Commitment Amount at such time exceeds the amount of credit outstanding under the Credit Facility in favour of the U.S. Borrower at such time.

"**BA Discount Rate**" means:

(a) with respect to an issue of Bankers' Acceptances with the same maturity date to be accepted by a Schedule I Lender hereunder, the discount rate per annum, calculated on the basis of a year of 365 days, (i) equal to, as determined by the Administrative Agent, the arithmetic average of the discount rates that appear on the Thomson Reuters Screen CDOR Page at or about 10:00 a.m. (Toronto time) on the date of issue and acceptance of such Bankers' Acceptances, for bankers' acceptances having a comparable face value and an identical maturity date to the face value and maturity date of such issue of Bankers' Acceptances or (ii) if such Page does not appear, the discount rate per annum, calculated on the basis of a year of 365 days, determined by the Administrative Agent as being the arithmetic average of the discount rates of the Schedule I Reference Lenders determined in accordance with their normal practices at or about 10:00 a.m. (Toronto time) on the date of issue and acceptance of such Bankers' Acceptances, for bankers' acceptances having a comparable face value and an identical maturity date to the face value and maturity date of such issue of Bankers' Acceptances; and

(b) with respect to an issue of Bankers' Acceptances with the same maturity date to be accepted by a Non-Schedule I Lender hereunder, the lesser of (i) the discount rate per annum, calculated on the basis of a year of 365 days, determined by the Administrative Agent as being the arithmetic average of the discount rates of the Non-Schedule I Reference Lenders determined in accordance with their normal practices at or about 10:00 a.m. (Toronto time) on the date of issue and acceptance of such Bankers' Acceptances, for bankers' acceptances having a comparable face value and an identical maturity date to the face value and maturity date of such issue of Bankers' Acceptances and (ii) the BA Discount Rate with respect to an issue of Bankers' Acceptances with the same maturity date to be accepted by a Schedule I Lender hereunder plus 0.1% per annum,

provided that if at any time the BA Discount Rate is less than zero, such rate shall be deemed to be zero for purposes of this agreement.

"**BA Discounted Proceeds**" means, in respect of any Bankers' Acceptances to be accepted by a Lender on any day, an amount (rounded to the nearest whole cent and with one-half of one cent being rounded up) calculated on such day by multiplying:

(a) the aggregate face amount of such Bankers' Acceptances; by

(b) the price, where the price is determined by dividing one by the sum of one plus the product of:

(i) the BA Discount Rate which is applicable to such Bankers' Acceptance (expressed as a decimal); and

(ii) a fraction, the numerator of which is the number of days remaining in the term of such Bankers' Acceptances and the denominator of which is 365;

with the price as so determined being rounded up or down to the fifth decimal place and .000005 being rounded up.

"**BA Net Proceeds**" means, with respect to a particular Bankers' Acceptance, the BA Discounted Proceeds with respect thereto less the aggregate amount of the acceptance fees in respect of such Bankers' Acceptance calculated in accordance with Section 7.4.

"**BA Rate Loan**" shall have the meaning ascribed thereto in Section 3.4.

"**Bail-In Action**" means the exercise of any Write-down and Conversion Powers.

"**Bail-In Legislation**" means:

(a) in relation to an EEA Member Country which has implemented, or which at any time implements, Article 55 of Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms, the relevant implementing law or regulation as described in the EU Bail-In Legislation Schedule from time to time; and

(b) in relation to any other state, any analogous law or regulation from time to time which requires contractual recognition of any Write-down and Conversion Powers contained in that law or regulation.

"**Bankers' Acceptance**" means (a) a depository bill made payable to The Canadian Depository for Securities Limited or (b) a bill of exchange, in either case (i) drawn by a Canadian Borrower and accepted by a Lender, (ii) denominated in Canadian dollars, (iii) having a term of 30 to 90 days, as selected by the Canadian Borrower, (iv) issued and payable only in Canada and (v) having a face amount in a minimum amount of Cdn.$100,000.

"**Banking Day**" means any day other than a Saturday or Sunday on which banks generally are open for business in Toronto, Ontario and, when used in respect of Base Rate Canada Loans or Base Rate New York Loans, means any day other than a Saturday or a Sunday on which banks generally are open for business in Toronto, Ontario and New York, New York, and, when used in respect of LIBOR Loans, means any day other than a Saturday or a Sunday on which banks generally are open for business in Toronto, Ontario, New York, New York and London, England and on which transactions can be carried on in the London interbank market.

"**Base Rate Canada**" means the variable rate of interest per annum determined by the Administrative Agent from time to time as its base rate for United States dollar loans made to its customers in Canada from time to time, being a variable per annum reference rate of interest adjusted automatically upon change by the Administrative Agent, calculated on the basis of a year of 365 or 366 days, as the case may be; provided that if at any time Base Rate Canada is less than zero, such rate shall be deemed to be zero for purposes of this agreement.

"**Base Rate Canada Loan**" means monies lent by the Lenders to the Canadian Borrower hereunder in United States dollars and upon which interest accrues at a rate referable to the Alternate Base Rate Canada.

"**Base Rate New York**" means the variable rate of interest per annum determined by the Administrative Agent from time to time as its base rate for United States dollar loans made to its customers in the United States from time to time, being a variable per annum reference rate of interest adjusted automatically upon change by the Administrative Agent, calculated on the basis of a year of 365 or 366 days, as the case may be; provided that if at any time Base Rate New York is less than zero, such rate shall be deemed to be zero for purposes of this agreement.

"**Base Rate New York Loan**" means monies lent by the Lenders to the U.S. Borrower hereunder in United States dollars and upon which interest accrues at a rate referable to the Alternate Base Rate New York.

"**Borrower Guarantees**" means a guarantee pursuant to which a Borrower guarantees the payment of all present and future indebtedness, obligations and liabilities of any other Obligor under any Capital Market Agreement and Cash Management Agreement.

"**Borrowing Base**" means, at any time, an amount (which may not be less than zero) equal to the sum of (i) $250,000,000 (provided that solely in respect of extensions of credit requested during the calendar month September 2022, such amount shall be $275,000,000), plus (ii) 80% of the aggregate amount of all Eligible Accounts of the Obligors, plus (iii) 75% of all Eligible Finished Goods Inventory of the Obligors, plus (iv) 60% of all Eligible Inventory of the Obligors, plus (v) 70% of all Eligible Offline WIP Inventory of the Obligors plus (vi) the amount of all Eligible Finished Goods Inventory (margined at 75%), Eligible Inventory (margined at 60%) and Eligible Offline WIP Inventory (margined at 70%) of NFI Entities which are not Obligors in an aggregate amount not to exceed $30,000,000 (calculated before applying the relevant margin rates provided for in this sub-clause (vi)) minus (vii) the amount of all Priority Payables of the Obligors, and (viii) the Rent Reserve.

"**Borrowing Base Report**" means the report of the Borrowers concerning the amount of the Borrowing Base, to be delivered pursuant to Section 11.1(b), substantially in the form attached as Exhibit A.

"**Branch of Account**" means the branch of the Administrative Agent located at 720 King Street West, 2nd Floor, Toronto, Ontario M5V 2T3 or such other branch of the Administrative Agent located in Canada as the Borrowers and the Administrative Agent may agree upon.

"**Business**" means businesses of the type conducted by the Borrowers and other NFI Entities on the date of execution of this agreement and businesses reasonably related thereto or in furtherance thereof.

"**Canadian Commitment Amount**" means, at any particular time, that portion of the amount of the Credit Facility at such time, expressed in U.S. dollars, which the Borrowers have most recently designated as the amount of the Credit Facility which can be availed by the Canadian Borrower, which amount, as at August 2, 2019, shall be $1,100,000,000.

"**Canadian Credit Parties**" means each Obligor that is formed or existing under the laws of Canada or any province thereof.

"**Canadian Dollar Equivalent**" means the Exchange Equivalent in Canadian dollars of any amount of United States dollars or other relevant currency, as applicable.

"**Capital Expenditures**" means, for any particular period, those expenditures of the Canadian Borrower on a consolidated basis which would, in accordance with GAAP, be considered capital expenditures of the Canadian Borrower for such period.

"**Capital Market Agreement**" means any Hedging Agreement entered into between an Obligor and a party that is a Lender (or an affiliate thereof) at the time such agreement is entered into.

"**Capitalization**" means, at any particular time, the aggregate, without duplication, of the aggregate Indebtedness of the Canadian Borrower and the shareholders equity of the Canadian Borrower, in each case on a consolidated basis and as of the most recent Quarterly Date for which financial statements have been delivered to the Administrative Agent pursuant to Section 11.1(b).

"**Capitalized Lease Obligation**" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized and reflected as a liability on a balance sheet (excluding the footnotes thereto) in accordance with GAAP, provided however, that any premises lease and any other present or future lease that would have been treated as an operating lease under GAAP as in effect on the date of this agreement shall be deemed to be an operating lease for all purposes of this agreement.

"**Cash Equivalents**" means, as to any Person, (a) securities issued or directly and fully guaranteed or insured by the government of Canada or the United States or any agency or instrumentality thereof (provided that the full faith and credit of Canada or the United States is pledged in support thereof) or any province or state thereof, in each case, having maturities of not more than one year, (b) time deposits, certificates of deposit, money market deposits of, and bankers' acceptances and commercial paper issued by, any Canadian chartered bank or any U.S. commercial bank of recognized standing having capital and surplus in excess of $50,000,000, in each case, with maturities of not more than one year from the date of acquisition by such Person, (c) commercial paper having rating of P-1 from Moody's, A-1 from S&P or R-1 from DBRS Limited (or, in each case, the then applicable equivalent thereof) and maturing within one year of the date of acquisition by such Person and (d) investments in money market funds substantially all of whose assets are comprised of securities of the types described in clauses (a) to (c) above and including, without limitation, Rule 2A-7 money market funds.

"**Cash Management Agreement**" means any agreement to provide cash management services, including treasury, depository, overdraft, credit or debit card, electronic funds transfer and other cash management arrangements between an NFI Entity, on the one hand, and any one of the Lenders or an affiliate thereof (provided such counterparty was a Lender or an affiliate thereof at the time of the execution and delivery thereof), on the other. For certainty, the overdraft facility letter agreement dated June 28, 2021 executed by the U.S. Borrower in favour of Wells Fargo Bank, National Association, the aggregate amount of which shall not exceed $10,000,000 and the proceeds of which shall be used exclusively for cash management purposes to facilitate and cover the U.S. Borrower's deposit account overdrafts, shall be a Cash Management Agreement.

"**Cash Proceeds of Realization**" means the aggregate of (i) all Proceeds of Realization in the form of cash and (ii) all cash proceeds of the sale or disposition of non-cash Proceeds of Realization, in each case expressed in U.S. dollars.

"**CDOR Rate**" means the rate of interest per annum equal to the average annual rate applicable to Canadian dollar bankers' acceptances having an identical or comparable term as the proposed Bankers' Acceptance or BA Rate Loan displayed and identified as such on the display referred to as the "CDOR Page" (or any display substituted therefor) of Reuters Limited as at approximately 10:00 A.M. (Toronto time) on such day (or, if such day is not a Banking Day, as of 10:00 A.M. (Toronto time) on the immediately preceding Banking Day), provided that if such rate does not appear on the CDOR Page at such time on such date, the CDOR Rate will be the annual interest rate (rounded upward to the nearest whole multiple of 1/100 of 1%) as of 10:00 A.M. (Toronto time) determined by the Administrative Agent on such day equivalent to the discount rate at which the Administrative Agent is then offering to purchase Canadian dollar bankers' acceptances accepted by it having such specified term (or a term as closely as possible comparable to such specified term) and provided further that, in the event such rate is less than zero, such rate shall be deemed to be zero for the purposes hereof.

"**CERCLA**" means the *Comprehensive Environmental Response, Compensation and Liability Act of 1980* of the United States, as amended by the *Superfund Amendments and Reauthorization Act*, 42 U.S.C. Section 9601 *et seq.*, and as further amended from time to time, and any successor statute.

"**Change of Control**" means (a) the acquisition of ownership, directly or indirectly, beneficially or of record, by any Person or combination of Persons acting jointly or in concert with each other, of shares representing more than 50% of the aggregate ordinary voting power represented by the issued and outstanding capital of the Canadian Borrower or (b) occupation of a majority of the seats (other than vacant seats) on the board of directors of the Canadian Borrower by Persons who were neither (i) nominated by the board of directors of the Canadian Borrower nor (ii) appointed by directors so nominated.

"**Change in Law**" means the occurrence, after the date of this agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation or treaty,

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

"**Closing Date**" means the date on which all of the conditions precedent set forth in Section 12.2 have been fulfilled or waived.

"**Code**" means the Internal Revenue Code of 1986 of the United States, as amended from time to time, and any successor statute.

"**Commitment Amounts**" means the Canadian Commitment Amount and the U.S. Commitment Amount and "**Commitment Amount**" means either of the Commitment Amounts.

"**Conflict of Interest**" of any Lender shall mean any circumstance in which such Lender shall have (i) a business relationship either directly or through an affiliate with the applicable target of a Permitted Acquisition, and (ii) either (x) a policy against financing Hostile Acquisitions or (y) made a determination based on its policies in respect of Hostile Acquisitions that it is not able to finance a particular Hostile Acquisition.

"**Conversion Notice**" shall have the meaning ascribed thereto in Section 6.5.

"**Convertible Debentures**" means convertible unsecured subordinated debentures issued by the Canadian Borrower from time to time on customary terms and conditions consistent with the Canadian Borrower's past practice or which are otherwise satisfactory to the Lenders.

~~"**Covenant Increase Option**" shall have the meaning ascribed thereto in Section 11.1(dd).~~

~~"**Covenant Increase Option Period**" means, subject to the Borrower's election pursuant to and compliance with the terms of Section 11.1(dd), the period from October 3, 2022 until the earlier of (x) October 1, 2023 and (y) the date on which the Borrower delivers to the Administrative Agent (i) written notice that it is electing to end the Covenant Increase Option and (ii) updated quarterly financial projections to the end of Fiscal Year 2024 which are in form and substance satisfactory to the Administrative Agent~~

"**Credit Excess (Borrowing Base)**" means, as at a particular date, the amount, if any, by which the amount of credit outstanding under the Credit Facility as at the close of business on such date exceeds the lesser of (a) the Total Commitment Amount as at the close of business on such date or (b) the most recently reported Borrowing Base.

"**Credit Excess (Canadian Commitment Amount)**" means, as at a particular date, the amount, if any, by which the amount of credit outstanding under the Credit Facility in favour of the Canadian Borrower as at the close of business on such date exceeds the Canadian Commitment Amount as at the close of business on such date.

"**Credit Excess (U.S. Commitment Amount)**" means, as at a particular date, the amount, if any, by which the amount of credit outstanding under the Credit Facility in favour of the U.S. Borrower as at the close of business on such date exceeds the U.S. Commitment Amount as at the close of business on such date.

"**Credit Facility**" means the revolving credit facility established by the Lenders in favour of the Borrowers pursuant to Section 2.1.

"**Credit Limit**" means $1,250,000,000 (as such amount may be reduced pursuant to Section 2.4 or increased pursuant to Section 2.6).

"**Declining Lender**" shall have the meaning ascribed thereto in Section 2.7(a).

"**Declining Lender Cancelation Notice**" shall have the meaning ascribed thereto in Section 2.7(b)(ii).

"**Default**" means any event which is or which, with the passage of time, the giving of notice or both, would be an Event of Default.

"**Default Threshold Amount**" means, at any particular time, the greater of (x) $50,000,000 and (y) 2.5% of Total Consolidated Assets at such time (or its Exchange Equivalent in any other currency).

"**Defaulting Lender**" means any Lender that (a) has failed to fund any portion of any extension of credit required to be funded by it hereunder within three Banking Days of the date required to be funded or to purchase any participation required to be purchased by it hereunder or under any other Loan Documents unless such Lender notifies the Administrative Agent and the applicable Borrower in writing that such failure is the result of such lender's determination that one or more conditions precedent to funding (each of which conditions precedent, together with any applicable default, shall be specifically identified in such writing) has not been satisfied, (b) has notified the applicable Borrower, the Administrative Agent or any Lender (verbally or in writing) that it does not intend to or is unable to comply with any of its funding obligations under this agreement or has made a public statement to that effect or to the effect that it does not intend to or is unable to fund advances generally under credit arrangements to which it is a party unless such writing or public statement relates to such Lender's obligation to fund a Loan hereunder and states that such position is based on such Lender's determination that a condition precedent to funding (which condition precedent, together with any applicable default, shall be specifically identified in such writing or public statement) cannot be satisfied, (c) has otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three Banking Days of the date when due, unless the subject of a good faith dispute or unless such failure has been cured, (d) after the Closing Date is or its direct or indirect parent company is, (i) at any time determined by a court of competent jurisdiction, in a final non-appealable judgement, or regulator to be insolvent or is unable to meet its obligations or admits in writing it is unable to pay its debts as they generally become due, (ii) the subject of a bankruptcy or insolvency proceeding or (iii) is subject to or is seeking the appointment of an administrator, regulator, conservator, liquidator, receiver, trustee, custodian or other similar official over any portion of its assets or business or (e) has failed, within three business Days after written request by the Administrative Agent or any Borrower to confirm in writing to the Administrative Agent and the Borrowers that it will comply with its prospective funding obligations hereunder (provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (e) upon receipt of such written confirmation by the Administrative Agent and the Borrowers); provided that a Lender shall not be a Defaulting Lender solely by virtue of ownership or acquisition of any equity interest in that Lender or any direct or indirect parent company thereof by a governmental authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgements or writs of attachment on its assets (except, in the case of immunity from attachment of assets, to the extent the liabilities of such Lender (including judgments against it) are otherwise paid out of, or payable from, a fund of a governmental authority which was created and is then maintained for such purpose and is funded in an amount at least sufficient to satisfy such liabilities) or permit such Lender (or such governmental authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender. Any determination by the Administrative Agent that a Lender is a Defaulting Lender under any one or more of clauses (a) through (e) above, and of the effective date of such status, shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender as of the date established therefor by the Administrative Agent in a written notice of such determination, which shall be delivered by the Administrative Agent to the Borrowers and each other Lender promptly following such determination.

"**Designated Account**" means, with respect to transactions in a particular currency under the Credit Facility, an account of the relevant Borrower maintained by the Administrative Agent at the relevant Branch of Account for the purposes of transactions with such Borrower in such currency under the Credit Facility.

"**Distribution**" means:

(a) the declaration, payment or setting aside for payment of any dividend or other distribution on or in respect of any shares in the capital of the Canadian Borrower;

(b) the redemption, retraction, purchase, retirement or other acquisition, in whole or in part, of any shares in the capital of the Canadian Borrower or any securities, instruments or contractual rights capable of being converted into, exchanged or exercised for shares in the capital of the Canadian Borrower, including options, warrants, conversion or exchange privileges and similar rights; and

(c) any payment by an Obligor of any principal of or interest or premium on or of any Indebtedness of such Obligor ranking in right of payment subordinate to any liability of such Obligor under or in connection with this agreement, or the payment of any amount in respect of a sinking or analogous fund or defeasance fund for any such Indebtedness (including, for certainty and without limitation, payments by an Obligor under (i) the Convertible Debentures (only to the extent such payments are cash payments, other than cash payments from proceeds of the contemporaneous sale of common equity of the Canadian Borrower as contemplated by the terms of the Convertible Debentures) and (ii) any Subordinated Debt).

"**Draft**" means any draft, bill of exchange, receipt, acceptance, demand or other request for payment drawn or issued under or in respect of a Letter.

"**Drawdown Notice**" shall have the meaning ascribed thereto in Section 4.1.

"**Eligible Account**" means, at any time, the invoice amount (which shall be the U.S. Dollar Equivalent at such time of any amount denominated in Canadian dollars) owing on each Account of the Obligors (net of any GST/HST, PST, other sales taxes, credit balance, returns, trade discounts, unapplied cash, unbilled amounts or retention or finance charges); provided that, with respect to such Account, each of the following statements is accurate and complete (and by including such Account in any computation of the applicable Borrowing Base, the Borrowers shall be deemed to represent and warrant to the Administrative Agent, each LC Issuer and the Lenders the accuracy and completeness of such statements):

(a) Such Account is a binding and valid obligation of the obligor thereon and is in full force and effect;

(b) Such Account is evidenced by an invoice or, if not yet evidenced by an invoice, is not otherwise accounted as Eligible Inventory, Eligible Offline WIP Inventory or Eligible Finished Goods Inventory and there is no duplication in the counting of such Account in any computation of the Borrowing Base);

(c) Such Account is recorded in the books and records of the applicable Obligor;

(d) Such Account is free from claims regarding rescission, cancellation or avoidance, whether by operation of Applicable Law or otherwise;

(e) Payment of such Account is less than 105 days past the original invoice date thereof and less than 75 days past the original due date thereof;

(f) Such Account is net of concessions, offset, deduction, contras, chargebacks, escrow terms or understandings with the obligor thereon that in any way could reasonably be expected to adversely affect the payment of, or the amount of, such Account;

(g) The Administrative Agent on behalf of the Lenders, has a perfected Lien covering such Account and such Account is, and at all times will be, free and clear of all other Liens other than (i) unregistered Liens in respect of Priority Payables that are not yet due and payable and (ii) Liens created pursuant to the U.K. Operating Facility Security Documents;

(h) The obligor on such Account is not an affiliate or employee of any Obligor;

(i) Such Account arose in the ordinary course of business of the applicable Obligor out of the sale of goods or services by such Obligor or otherwise constitute non-trade receivables of an Obligor which are government grants, vendor rebates or insurance claims and in the aggregate do not exceed $30,000,000;

(j) If such Account is in respect of buses, such Account is not payable by an obligor in respect of which 50% or more (by amount) of the total aggregate Accounts in respect of buses owed to the Obligors by such obligor or any of its affiliates are more than 105 days past the original invoice date thereof or more than 75 days past the original due date thereof, and if such Account is in respect of parts, such Account is not payable by an obligor in respect of which 50% or more (by amount) of the total aggregate Accounts in respect of parts owed to the Obligors by such obligor or any of its affiliates are more than 90 days past the original invoice date thereof or more than 60 days past the original due date thereof;

(k) All notices, consents, licenses, approvals or authorizations of, or registrations or declarations with, any Official Body required to be obtained, effected or given in order to ensure that the assignment of such Account is valid and enforceable, have been duly obtained, effected or given and are in full force and effect (and, for greater certainty, Accounts owing by any Ohio Official Body shall not be an Eligible Account unless Borrowers can provide an opinion, in form and substance satisfactory to the Administrative Agent, of Ohio counsel satisfactory to the Administrative Agent, that an assignment of such Accounts is enforceable);

(l) The obligor on such Account is not an individual, and is not the subject of any bankruptcy or insolvency proceeding, does not have a trustee or receiver appointed for all or a substantial part of its property, has not made an assignment for the benefit of creditors, admitted its inability to pay its debts as they mature or suspended its business, and the Administrative Agent, in its reasonable discretion, is otherwise satisfied with the credit standing of such obligor;

(m) **[Intentionally deleted];**

(n) If the obligor of such Account is an Official Body, the enforceability or effectiveness against such Official Body of an assignment of such Account is not subject to any precondition which has not been fulfilled (and, for greater certainty, Accounts owing by any Ohio Official Body shall not be an Eligible Account unless Borrowers can provide an opinion, in form and substance satisfactory to the Administrative Agent, of Ohio counsel satisfactory to the Administrative Agent, that an assignment of such Accounts is enforceable);

(o) In the case of the sale of goods, the subject goods have been completed, sold and shipped, on a true sale basis on open Account, or subject to contract, and not on consignment, on approval, on a "sale or return" basis, or on a "bill and hold" or "pre-sale" basis or subject to any other repurchase or return agreement; no material part of the subject goods has been returned, rejected, lost or damaged; and such Account is not evidenced by chattel paper or a promissory note or an instrument of any kind;

(p) Each of the representations and warranties set forth herein and in the Security Documents with respect to such Account is true and correct on such date;

provided that (A) subject to paragraph (B) below, if at any time the aggregate amount of all Eligible Accounts owed to the Obligors by any obligor or its affiliates exceeds 20% of the aggregate amount of all Eligible Accounts at such time (determined without giving effect to any reduction in Eligible Accounts pursuant to this proviso), then, unless the Accounts of such obligor and its affiliates are insured pursuant to credit insurance acceptable to the Administrative Agent which has been assigned to the Administrative Agent in form acceptable to the Administrative Agent, the amount of such Accounts in excess of 20% of such aggregate amount of all Eligible Accounts shall be excluded in determining the aggregate amount of all Eligible Accounts at such time; (B) paragraph (A) of this proviso shall not apply to the municipal transit authorities in Toronto, Montreal, Ottawa or Vancouver or any obligor that is funded under the program for the procurement of heavy-duty transit buses established under the Federal Transportation Act of the United States of America, provided any and all such contracts creating Accounts owing by such account debtors comply with the requirements of such procurement program and (C) as relates to non-Obligor NFI Entities which are incorporated or formed outside of Canada, the United States of America or the United Kingdom, Accounts of such non-Obligor NFI Entities which would constitute Eligible Accounts (with each reference to "Obligor" in the defined terms Accounts and Eligible Accounts being a reference to "non-Obligor NFI Entity" for this determination only) but for the criteria set forth above in subsections (g) and (p) shall be included as Eligible Accounts of the Obligors for purposes of calculating the Borrowing Base up to a maximum aggregate amount of $35,000,000.

"**Eligible Finished Goods Inventory**" means, at any time with respect to the NFI Entities, all finished goods inventory of the NFI Entities, valued in U.S. dollars on a lower of cost (on a first-in, first-out basis and excluding any component of cost representing intercompany profit in the case of inventory acquired from an affiliate) or market basis in accordance with GAAP, with detailed calculations of lower of cost or market to occur on at least a monthly basis, which meet the criteria for Eligible Inventory and which meet each of the following additional criteria (and by including such inventory in any computation of the Borrowing Base, the Borrowers shall be deemed to represent and warrant to the Administrative Agent, each LC Issuer and the Lenders the accuracy and completeness of such statements):

(a) Such finished goods inventory is evidenced by a purchase order and a notice to proceed has been issued by the purchaser of the goods in respect of such finished goods inventory;

(b) Such finished goods inventory has passed inspection conducted by the purchaser of such finished goods inventory, or an agent thereof, and a master resolution list itemizing production specifications has been approved by that purchaser;

(c) Shipment of such finished goods inventory has been approved by the purchaser thereof; and

(d) The NFI Entities have not received any claim regarding rescission, cancellation or avoidance (whether by operation of Applicable Law or otherwise) in respect of such finished goods inventory.

Notwithstanding the criteria set forth above, (i) buses completed in all respects but for missing a control module as a result of supply chain constraints shall constitute Eligible Finished Goods Inventory and (ii) pre-owned buses with a purchase order shall constitute Eligible Finished Goods Inventory; provided, for certainty, that in each case such buses shall not constitute Eligible Inventory or Eligible Offline WIP Inventory and otherwise there shall be no duplication in the counting of such buses in any computation of the Borrowing Base.

"**Eligible Offline WIP Inventory**" means, at any time with respect to the NFI Entities, all buses of the NFI Entities, valued in U.S. dollars on a lower of cost (on a first-in, first-out basis and excluding any component of cost representing intercompany profit in the case of inventory acquired from an affiliate) or market basis in accordance with GAAP, with detailed calculations of lower of cost or market to occur on at least a monthly basis, which have a cost to complete per unit of less than $10,000 and otherwise constitute finished goods inventory of the NFI

Entities (provided, for certainty, (i) buses completed in all respects but for a missing control module as a result of supply chain constraints shall not constitute Eligible Offline WIP Inventory) and (ii) there shall be no duplication in the counting of such buses in any computation of the Borrowing Base).

"**Eligible Inventory**" means, at any time with respect to the NFI Entities, all raw materials, work-in-process (including, without limitation, demonstration buses and prototypes) and finished goods inventory (other than Eligible Finished Goods Inventory) of the NFI Entities valued in U.S. dollars on a lower of cost (on a first-in, first-out basis and excluding any component of cost representing intercompany profit in the case of inventory acquired from an affiliate) or market basis in accordance with GAAP, with detailed calculations of lower of cost or market to occur on at least a monthly basis; provided that each of the following statements is accurate and complete (and by including such inventory in any computation of the Borrowing Base, the Borrowers shall be deemed to represent and warrant to the Administrative Agent, each LC Issuer and the Lenders the accuracy and completeness of such statements):

(a) Such inventory is in good condition, merchantable, meets all standards imposed by any Official Body having regulatory authority over it or its use and/or sale and is not obsolete and is either currently usable or currently saleable in the normal course of business of the applicable Borrower;

(b) Such inventory is:

(i) in the possession of an NFI Entity and (1) located on real property owned or leased by such NFI Entity, and (2) within the United States, Canada or the United Kingdom; or

(ii) in the possession of a bailee and such bailee shall have executed and delivered to the Administrative Agent, a bailee letter in form and substance satisfactory to the Administrative Agent, or

(iii) in transit within Canada, the United States of America or the United Kingdom, or in transit between Canada or continental United States of America (including, for greater certainty, Alaska) and Hawaii and, in the case of Alaska and Hawaii, covered by marine insurance while so in transit, (provided that, in respect of inventory of the Obligors, the jurisdictions through which such inventory is in transit are jurisdictions where the Liens in such inventory under the Security Documents are validly perfected first-priority Liens), and between NFI Entities, and upon arrival at its destination, will comply with either paragraph (a) or (b) above;

(c) Each of the representations and warranties set forth in the Security Documents with respect to such inventory of the Obligors is true and correct on such date;

(d) In respect of inventory of the Obligors, the Administrative Agent, on behalf of the Lenders, has a perfected Lien covering such inventory, and such inventory is, and at all times will be, free and clear of all Liens other than (i) unregistered Liens in respect of Priority Payables that are not yet due and payable and (ii) Liens created pursuant to the U.K. Operating Facility Security Documents;

(e) Such inventory does not include goods (i) that are not owned by an NFI Entity, or (ii) that are held by an NFI Entity pursuant to a consignment agreement;

(f) Such inventory is not subject to repossession on account of the "30-day goods" rule under section 81.1 of the BIA or subject to reclamation or repossession under any similar law of any other jurisdiction, except to the extent the applicable vendor has entered into an agreement with the Administrative Agent, in form and substance satisfactory to the Administrative Agent, waiving its right to repossession;

(g) Such inventory does not consist of samples or packing and shipping materials;

(h) Such inventory does not consist of goods that are obsolete, defective or repossessed or used goods taken in trade;

(i) Any portion of the value of such inventory which results from a profit or gain resulting from an inter-company sale or other disposition of such inventory shall be excluded;

(j) Any "seconds" or scrap inventory shall be valued at scrap value;

(k) Such inventory is not evidenced by negotiable documents of title unless the same are delivered to the Administrative Agent with endorsements;

(l) Such inventory does not constitute Hazardous Materials other than paints, solvents and primers which are handled and stored in compliance with Environmental Laws; and

(m) Such inventory is covered by casualty insurance.

Notwithstanding the criteria set forth above, pre-owned buses without a purchase order shall constitute Eligible Inventory; provided, for certainty, that in each case such buses shall not constitute Eligible Finished Goods Inventory or Eligible Offline WIP Inventory and otherwise there shall be no duplication in the counting of such buses in any computation of the Borrowing Base.

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

"**Environment**" means surface or subsurface soil or strata, surface waters, sediments, navigable waters, wetlands, groundwater, drinking water supply, indoor and outdoor air, species, plants, wildlife, animals and natural resources. The term also includes structures, surfaces and building materials to the extent regulated by any Applicable Law.

"**Environmental Laws**" shall mean any and all Applicable Laws pertaining to human health, Hazardous Materials or the Environment in effect now or hereafter in any and all jurisdictions that may be applicable to the business, operations or property of any Obligor, and includes any permits, licenses, registrations, certifications and other consents required, issued, granted given, authorized by or made by any Official Body pursuant to such Applicable Laws.

"**ERISA**" means the *Employee Retirement Income Security Act of 1974* of the United States, as amended from time to time, and any successor statute.

"**ERISA Affiliate**" shall mean any trade or business (whether or not incorporated) that is a member of a group of which the U.S. Borrower is a member and which is treated as a single employer under Section 414(b) or (c) of the Code or Section 4001 of ERISA.

"**ERISA Companies**" means the U.S. Borrower and the ERISA Affiliates and "**ERISA Company**" means any of the ERISA Companies.

"**Erroneous Payment**" has the meaning assigned to it in Section 14.27(a).

"**Erroneous Payment Deficiency Assignment**" has the meaning assigned to it in Section 14.27(d).

"**Erroneous Payment Impacted Class**" has the meaning assigned to it in Section 14.27(d).

"**Erroneous Payment Return Deficiency**" has the meaning assigned to it in Section 14.27(d).

"**Erroneous Payment Subrogation Rights**" has the meaning assigned to it in Section 14.27(d).

"**ETA**" means the *Excise Tax Act* (Canada).

"**EU Bail-In Legislation Schedule**" means the document described as such and published by the Loan Market Association (or any successor person) from time to time.

"**Event of Default**" means any one of the events set forth in Section 13.1.

"**Excess Cash Flow**" means, for the Canadian Borrower determined on a consolidated basis in accordance with GAAP for any period, Adjusted EBITDA of the Canadian Borrower for such period minus the sum (without duplication) of (i) interest payments and scheduled principal payments on the Credit Facility and the U.K. Operating Facility during such period, (ii) scheduled interest payments made by the Canadian Borrower during such period on other Indebtedness to the extent such other Indebtedness and payments are permitted by this agreement, (iii) cash income taxes and cash amounts actually reserved for cash income taxes payable in the future, (iv) scheduled principal and interest payments made by the Canadian Borrower on Capitalized Lease Obligations to the extent such Capitalized Lease Obligations and payments are permitted by this Agreement, and (v) Unfunded Capital Expenditures made by the Canadian Borrower during such period to the extent permitted by this agreement.

"**Exchange Equivalent**" means, as of any particular date, with reference to any amount (the "**original amount**") expressed in a particular currency (the "**original currency**"), the amount expressed in another currency which would be required to buy the original amount of the original currency using the 4:30 pm (Toronto time) Bank of Canada spot rate quoted by the Administrative Agent for such date and for comparable amounts of such original currency, or if such rate is unavailable, the Bank of Canada average exchange rate at the close of business on the preceding Banking Day.

"**Excluded Subsidiaries**" means, collectively, **[names of subsidiaries redacted]** as well as any other subsidiary of the Canadian Borrower that is designated as an Excluded Subsidiary in accordance with Section 11.3(l), except for any such Excluded Subsidiary that is undesignated an Excluded Subsidiary by notice in writing from the Canadian Borrower to the Administrative Agent and satisfies the requirements set forth in Section 11.3(l) to become an Additional Guarantor, and "**Excluded Subsidiary**" means any of the Excluded Subsidiaries..

"**Excluded Swap Obligation**" means, with respect to any Guarantor, and any Borrower in its capacity as a guarantor of the obligations of the other Borrower under or in respect of any Guaranteed Documents, any Swap Obligation if, and to the extent that, all or a portion of the Guarantee of such Guarantor or Borrower of, or the grant by such Guarantor or Borrower of a security interest to secure, such Swap Obligation (or any Guarantee thereof) is or becomes illegal under the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute ("**Commodity Exchange Act**") or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of such Guarantor or Borrower's failure for any reason to constitute an "eligible contract participant" as defined in the Commodity Exchange Act and the regulations thereunder at the time the Guarantee of such Guarantor or Borrower or the grant of such security interest becomes effective with respect to such Swap Obligation. If a Swap Obligation arises under a master agreement governing more than one swap, such exclusion shall apply only to the portion of such Swap Obligation that is attributable to swaps for which such Guarantee or security interest is or becomes illegal.

"**Excluded Taxes**" means any of the following Taxes imposed on or with respect to the Administrative Agent or any Lender or required to be withheld or deducted from any payment made on or on account of any obligation of a Borrower under any Loan Document (the Administrative Agent, the Lenders, and any other recipients of payments made on or on account of any obligation of an Obligor under any Loan Document collectively being "**Recipients**"):

(a) Taxes imposed on or measured by net income (however denominated), net worth, net profits, franchise Taxes, and branch profits Taxes, in each case, imposed as a result of (i) such Recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof), or (ii) a present or former connection between such Recipient and the jurisdiction imposing such Tax, or any political subdivision or taxing authority thereof or therein, other than connections arising from such Recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, or engaged in any other transaction pursuant to or enforced any Loan Document or sold or assigned an interest in any Loans or Loan Documents;

(b) Taxes attributable to a Recipient's failure to comply with Section 8.6(f);

(c) FATCA Withholding Taxes; and

(d) withholding taxes under Part XIII of the *Income Tax Act* (Canada) imposed on amounts payable to or for the account of a Recipient as a consequence of the Recipient not dealing at arm's length (within the meaning of the *Income tax Act* (Canada)) with an Obligor (other than where the non-arm's length relationship arises as a consequence of the Recipient having become party to, received or perfected a security interest under, or received or enforced any rights under, any Loan Document).

"**Existing Credit Agreement**" means the fifth amended and restated credit agreement dated as of December 18, 2015, as amended to the date hereof, between, among others, the Canadian Borrower (formerly known as New Flyer Industries Inc.) and certain of its subsidiaries, as borrowers, the lenders party thereto and The Bank of Nova Scotia, as administrative agent for and of behalf of such lenders.

"**Existing Credit Facility Non-Restricted Credit Amount**" means, at any particular time, the amount of the Credit Facility which is not subject to a restriction on its availability (which such amount, for purposes only of this determination, shall be calculated exclusive of any restrictions on availability of the Credit Limit as a result of the Borrowing Base) at any time no Event of Default has occurred and is continuing thereunder.

"**Existing Letters**" means the letters of credit and/or guarantee described in Schedule I.

"**Exposure**" means, with respect to a particular Lender at a particular time, the amount of the obligations owing to such Lender at such time, determined by such Lender in good faith in accordance with Section 14.23.

"**Extension Request**" shall have the meaning ascribed thereto in Section 2.7(a).

"**Extension Response Notice**" shall have the meaning ascribed thereto in Section 2.7(a).

"**Extension Response Period**" shall have the meaning ascribed thereto in Section 2.7(a).

"**Fair Market Value**" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction.

"**FATCA**" means Section 1471 through 1474 of the Code, as amended as of the date of this agreement (or any amended or successor version that is substantially comparable, and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b) of the Code and any intergovernmental agreements with respect thereto.

"**FATCA Withholding Taxes**" means any U.S. federal withholding tax imposed under FATCA.

"**FCPA**" shall have the meaning ascribed thereto in Section 10.1(u)

"**Federal Funds Effective Rate**" means, for any particular day, the variable rate of interest per annum, calculated on the basis of a year of 360 days and for the actual number of days elapsed, equal to the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers as published for such day (or, if such day is not a Banking Day, for the next preceding Banking Day) by the Federal Reserve Bank of New York or, for any Banking Day on which such rate is not so published by the Federal Reserve Bank of New York, the average of the quotations for such day for such transactions received by the Administrative Agent from three Federal Funds brokers of recognized standing selected by the Administrative Agent; provided that at any time the Federal Funds Effective Rate is less than zero, such rate shall be deemed to be zero for purposes of this agreement.

"**Fee Letter**" means the fee letter dated October 25, 2018 issued by The Bank of Nova Scotia and agreed to and accepted by the Canadian Borrower.

"**Fifth Amending Agreement**" means the fifth amending agreement to this agreement dated as of July 29, 2022 between the Borrowers, the Administrative Agent and the Lenders.

"**Fifth Amendment Effective Date**" means the effective date of the Fifth Amending Agreement.

"**Fiscal Quarter**" means any fiscal quarter of the Obligors ending on a date under the heading "**Quarterly Date**" in Schedule K.

"**Fiscal Year**" means any fiscal year of the Obligors ending on a date under the heading "**Fiscal Year End**" in Schedule K.

"**F.R.S. Board**" means the Board of Governors of the Federal Reserve System of the United States or any successor thereto.

"**Fourth Amending Agreement**" means the fourth amending agreement to this agreement dated as of December 2, 2021 between the Borrowers, the Administrative Agent and the Lenders.

"**Fourth Amendment Effective Date**" means the effective date of the Fourth Amending Agreement.

"**Full Credit Parties**" means all Obligors other than the Limited Guarantors.

"**GAAP**" means generally accepted accounting principles in effect from time to time in Canada, as established or adopted by the CPA Canada or any successor body, which, as of the Closing Date consists of International Financial Reporting Standards.

"**GST/HST**" means all taxes payable under Part IX of the ETA (including where applicable both the federal and provincial portion of those taxes) or under any provincial legislation imposing a similar value-added or multi-staged tax.

"**Guaranteed Documents**" means, collectively, each Loan Document, Cash Management Agreement and Capital Market Agreement.

"**Guarantees**" means (i) the guarantees entered into by the Guarantors in favour of the Administrative Agent from time to time and pursuant to which the Guarantors guarantee in favour of the Lenders the payment of all present and future indebtedness, obligations and liabilities of the Borrowers to the Administrative Agent and the Lenders under or in respect of any Guaranteed Documents and (ii) any Borrower Guarantees, and "**Guarantee**" means any of the Guarantees; provided that the Guarantee of any Guarantor that is a Limited Guarantor shall not guarantee, directly or indirectly, the obligations of (x) any U.S. Credit Party or (y) any Canadian Credit Party in its capacity as a guarantor of any U.S. Credit Party's obligations.

"**Guarantors**" means New Flyer Holdings Canada Inc., Transit Holdings, Inc., New MCI Holdings, Inc., Carfair Composites Inc., New Flyer Industries Canada ULC, New Flyer of America Inc., The Aftermarket Parts Company, LLC, ARBOC Specialty Vehicles, LLC, TCB Enterprises, LLC, Carfair Composites USA, Inc., MCII Holdings, Inc., Motor Coach Industries International, Inc., KMG Fabrication, Inc., MCI Sales and Service, Inc., Motor Coach Industries, Inc., NFI International Limited, Alexander Dennis Limited (such entity existing pursuant to the laws of Scotland), Alexander Dennis (Canada) Inc., Alexander Dennis Incorporated, Plaxton Limited, Plaxton Holdings Limited, the Limited Guarantors and each Additional Guarantor and "**Guarantor**" means any of the Guarantors.

"**Hazardous Materials**" means:

(a) any "hazardous substance", as defined by or classified under CERCLA;

(b) any "hazardous waste", as defined by or classified under the *Resource Conservation and Recovery Act* of the United States, 42 U.S.C. §6901 *et* seq., as amended from time to time, or any successor statute, and by its implementing regulations at 40 C.F.R. Part 261;

(c) any petroleum product, asbestos, polychlorinated biphenyl (PCB), natural gas, natural gas liquids, liquified natural gas or synthetic gas usable for fuel;

(d) any material defined as a "hazardous chemical" pursuant to the Occupational Safety and Health Administration of the United States, at 29 C.F.R. Part 1910; or

(e) any pollutant or contaminant or substance, material or waste classified as hazardous or toxic or by words of similar meaning by any international, national, federal, state, provincial or local law, regulation, ordinance or requirement (including consent decrees and administrative orders) relating to or imposing liability or standards of conduct concerning pollution or protection of human health or the Environment.

"**Hedging Agreement**" means any agreement, whether or not in writing, relating to any transaction that is a rate swap, basis swap, forward rate transaction, interest rate option, forward foreign exchange transaction, cap, collar or floor transaction, currency swap, cross-currency rate swap, swaption, currency option, forms of equity derivatives or any other similar transaction (including any option to enter into any of the foregoing) or any combination of the foregoing, and, unless the context otherwise clearly requires, any master agreement relating to or governing any or all of the foregoing entered into by an NFI Entity with any Person under which such NFI Entity incurs Hedging Obligations.

"**Hedging Obligations**" shall mean all indebtedness, obligations and liabilities, present or future, direct or indirect, obsolete or contingent, matured or not, of an NFI Entity to any Person under any Hedging Agreement measured on a marked-to-market basis at the time of determination; provided however, that, with respect to any Guarantor, and any Borrower in its capacity as a guarantor of the Obligations of any other Borrower, Hedging Obligations guaranteed by such Guarantor or Borrower, as applicable, shall exclude all Excluded Swap Obligations.

"**Hostile Acquisition**" means a proposed Acquisition by any Obligor in circumstances in which the target entity of such Acquisition shall not have evidenced its agreement or agreement in principle to such Acquisition by means of (i) a definitive agreement of purchase and sale, (ii) a letter of intent in respect thereof, or (iii) any other document, instrument, opinion or other writing satisfactory to the applicable Lenders.

"**HSBC Guarantee Facilities**" means the unsecured guarantee facilities granted by HSBC Bank UK plc in favour of NFI International Limited and/or Alexander Dennis Limited pursuant to a guarantee facility agreement dated December 2, 2020, up to a maximum amount of £60,000,000 and the proceeds of which are to be used for the sole purpose of issuing performance bonds and surety bonds and completion guarantees to certain customers of NFI International Limited and Alexander Dennis Limited.

"**ICP Acknowledgement**" means the acknowledgment dated December 23, 2020 among the Administrative Agent, for and on behalf of the Lenders, and HSBC Bank plc and HSBC Corporate Trustee Company (UK) Limited, as administrative agent and as security agent, respectively, for and on behalf of the lenders under the U.K. Operating Facility, pursuant to which such parties acknowledge and agree to the intercreditor principles set forth in a schedule thereto, which such principles will be the basis for the final terms and conditions of the Intercreditor Agreement.

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

"**Indebtedness**" means, with respect to any Person: (i) the principal of any indebtedness of such Person, whether or not contingent: (a) in respect of borrowed money, (b) evidenced by bonds, notes, debentures or similar instruments or letters of credit or bankers' acceptances (or, without duplication, reimbursement agreements in respect thereof), (c) representing the deferred and unpaid purchase price of any property where such purchase price is deferred six months or longer, or (d) in respect of Capitalized Lease Obligations; (ii) to the extent not otherwise included, any obligation of such Person to be liable for, or to pay, as obligor, guarantor or otherwise, on the Indebtedness of another Person (other than by endorsement of negotiable instruments for collection in the ordinary course of business); (iii) to the extent not otherwise included, Indebtedness of another Person secured by a Lien on any asset owned by such Person (whether or not such Indebtedness is assumed by such Person), provided, however, that (a) the amount of such non-recourse Indebtedness will be the lesser of (1) the Fair Market Value of such asset at such date of determination and (2) the amount of such Indebtedness of such other Person; (iv) all obligations of such Person under consignment, conditional sale or other title retention agreements relating to property acquired by such Person; and (v) to the extent not otherwise included, Sold Receivables to the extent shown as indebtedness on the balance sheet of such Person pursuant to GAAP. Any (i) obligation of any Obligor in respect of account credits or participants under any employee, director, manager, trustee or officer compensation plan, (ii) Surety Indebtedness, (iii) earn-out or deferred purchase price obligations incurred in connection with Permitted Acquisitions and Investments permitted pursuant to Section 11.3(f) and (iv) accounts payable and accrued liabilities incurred in the ordinary course of business will be deemed not to constitute Indebtedness, and the Fair Market Value of the mark-to-market obligations included in the Hedging Obligations will be deemed not to constitute Indebtedness for the purposes of the calculation of the financial ratios herein.

"**Indemnified Taxes**" means Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on behalf of a Borrower under any Loan Document.

"**Individual Commitment**" means, with respect to a particular Lender, the amount set forth in Schedule A attached hereto, as reduced or amended from time to time pursuant to Sections 2.4, 2.6, 8.3 and 15.6 as the individual commitment of such Lender provided that, upon the termination of the Credit Facility pursuant to Section 2.5, the Individual Commitment of each Lender shall thereafter be equal to the Individual Commitment of such Lender immediately prior to the termination of the Credit Facility.

"**Intellectual Property**" means any and all issued patents and patent applications, industrial design registrations, trade marks, registrations and applications therefor, trade names and styles, logos, copyright registrations and applications therefor, in each case owned by or licenced to a NFI Entity and used in or necessary to the operation of the Business.

"**Intercreditor Agreement**" means the intercreditor agreement to be entered into among the Administrative Agent, for and on behalf of the Lenders, and HSBC Bank plc and HSBC Corporate Trustee Company (UK) Limited, as administrative agent and as security agent, respectively, for and on behalf of the lenders under the U.K. Operating Facility, such intercreditor agreement to be on terms and conditions consistent with the ICP Acknowledgement.

"**Interest Coverage Ratio**" means, on any date of determination, the ratio of (a) Adjusted EBITDA of the Canadian Borrower determined on a consolidated basis for the Rolling Period ended on the most recent Quarterly Date for which financial statements shall have been delivered to the Administrative Agent pursuant to Section 11.1(b) to (b) Interest Expense of the Canadian Borrower on a consolidated basis for such Rolling Period.

"**Interest Expense**" means, in respect of any Person, for any period, the total interest expense paid or payable at any time in cash (including that attributable to Capitalized Lease Obligations) of such Person for such period with respect to all outstanding Indebtedness of such Person (including, without limitation, all commissions, discounts and other fees (excluding amounts attributable to underwriting and arrangement fees paid in respect of Indebtedness) and charges owed by such Person with respect to letters of credit and bankers' acceptance financing and net costs made or payments received of such Person under hedge agreements in respect of interest rates to the extent such net costs are allocable to such period in accordance with GAAP, provided that any change in value of the Hedging Obligations shall not be treated as an Interest Expense).

"**Interest Period**" means, in the case of any LIBOR Loan, the applicable period for which interest on such LIBOR Loan shall be calculated pursuant to Article 7.

"**Investment**" means, as to any Person, (a) any purchase or other acquisition of shares or other securities of any other Person not constituting an Acquisition, (b) any loan, advance, extension of credit, guarantee or other similar form of financial assistance to or for the benefit of any other Person other than trade credit granted in the ordinary course of business, and (c) any capital contribution to any other Person.

"**LC Issuer**" means The Bank of Nova Scotia and any other Lender selected by the Borrowers and accepted by the Administrative Agent, acting reasonably, who agrees in writing with the Borrowers, the Lenders and the Administrative Agent to assume the obligation of issuing Letters under the Credit Facility on behalf of the Lenders. For certainty, The Toronto-Dominion Bank and Wells Fargo, National Association shall be LC Issuers as concerns the Existing Letters issued by each such Lender.

"**Lending Office**" means, as to the Administrative Agent, the LC Issuer or any Lender, the office or offices of such Person described as such in such Person's administrative questionnaire or analogous documentation provided to the Administrative Agent, or such other office or offices as such Person may from time to time notify the Borrowers and the Administrative Agent (subject to Section 3.15); which office may include any affiliate of such Person or any domestic or foreign branch of such Person or such affiliate.

"**Letter**" means a letter of credit or a letter of guarantee denominated in Canadian or United States dollars in each case, in form satisfactory to and issued by the LC Issuer for a term not exceeding one year, whereby the LC Issuer, acting at the request of and in accordance with the instructions of a Borrower, is to make payment in accordance with the terms and conditions thereof of an amount to or to the order of a third party.

"**LIBOR**" means the rate of interest per annum, calculated on the basis of a year of 360 days, determined by the Administrative Agent at approximately 11:00 a.m. (London time) on the second London Banking Day prior to the commencement of such Interest Period by reference to the rate set by ICE Benchmark Administration for deposits in United States dollars (as set forth by any service selected by the Administrative Agent that has been nominated by ICE Benchmark Administration as an authorized information vendor for the purpose of displaying such rates (which, as of the date hereof, is the "LIBOR Page" of Reuters Limited)) for a period equal to the Interest Period in question. To the extent that such rate is not ascertainable pursuant to the foregoing provisions of this definition, "LIBOR" shall be the rate per annum determined by the Administrative Agent to be the average of the rates per annum at which deposits of United States Dollars are offered for such relevant Interest Period to major banks in the London interbank market in London, England by the Administrative Agent (or an affiliate thereof, if the Administrative Agent does not offer such deposits) at approximately 11:00 a.m. (London, England time) on the second London Banking Day prior to the commencement of such Interest Period; provided that if LIBOR is less than zero, such rate shall be deemed to be zero for the purposes of this agreement.

"**LIBOR Loan**" means monies lent by the Lenders to the Borrowers in United States dollars and upon which interest accrues at a rate referable to LIBOR.

"**Lien**" means any deed of trust, mortgage, charge, hypothec, assignment, pledge, lien, vendor's privilege, supplier's right of reclamation or other security interest or encumbrance of whatever kind or nature, regardless of form and whether consensual or arising by law (statutory or otherwise), that secures the payment of any indebtedness or liability or the observance or performance of any obligation.

"**Limited Guarantor**" means any subsidiary of the Canadian Borrower which is a Guarantor and that, as of the Closing Date, is a "controlled foreign corporation" within the meaning of Section 957 of the Internal Revenue Code if the provision by it of a guarantee would reasonably be expected to create an adverse U.S. tax consequence to any NFI Entity that is a "United States person", as described in Section 7701(a)(30) of the Internal Revenue Code; provided that if at any time after the Closing Date the provision of such guarantee would not reasonably be expected to create an adverse U.S. tax consequence, under Sections 951-960 of the Internal Revenue Code, to any NFI Entity that is a "United States person", as described in Section 7701(a)(30) of the Internal Revenue Code, such subsidiary shall cease to be a Limited Guarantor and shall forthwith provide a Guarantee in form consistent with those provided by each Guarantor which is not a Limited Guarantor. For purposes of this agreement, MCIL Holdings, Ltd., Motor Coach Industries Limited and Frank Fair Industries Ltd. are Limited Guarantors as of the Closing Date.

"**Liquidity**" means, at any particular time, the aggregate of (i) the Unrestricted Cash at such time and (ii) Non-Restricted Credit Availability at such time.

"**Loan Documents**" means this agreement, the Guarantees, the Security Documents, the Fee Letter, the ICP Acknowledgement, the Intercreditor Agreement, the Subordination Agreements and all other instruments and agreements delivered by an Obligor to the Administrative Agent or the Lenders pursuant hereto, as each such instrument or agreement may be amended, modified, supplemented or replaced from time to time.

"**Loan Market Association**" means the Loan Market Association, a company limited by guarantee registered in England and Wales with its registered office at 5th Floor, 6 St Andrews Street, London, EC4A 3AE.

"**Loans**" means LIBOR Loans, Base Rate New York Loans, Base Rate Canada Loans, Prime Rate Loans and BA Rate Loans.

"**London Banking Day**" means a day on which dealings are carried on in the London interbank market in respect of transactions in United States Dollars.

"**Luxco Daylight Loan**" means an unsecured loan by The Bank of Nova Scotia to Transit Finco, Inc. in an aggregate amount of up to $750,000,000, the proceeds of which will be funded through certain NFI Entities (including NFI Holdings Luxembourg S.à r.l.) in accordance with the steps memorandum dated October 15, 2018 provided by the Borrowers to the Administrative Agent and the Lenders, and the obligations under which will be fully repaid on the date of advance thereof.

"**Majority Lenders**" means, at any particular time, such group of Lenders whose Individual Commitments at such time aggregate greater than 50% of the Total Commitment Amount at such time. Notwithstanding the foregoing, the unfunded Individual Commitment of, and the outstanding extensions of credit held or deemed to be held by, any Defaulting Lender shall be excluded for purposes of making a determination of Majority Lenders.

"**Material Acquisition"** means any direct or indirect Acquisition by an Obligor, for which the aggregate cash consideration paid on account of the purchase price to fund such Acquisition (not including the value of any equity or Convertible Debentures issued by the Canadian Borrower to partially fund the Acquisition) exceeds $150,000,000 or the Canadian Dollar Equivalent.

"**Material Adverse Change**" means any change of circumstances or any event which is reasonably likely to have a Material Adverse Effect.

"**Material Adverse Effect**" means a material adverse effect (or a series of adverse effects, none of which is material in and of itself but which, cumulatively, result in a material adverse effect) on:

(a) the business, operations, property, assets, liabilities or condition (financial or otherwise) of the NFI Entities taken as a whole;

(b) the ability of any Obligor to perform any of its material obligations under any of the Loan Documents to which it is a party; or

(c) the ability of the Administrative Agent to enforce any material obligations of any Obligor under any of the Loan Documents to which it is a party in accordance with Applicable Laws.

"**Maturity Date**" means (a) August 2, 2024, as the same may be extended pursuant to Section 2.7, and (b) only in respect of the Individual Commitments of any Declining Lender that continues to be a Lender in accordance with Section 2.7(b)(iii), the Pre-Extension Maturity Date. For certainty, in respect of the Individual Commitment of MUFG Bank, Ltd., Canada Branch as a Declining Lender, the Pre-Extension Maturity Date shall be October 25, 2023.

"**Moody's**" means Moody's Investors Service, Inc. or any successor by merger or consolidation to its business.

"**Multiemployer Plan**" shall mean a multiemployer plan as defined in Section 4001(a)(3) of ERISA to which any ERISA Company is making or accruing, or otherwise has an obligation to make contributions, or has within any of the preceding five plan years made or accrued, or otherwise had an obligation to make contributions.

"**NFI Entities**" means the Canadian Borrower and each of its direct or indirect subsidiaries, and "**NFI Entity**" means any of the NFI Entities.

"**Non-Defaulting Lender**" means a Lender that is not a Defaulting Lender.

"**Non-Financial Letters of Credit**" means (i) documentary import letters of credit, (ii) letters of credit provided to secure Surety Indebtedness or provided directly to contract counterparties to secure performance or completion obligations in the ordinary course of the Business, (iii) letters of credit securing workers compensation obligations and other insurance obligations to third-party insurers and to **[name of insurance entity redacted]**, and (iv) any other letter of credit in which the underlying obligation is settled by performing an act other than payment of cash.

~~"**Non-Restricted Credit Amount**" means, at any particular time, the amount of the Credit Facility which is not subject to a restriction on its availability pursuant to Section 2.2 at any time no Default has occurred and is continuing.~~

"**Non-Restricted Credit Availability**" means, at any particular time, the aggregate amount, if any, by which (x) the Existing Credit Facility Non-Restricted Credit Amount at such time exceeds the amount of credit outstanding under the Credit Facility (which credit outstanding includes, for the avoidance of doubt, the amount available to be drawn under any issued and outstanding Letters) at such time, and (y) the U.K. Operating Facility Non-Restricted Credit Amount at such time exceeds the amount of credit outstanding under the U.K. Operating Facility (which credit outstanding includes, for the avoidance of doubt, the amount available to be drawn under any issued and outstanding letters of credit/guarantee) at such time.

"**Non-Schedule I Lenders**" means Lenders other than Schedule I Lenders.

"**Non-Schedule I Reference Lenders**" means such group of Non-Schedule I Lenders as may be agreed upon by the Canadian Borrower and the Administrative Agent from time to time.

"**Non-U.S. Plan**" shall mean any plan, fund or other similar program that (a) is established or maintained outside the United States of America by any of the NFI Entities primarily for the benefit of employees of such member residing outside the United States of America, which plan, fund or other similar program provides, or results in, retirement income, a deferral of income in contemplation of retirement or payments to be made upon termination of employment, and (b) is not subject to ERISA or the Code.

"**Obligations**" is used with the defined meaning given to it in Section 15.14.

"**Obligors**" means the Borrowers and the Guarantors, and "**Obligor**" refers to any one of them, as the context requires.

"**Official Body**" means any international, national, provincial, state or municipal government or government of any political subdivision thereof, or any parliament, legislature, council, administrative agency, authority, board, central bank, monetary authority, commission, department or instrumentality thereof, or any court, tribunal, grand jury, mediator or arbitrator, whether foreign or domestic, in each case having jurisdiction in the relevant circumstances.

"**Official Body Consent**" means any licence, right, permit, franchise, privilege, registration, direction, decree, consent, order, permission, approval or authority to be issued or provided by an Official Body.

"**Order**" means an order, judgment, injunction or such other determination by an Official Body restricting payment by the LC Issuer under and in accordance with a Letter or extending the LC Issuer's liability under a Letter beyond the expiration date stated therein.

"**Other Taxes**" means all present or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies arising from any payment made hereunder or under any other Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, this agreement or any other Loan Document.

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

"**Permitted Acquisition**" means any Acquisition by an Obligor that satisfies all of the following conditions:

(a) the entity being acquired (in the case of a share Acquisition) or the vendor (in the case of an asset Acquisition) is in a similar or complimentary line of business as the Business;

(b) no Default or Event of Default exists at the time of any such proposed Acquisition and no Default or Event of Default would exist immediately after the implementation of any such proposed Acquisition;

(c) ~~in the case of any Acquisition prior to the Reversion Date and thereafter in the case of any Material Acquisition,~~ a certified copy of the relevant purchase agreement, together with all other materials related to such proposed Acquisition as reasonably required by the Administrative Agent (including, without limitation, financial statements of the target entity, where available), has been provided to the Administrative Agent;

(d) the financial covenants set out in Sections 11.1(f), 11.1(f)(1), 11.1(g), 11.1(g)(1), 11.1(x), 11.1(x)(1) and 11.1(y), as applicable, would be met, on a pro forma basis, immediately after giving effect to the implementation of any such Acquisition; and

(e) contemporaneously with any such Acquisition, the Borrowers shall cause Section 11.3(l) to be complied with in respect of such Acquisition (unless any subsidiary or subsidiaries acquired pursuant thereto are designated as Excluded Subsidiaries).

"**Permitted Daylight Loan Transactions**" means (i) the Luxco Daylight Loan, and (ii) any other unsecured borrowings by an Obligor from one or more Lenders, the proceeds of which are, by way of one or more steps, used by NFI Entities to: (i) make loans to equity investments in or capital contributions to one or more NFI Entities, (ii) repay loans owing to, redeem equity investments in or otherwise return capital to NFI Entities, (iii) make interest payments on loans from or pay dividends or other distributions to other NFI Entities, or (iv) purchase loans or equity investments in NFI Entities, in each case, pursuant to transactions involving only other NFI Entities, and which proceeds are returned in full to an Obligor and, on a same day basis, used to repay in full all obligations owing to the relevant Lenders in respect of such loans.

"**Permitted Indebtedness**" means (without duplication) at any time:

(a) Indebtedness of any Obligor to the Administrative Agent and the Lenders under or in connection with the Loan Documents or Cash Management Agreements;

(b) Hedging Obligations which have been incurred pursuant to a Capital Market Agreement for bona fide hedging purposes but not for speculative purposes;

(c) Indebtedness secured by a Permitted Lien;

(d) unsecured Indebtedness of (x) an Obligor to another Obligor and (y) an Excluded Subsidiary to another Excluded Subsidiary;

(e) unsecured Indebtedness owing by any Obligor to an Excluded Subsidiary provided such Excluded Subsidiary has executed and delivered the Postponement and Subordination Undertaking;

(f) ~~(i) prior to the Reversion Date,~~ (x) the **[name redacted]** Grant and (y) other unsecured Indebtedness of the NFI Entities provided (a) the aggregate amount of such other unsecured Indebtedness does not, at any particular time, exceed $25,000,000; and (b) immediately after the incurrence thereof, the Borrowers would be in compliance with Sections 11.1(f), 11.1(f)(1), 11.1(g), 11.1(g)(1), 11.1(x), 11.1(x)(1) and 11.1(y) ~~on a pro forma basis and (ii) on and following the Reversion Date, other unsecured (and, following the Security Discharge Date, pari passu) Indebtedness of the NFI Entities provided immediately after the incurrence thereof, the Borrowers would be in compliance with Sections 11.1(f), 11.1(g), 11.1(x) and 11.1(y)~~, as applicable, on a pro forma basis;

(g) Indebtedness in respect of Capitalized Lease Obligations or Purchase Money Obligations provided the aggregate amount of such Indebtedness does not, at any particular time, ~~(i) prior to the Reversion Date,~~ exceed $60,000,000 ~~and (ii) on and following the Reversion Date, exceed the greater of (x) $150,000,000 and (y) 5% of Total Consolidated Assets at such time~~;

(h) Receivables Financing Indebtedness in an aggregate amount not to exceed ~~(i) prior to the Reversion Date,~~ $75,000,000 at ~~such time and (ii) on and following the Reversion Date, $150,000,000 at such~~any particular time;

(i) ~~on and following the Reversion Date, secured Indebtedness of the NFI Entities provided the aggregate amount of such Indebtedness does not, at any particular time exceed the greater of (x) $100,000,000 and (y) 5% of Total Consolidated Assets at such time (for greater certainty, no such secured Indebtedness shall be permitted prior to the Reversion Date);~~ [Intentionally deleted];

(j) existing Indebtedness of an entity acquired in connection with a Permitted Acquisition (which may be prior ranking, pari-passu or subordinated), so long as (w) such Indebtedness was not incurred in anticipation thereof, (x) any security for such Indebtedness is limited to the assets acquired or the assets of the entity acquired, (y) immediately after giving effect to the making of such acquisition, the Borrowers would be in compliance with Sections 11.1(f), 11.1(f)(1), 11.1(g), 11.1(g)(1), 11.1(x), 11.1(x)(1) and 11.1(y), as applicable, on a pro forma basis and (z) the aggregate amount of such Indebtedness does not at any particular time ~~(i) prior to the Reversion Date,~~ exceed $50,000,000 less the aggregate amount of Indebtedness incurred or assumed at such time in connection with paragraph (k) below ~~and (ii) on and after the Reversion Date, exceed the greater of $100,000,000 and (ii) 5% of Total Consolidated Assets at such time~~;

(k) unsecured Indebtedness owed to sellers or their affiliates on account of all or a portion of the purchase price for Permitted Acquisitions, provided that (x) such Indebtedness is subordinated to the Obligations on terms and conditions satisfactory to the Lenders (which subordination terms, for greater certainty, will not restrict payment of the interest and principal on such Indebtedness in accordance with its terms provided no Default or Event of Default has occurred and is continuing hereunder) and (y) ~~prior to the Reversion Date,~~ the aggregate amount of such Indebtedness does not at any particular time exceed $50,000,000 less the aggregate amount of Indebtedness incurred or assumed at such time in connection with paragraph (j) above;

(l) Convertible Debentures;

(m) Subordinated Debt;

(n) unsecured Indebtedness to a Lender pursuant to Permitted Daylight Loan Transactions (provided any such Indebtedness is repaid on a same-day basis);

(o) the U.K. Operating Facility; ~~and~~

(p) Indebtedness owing by New Flyer of America Inc. to the city of Crookston, Minnesota in an aggregate amount not to exceed U.S.$280,000; and

(q) the HSBC Guarantee Facilities.

"**Permitted Liens**" means any one or more of the following with respect to the property and assets of the NFI Entities:

(a) Liens for taxes, assessments or governmental charges or levies not at the time due or delinquent or the validity of which are being contested in good faith by appropriate proceedings and as to which reserves are being maintained in accordance with generally accepted accounting principles so long as forfeiture of any part of such property or assets will not result from the failure to pay such taxes, assessments or governmental charges or levies during the period of such contest;

(b) the Lien of any judgment rendered or the Lien of any claim filed which is being contested in good faith by appropriate proceedings and as to which reserves are being maintained in accordance with generally accepted accounting principles so long as forfeiture of any part of such property or assets will not result from the failure to satisfy such judgment or claim during the period of such contest;

(c) undetermined or inchoate Liens incidental to current operations which have not at such time been filed pursuant to law or which relate to obligations not due or delinquent at such time or which arise by operation of law or pursuant to any lease of premises occupied by any NFI Entity and which relate to obligations not due or delinquent at such time;

(d) restrictions, easements, rights-of-way, servitudes or other similar rights in land granted to or reserved by other Persons which in the aggregate do not materially impair the usefulness, in the operation of the business of any NFI Entity, of the property subject to such restrictions, easements, rights-of-way, servitudes or other similar rights in land granted to or reserved by other Persons;

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

(f) the encumbrance resulting from the deposit of cash or securities in connection with bids, contracts, tenders or expropriation proceedings, or to secure workers' compensation, employment insurance or other statutory deductions or withholdings, surety or appeal bonds, costs of litigation when required by law and public and statutory obligations, liens or claims incidental to construction and mechanics', warehouseman's, carriers', repairers', landlords' and other similar Liens;

(g) security given to a public utility or any municipality or governmental or other public authority when required by such utility or other authority in connection with the operations of any NFI Entity (including, for certainty, security given to central banks or similar authorities in connection with the production of bank notes), all in the ordinary course of business;

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

(i) title defects or irregularities which are of a minor nature and in the aggregate will not materially impair the use of the property for the purpose for which it is held by any NFI Entity;

(j) applicable municipal and other governmental restrictions affecting the use of land or the nature of any structures which may be erected thereon, provided such restrictions have been complied with and will not materially impair the use of the property for which it is held;

(k) any restriction on transfer arising under applicable securities law;

(l) Liens of lessors and licensors arising under lease agreements or license arrangements;

(m) Liens on property or properties of the NFI Entities which secure Indebtedness referred to in Clauses (g), (h), (j) and (p) of the definition of "Permitted Indebtedness", provided such Liens do not charge the equity interests of any Obligor;

(n) ~~Liens on property or properties of the NFI Entities which secure Indebtedness referred to in Clause (i) of the definition of "Permitted Indebtedness" or other obligations of the NFI Entities, provided the aggregate amount secured thereby does not, at any particular time, exceed the greater of (x) $150,000,000 and (y) 5% of Total Consolidated Assets at such time, and in all cases that such Liens do not charge the equity interests of any Obligor~~**[Intentionally deleted.]**;

(o) Liens in favour of customers of the Obligors in respect of parts inventory and finished goods inventory the value of which does not exceed $75,000,000 at any particular time~~ (i) prior to the Reversion Date, $75,000,000 and (ii) on and after the Reversion Date, the greater of (x) $75,000,000 and (y) 2.5% of Total Consolidated Assets at such time~~;

(p) security granted by the Obligors pursuant to the Security Documents;

(q) Liens granted to HSBC Corporate Trustee Company (UK) Limited, as security agent for and on behalf of the lenders under the U.K. Operating Facility, in connection with the U.K. Operating Facility~~ prior to the Security Discharge Date~~ provided that such Liens are subject to the Intercreditor Agreement;

(r) the extension, renewal or refinancing of any Permitted Lien, provided that the amount so secured does not exceed the original amount secured immediately prior to such extension, renewal or refinancing and the Lien is not extended to any additional property; and

(s) other Liens consented to in writing by the Majority Lenders.

"**Person**" means any natural person, corporation, firm, partnership, limited liability company, trust, joint venture, joint stock company, incorporated or unincorporated association, government, governmental agency or any other entity, whether acting in an individual, fiduciary or other capacity.

"**Plan**" shall mean any pension plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA which is maintained or contributed to by any ERISA Company or to which any ERISA Company otherwise has any liability.

"**Postponement and Subordination Undertaking**" means the postponement and subordination undertaking to be entered into by the Excluded Subsidiaries, in substantially the form attached hereto as Schedule M, as the same may be amended, modified, supplemented or replaced from time to time.

"**PPSA**" means the *Personal Property Security Act* (Ontario), as amended from time to time (or any successor statute) or similar legislation of any other jurisdiction the laws of which are required by such legislation to be applied in connection with the issue, perfection, enforcement, validity or effect of security interests.

"**Pre-Extension Maturity Date**" means, in respect of the Individual Commitments related to the Credit Facility of any Declining Lender, the Maturity Date as in effect immediately prior to the Extension Request pursuant to which such Lender became a Declining Lender.

"**Prime Rate**" means the greater of (a) the variable rate of interest per annum equal to the rate of interest determined by the Administrative Agent from time to time as its prime rate for Canadian dollar loans made by the Administrative Agent in Canada from time to time, such prime rate being a variable per annum reference rate of interest adjusted automatically upon change by the Administrative Agent and calculated on the basis of a year of 365 days or 366 days in the case of a leap year and (b) the sum of (i) the rate per annum for Canadian dollar bankers' acceptance having a term of 30 days that appears on the Thomson Reuters Screen CDOR Page as of 10:00 a.m. (Toronto time) on the date of determination, as reported by the Administrative Agent and (ii) 3/4 of 1% per annum**;** provided that if at any time Prime Rate is less than zero, such rate shall be deemed to be zero for purposes of this agreement.

"**Prime Rate Loan**" means monies lent by the Lenders to the Canadian Borrower hereunder in Canadian dollars and upon which interest accrues at a rate referable to the Prime Rate.

"**Priority Payables**" means, with respect to any Person, any amount payable by such Person which is secured by a Lien or has the benefit of a deemed trust or other statutory right which ranks or is capable of ranking prior to or pari passu with the Liens created by the Security Documents (other than the pari passu Liens created pursuant to the U.K. Operating Facility Security Documents), including amounts owing for vacation pay, employee deductions, wages (including any amounts protected by the *Wage Earner Protection Program Act* (Canada)), sales tax, excise tax, Tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of GST/HST input credits), workers compensation, Pension Plan obligations, overdue rents or Taxes, but (for greater certainty) only to the extent that any such specifically listed item is secured by a Lien or has the benefit of a deemed trust or other statutory right which ranks prior to or pari passu with the Liens created by the Security Documents.

"**Proceeds of Realization**" means all cash and non-cash proceeds derived from any sale, disposition or other realization of the Secured Assets (i) after any notice by the Administrative Agent to the Borrowers pursuant to Section 13.1 declaring all indebtedness of the Borrowers hereunder to be immediately due and payable, (ii) upon any dissolution, liquidation, winding-up, reorganization (for greater certainty, other than internal reorganizations), bankruptcy, insolvency or receivership of any Obligor (or any other arrangement or marshalling of the Secured Assets that is similar thereto) or (iii) upon the enforcement of, or any action taken with respect to, any of the Security Documents or Guarantees. For greater certainty, prior to the Security becoming enforceable (x) insurance proceeds derived as a result of the loss or destruction of any of the Secured Assets or (y) cash or non-cash proceeds derived from any expropriation or other condemnation of any of the Secured Assets shall not constitute Proceeds of Realization prior to enforcement of the Security Documents or Guarantees.

"**Pro Rata Share**" means, at any particular time with respect to a particular Lender, the ratio of the Individual Commitment of such Lender with respect to the Credit Facility at such time to the aggregate of the Individual Commitments of all of the Lenders with respect to the Credit Facility at such time.

"**PST**" means all taxes payable under the *Retail Sales Tax Act* (Manitoba) or any similar statute of another jurisdiction of Canada.

"**Purchase Money Obligations**" means Indebtedness arising in the ordinary course of business which is assumed as part of, or issued or incurred to pay or provide funds to pay, all or a part of the purchase price of any personal or moveable property but specifically excluding Indebtedness under Capitalized Lease Obligations.

"**Qualified ECP Guarantor**" means, in respect of any Hedging Obligation pursuant to a Capital Market Agreement, each Obligor that has total assets exceeding U.S. $10,000,000 at the time the Borrower Guarantee or relevant Guarantee, as applicable, becomes effective with respect to such Hedging Obligation or such other Person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another Person to qualify as an "eligible contract participant" at such time by entering into a keepwell under Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

"**Quarterly Date**" shall have the meaning set out in the definition of "Fiscal Quarter".

"**Quarterly Reporting Date**" means the date which is 60 days after the end of the first three Fiscal Quarters and 120 days after the end of each Fiscal Year.

"**Receivables Financing**" means any transaction or series of transaction pursuant to a Receivables Purchase Facility.

"**Receivables Purchase Facility**" means any transaction or series of transactions pursuant to which any one or more NFI Entities sell, convey or otherwise transfer Sold Receivables to any other Person, or an NFI Entity may grant a security interest in, any such Sold Receivables; provided that, (a) no portion of the Indebtedness (contingent or otherwise) incurred in connection therewith is guaranteed by or is recourse to any NFI Entity in any way other than pursuant to Standard Securitization Undertakings and (b) no NFI Entity has any obligation to maintain or preserve such Person's financial condition or cause such Person to achieve certain levels of operating results.

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

"**Release**" means any actual or threatened release, spilling leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, seeping, dumping or disposing, migrating or allowing to escape or migrate into or through the Environment. The term includes the abandonment or discarding of barrels, containers and other closed receptacles containing or previously containing any Hazardous Material.

"**Rent Reserve**" means an amount equal to three months rent in respect of each leased real property of a Obligor for which such Obligor has not delivered to the Administrative Agent a landlord waiver satisfactory to the Administrative Agent, acting reasonably.

"**Repaid Amount**" shall have the meaning ascribed thereto in Section 9.9.

"**Replacement Lender**" means a Lender or a proposed new Lender that has agreed to accept an Individual Commitment with respect to the Credit Facility designated in a Replacement Lender Notice delivered to the Administrative Agent pursuant to and in accordance with Section 8.3(b).

"**Replacement Lender Agreement**" means an agreement in the form of Schedule H (or in such other form to substantially similar effect as the Administrative Agent may accept) duly completed, executed and delivered by the Borrowers, a Replacement Lender and the Administrative Agent pursuant to Section 8.3(d).

"**Replacement Lender Notice**" shall have the meaning ascribed thereto in Section 8.3(b).

"**Resolution Authority**" means any body which has authority to exercise any Write-down and Conversion Powers.

~~"**Reversion Date**" means April 3, 2023; provided however, that if the Covenant Increase Option has been exercised in accordance with Section 11.1(dd), the Reversion Date shall be October 2, 2023.~~

"**Rollover Notice**" shall have the meaning ascribed thereto in Section 5.3.

"**Rolling Period**" means the referenced Fiscal Quarter taken together with the three immediately preceding Fiscal Quarters; provided however, that "Rolling Period" for purposes of calculating Adjusted EBITDA means:

(a) for the Fiscal Quarter ending September 27, 2020, the sum of Adjusted EBITDA for the Fiscal Quarters ending September 27, 2020, March 29, 2020 and December 29, 2019 multiplied by 4/3;

(b) for the Fiscal Quarter ending December 27, 2020, the sum of Adjusted EBITDA for the Fiscal Quarters ending December 27, 2020, September 27, 2020 and March 29, 2020 multiplied by 4/3;

(c) for the Fiscal Quarter ending April 4, 2021, the sum of Adjusted EBITDA for the Fiscal Quarters ending April 4, 2021, December 27, 2020 and September 27, 2020 multiplied by 4/3; and

(d) for each Fiscal Quarter thereafter, the referenced Fiscal Quarter taken together with the three immediately preceding Fiscal Quarters.

"**Sanctions**" shall have the meaning ascribed thereto in Section 10.1(v).

"**S & P**" means Standard & Poor's Ratings Service or any successor by merger or consolidation to its business.

"**Schedule I Lenders**" means the Lenders that are listed in Schedule I to the *Bank Act* (Canada).

"**Schedule I Reference Lenders**" means The Bank of Nova Scotia and such other Schedule I Lenders as may be agreed upon by the Borrowers and the Administrative Agent from time to time.

"**[name redacted] Grant**" means the grant provided to **[details of grant redacted]**.

"**Second Amending Agreement**" means the second amending agreement to this agreement dated as of April 23, 2020 between the Borrowers, the Administrative Agent and the Lenders.

"**Second Amendment Effective Date**" means the effective date of the Second Amending Agreement.

"**Secured Assets**" means all of the present and future assets, property and undertaking of the Obligors and any and all proceeds of any of the foregoing, excluding, for greater certainty, all real property of the Obligors.

"**Security**" means the collateral security constituted by the Security Documents.

~~"**Security Discharge Date**" means the date on which the Canadian Borrower has delivered a compliance certificate pursuant to Section 11.1(b)(iii) which such certificate, together with the compliance certificates delivered pursuant to Section 11.1(b)(iii) for the two immediately preceding Fiscal Quarters, evidences (x) compliance with Section 11.1(g)(A)(v) or Section 11.1(g)(B)(v), as applicable, for~~

~~three consecutive Fiscal Quarters and (y) a Total Leverage Ratio at less than 2.75 to 1 for three consecutive Fiscal Quarters.~~

"**Security Documents**" shall mean the security documents which, in the reasonable opinion of the Administrative Agent, are required to be entered into from time to time by the Obligors in favour of the Administrative Agent in order to grant to the Administrative Agent a Lien on the Secured Assets as continuing collateral security for the payment and performance of all present and future indebtedness, obligations and liabilities of the Obligors to the Administrative Agent and the Lenders under or in respect of the Guaranteed Documents, such security documents to be in form and substance satisfactory to the Administrative Agent and its counsel, acting reasonably, and to include the security documents described in Schedule M hereto.

"**Sold Receivables**" means accounts receivable originated by the Canadian Borrower or its subsidiaries (including any related assets) sold to any Person pursuant to any Receivables Purchase Facility.

"**Solvent**" and "**Solvency**" mean, with respect to any Person on any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature and such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"**Standard Securitization Undertakings**" means representations, warranties, covenants and indemnities (including repurchase obligations in the event of a breach of representation and warranty) made or provided, and limited recourse guarantees, performance guarantees and servicing obligations undertaken, by any Obligor in connection with a Receivables Financing of a character appropriate for the assets being securitized and which have been negotiated at arm's length with an unaffiliated third party.

"**Subordination Agreement"** means an agreement, in form and substance satisfactory to the Lenders, pursuant to which Indebtedness of an Obligor is fully subordinated and postponed to the Indebtedness of the Obligors under or in respect of the Guaranteed Documents.

"**Subordinated Debt**" means unsecured Indebtedness of an Obligor which is (x) subject to a Subordination Agreement or (y) otherwise fully postponed and subordinated to the Indebtedness of the Obligors under or in respect of the Guaranteed Documents on terms and conditions satisfactory to the Lenders.

"**subsidiaries**" shall have the meaning ascribed thereto in the *Business Corporations Act* (Ontario).

"**Substitute Lenders**" shall have the meaning ascribed thereto in Section 2.7(b)(i).

"**Surety Indebtedness**" means any obligations of any Obligor in respect of performance and surety bonds and completion guarantees provided by any Obligor or any of their subsidiaries in the ordinary course of business.

"**Swap Obligation**" means, with respect to any Guarantor, and any Borrower in its capacity as a guarantor of the Obligations of another Obligor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of Section 1a(47) of the Commodity Exchange Act.

"**Swingline Lender**" means The Bank of Nova Scotia or any other Lender selected by the Administrative Agent and acceptable to the Canadian Borrower who agrees in writing with the Canadian Borrower, the Lenders and the Administrative Agent to assume the obligation to make Swingline Loans under the Credit Facility pursuant to Section 3.12.

"**Swingline Loans**" shall have the meaning ascribed thereto in Section 3.12.

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations promulgated thereunder, each as amended from time to time.

"**Taxes**" means all taxes, charges, fees, levies, imposts, rates, dues and assessments, including, without limitation, all income, branch profits, sales, use, goods and services, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, real property and personal property taxes, and any other taxes, customs duties, fees, assessments, or similar charges in the nature of a tax including Canada Pension Plan and provincial pension plan contributions, employment insurance payments and workers' compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties with respect thereto, imposed, levied, collected, withheld or assessed by any Official Body (including federal, state, provincial, municipal and foreign Official Bodies), and whether disputed or not.

"**Third Amending Agreement**" means the third amending agreement to this agreement dated as of December 23, 2020 between the Borrowers, the Administrative Agent and the Lenders.

"**Third Amendment Effective Date**" means the effective date of the Third Amending Agreement.

"**Total Commitment Amount**" means, at any particular time, the aggregate of the Individual Commitments of all of the Lenders with respect to the Credit Facility at such time.

"**Total Consolidated Assets**" means, as at any particular date, the consolidated assets of the Canadian Borrower as shown on the balance sheet of the Canadian Borrower as of the most recent Quarterly Date for which financial statements shall have been delivered to the Administrative Agent pursuant to Section 11.1(b).

"**Total Leverage Ratio**" means on any date of determination, the ratio of (a) the aggregate Indebtedness of the Canadian Borrower on a consolidated basis as of the most recent Quarterly Date for which financial statements shall have been delivered to the Administrative Agent pursuant to Section 11.1(b), to (b) Adjusted EBITDA of the Canadian Borrower determined on a consolidated basis for the Rolling Period ended on the most recent Quarterly Date for which financial statements shall have been delivered to the Administrative Agent pursuant to Section 11.1(b). For purposes of calculating the Total Leverage Ratio, the aggregate amount of Indebtedness of the Canadian Borrower (on a consolidated basis) (i) shall be net of the amount of any cash that is on deposit with a Lender to the extent that such cash is not subject to any Lien (other than pursuant to the Security Documents and the U.K. Operating Facility Security Documents~~ prior to the Security Discharge Date~~), up to a maximum aggregate amount of $50,000,000, (ii) shall not include the amount of any undrawn Non-Financial Letters of Credit, and (iii) shall not include the amount of the HSBC Guarantee Facilities, the Convertible Debentures and Subordinated Debt.

"**Total Net Debt to Capitalization Ratio**" means, on any date of determination, the ratio of (a) the aggregate Indebtedness of the Canadian Borrower on a consolidated basis as of the most recent Quarterly Date for which financial statements shall have been delivered to the Administrative Agent pursuant to Section 11.1(b), to (b) Capitalization at such date of determination. For purposes of calculating the Total Net Det to Capitalization Ratio, the aggregate amount of Indebtedness of the Canadian Borrower (on a consolidated basis) (i) shall be net of the amount of any cash that is on deposit with a Lender to the extent that such cash is not subject to any Lien (other than pursuant to the Security Documents and the U.K. Operating Facility Security Documents~~ prior to the Security Discharge Date~~), up to a maximum aggregate amount of $50,000,000, (ii) shall not include the amount of any undrawn Non-Financial Letters of Credit, and (iii) shall not include the amount of the HSBC Guarantee Facilities, the Convertible Debentures and Subordinated Debt.

"**U.K. Operating Facility**" means an unsecured credit facility in favour of NFI International Limited to be established on terms and conditions substantially similar to this agreement, up to a maximum amount of £50,000,000.

"**U.K. Operating Facility Non-Restricted Credit Amount**" means, at any particular time, the amount of the UK Operating Facility which is not subject to a restriction on its availability at any time no event of default has occurred and is continuing thereunder.

"**U.K. Operating Facility Security Documents**" means each of the documents pursuant to which the security which is permitted pursuant to paragraph (q) of the definition of "Permitted Liens" is provided.

"**Unfunded Capital Expenditures**" means Capital Expenditures not funded by Permitted Indebtedness.

"**Unrestricted Cash**" means, at any particular time, the aggregate of all cash or Cash Equivalents available on demand of the Obligors determined on a consolidated basis at such time which is not listed on the Canadian Borrower's consolidated balance sheet as restricted cash (or other designation of similar effect) and which is held with the Lenders and~~, prior to the Security Discharge Date,~~ subject to a Lien pursuant to the Security Documents and the U.K. Operating Facility Security Documents.

"**U.S.**" and "**United States**" means the United States of America.

"**U.S. Commitment Amount**" means, at any particular time, that portion of the amount of the Credit Facility at such time, expressed in U.S. dollars, which the Borrowers have most recently designated as the amount of the Credit Facility which can be availed by the U.S. Borrower, which amount, as at August 2, 2019, shall be $150,000,000.

"**U.S. Credit Parties**" means each Obligor that is formed or existing under the laws of the United States of America, any constituent state thereof or the District of Columbia.

"**U.S. Dollar Equivalent**" means the Exchange Equivalent in United States dollars of any amount of Canadian dollars or other relevant currency, as applicable.

"**Wholly-Owned Subsidiary**" of a Person means any subsidiary of such Person of which securities (except for directors' qualifying shares) or other ownership interests representing 100% of the equity or 100% of the ordinary voting power or 100% of the general partnership or membership interests are, at the time any determination is being made, owned, controlled or held by such Person or one or more subsidiaries of such Person or by such Person and one or more subsidiaries of such Person.

"**Withdrawal Liability**" shall mean liability to a Multiemployer Plan as a result of a complete or partial withdrawal from such Multiemployer Plan, as such terms are defined in Part I of Subtitle E or Title IV of ERISA.

"**Write-down and Conversion Powers**" means:

(a) in relation to any Bail-In Legislation described in the EU Bail-In Legislation Schedule from time to time, the powers described as such in relation to that Bail-In Legislation in the EU Bail-In Legislation Schedule; and

(b) in relation to any other applicable Bail-In Legislation:

(i) any powers under that Bail-In Legislation to cancel, transfer or dilute shares issued by a person that is a bank or investment firm or other financial institution or affiliate of a bank, investment firm or other financial institution, to cancel, reduce, modify or change the form of a liability of such a person or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers; and

(ii) any similar or analogous powers under that Bail-In Legislation.

1.2 Other Usages

References to “this agreement”, “the agreement”, “hereof”, “herein”, “hereto” and like references refer to this Credit Agreement and not to any particular Article, Section or other subdivision of this agreement. Any references herein to any agreements or documents shall mean such agreements or documents as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof.

1.3 Plural and Singular

Where the context so requires, words importing the singular number shall include the plural and vice versa.

1.4 Headings

The division of this agreement into Articles and Sections and the insertion of headings in this agreement are for convenience of reference only and shall not affect the construction or interpretation of this agreement.

1.5 Currency

Unless otherwise specified herein, all statements of or references to dollar amounts in this agreement shall mean lawful money of the United States of America.

1.6 Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any legal action or proceeding with respect to this agreement may be brought in the courts of the Province of Ontario and, by execution and delivery of this agreement, the parties hereby accept for themselves and in respect of their property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts. Nothing herein shall limit the right of any party to serve process in any manner permitted by law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction.

1.7 Time of the Essence

Time shall in all respects be of the essence of this agreement.

1.8 Non-Banking Days

Subject to Section 7.7(c), whenever any payment to be made hereunder shall be stated to be due or any action to be taken hereunder shall be stated to be required to be taken on a day other than a Banking Day, such payment shall be made or such action shall be taken on the next succeeding Banking Day and, in the case of the payment of any amount, the extension of time shall be included for the purposes of computation of interest, if any, thereon.

1.9 Consents, Approvals and Documentation

Whenever the consent or approval of a party hereto is required in a particular circumstance, unless otherwise expressly provided for herein, such consent or approval shall not be unreasonably withheld or delayed by such party.

1.10 Amount of Credit

Any reference herein to the "amount of credit outstanding" or "outstanding amount of credit" or any similar phrase shall mean, at any particular time:

(a) in the case of a Prime Rate Loan or a BA Rate Loan, the U.S. Dollar Equivalent of the principal amount thereof;

(b) in the case of a Bankers' Acceptance, the U.S. Dollar Equivalent of the face amount of the Bankers' Acceptance;

(c) in the case of a Base Rate Canada Loan, a Base Rate New York Loan or a LIBOR Loan, the principal amount thereof;

(d) in the case of a Letter denominated in United States dollars the contingent liability of the LC Issuer thereunder at such time; and

(e) in the case of a Letter denominated in Canadian dollars or any other currency, the U.S. Dollar Equivalent (as applicable) of the contingent liability of the LC Issuer thereunder at such time.

1.11 Schedules

Each and every one of the schedules which is referred to in this agreement and attached to this agreement shall form a part of this agreement.

1.12 Statute References

Any reference in this agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time.

1.13 Paramountcy

In the event of any conflict or inconsistency between the provisions of this agreement and the provisions of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall prevail and be paramount. In the event of any conflict or inconsistency between the provisions of this agreement and the provisions of any other Loan Document (other than the Intercreditor Agreement), the provisions of this agreement shall prevail and be paramount.

1.14 Extension of Credit

For the purposes hereof, each drawdown, rollover and conversion shall be deemed to be an extension of credit to the Borrowers hereunder.

1.15 Calculation, Computations

All computations and calculations determining compliance with financial covenants or the calculation or computation of other financial information for the purposes of this agreement shall be calculated with respect to the Canadian Borrower on a consolidated basis and shall be made and prepared in accordance with generally accepted accounting principles consistently applied throughout the periods involved.

1.16 Accounting Principles

All accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles consistently applied throughout the periods involved. 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 any Loan Document, including the contents of any certificate to be delivered under any Loan Document, such determination, consolidation or computation shall, unless the parties otherwise agree or the context otherwise requires, be made in accordance with generally accepted accounting principles consistently applied throughout the periods involved; provided, however, that if any changes in accounting principles from those used in the preparation of the audited financial statements of the Canadian Borrower for the Fiscal Year ended December 31, 2017 ("**Historic GAAP**") occur by reason of any change in the rules, regulations, pronouncements, opinions or other requirements of CPA Canada (or any successor thereto or agency with similar function), 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 any Loan Document, the Borrowers shall, at their option, either (a) furnish to the Administrative Agent, together with each delivery of the financial statements of the Borrowers required to be delivered pursuant to Section 11.1(b), 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 Majority Lenders to amend (and for certainty, such amendments shall be at the sole discretion of the Majority Lenders) such financial covenants or terms in such manner as the Majority Lenders shall require in order to reflect fairly such changes so that the criteria for evaluating the financial condition of the Borrowers 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).

1.17 Successors and Permitted Assigns of Parties

Any reference in this agreement to a party to this agreement shall include the successors and permitted assigns of such party.

1.18 Joint and Several Obligations

The payment obligations of the Borrowers hereunder are joint and several.

1.19 Meaning of Include

The words "**include**", "**includes**" and "**including**", when used in this agreement, shall be deemed to be followed by the phrase, "**without limitation**".

1.20 Rule of Construction

The Loan Documents have been negotiated by each party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not apply to the construction or interpretation of the Loan Documents.

1.21 [Intentionally Deleted.]

1.22 Permitted Liens.

For the avoidance of doubt, any reference to a Permitted Lien shall not serve to subordinate or postpone any Lien created by any Security Document to such Permitted Lien.

ARTICLE 2
CREDIT FACILITY

2.1 Establishment of Credit Facility

Subject to the terms and conditions hereof, the Lenders hereby establish in favour of the Borrowers, a revolving credit facility (the "**Credit Facility**") in the amount of the Credit Limit.

2.2 Credit Restrictions

Subject to the terms and conditions hereof, the aggregate amount of credit outstanding under the Credit Facility shall not at any time exceed (i) on or prior to December 31, 2023, the lesser of (x) the Credit Limit at such time and (y) the Borrowing Base at such time and (y) thereafter, the Credit Limit.

2.3 Lenders' Commitments

Subject to the terms and conditions hereof, the Lenders severally agree to extend credit to the Borrowers under the Credit Facility from time to time provided that the aggregate amount of credit extended by each Lender under the Credit Facility shall not at any time exceed the Individual Commitment of such Lender and further provided that the aggregate amount of credit outstanding under the Credit Facility shall not at any time exceed the amount of the Credit Limit. All credit requested under the Credit Facility by a Borrower shall be made available to such Borrower contemporaneously by all of the Lenders. Each Lender shall provide to the Administrative Agent its Pro Rata Share of each credit under the Credit Facility, whether such credit is extended by way of drawdown, rollover or conversion. No Lender shall be responsible for any default by any other Lender in such other Lender's obligation to provide its Pro Rata Share of any credit nor shall the Individual Commitment of any Lender be increased as a result of any such default of another Lender. The failure of any Lender to make available to a Borrower its Pro Rata Share of any credit shall not relieve any other Lender of its obligation hereunder to make available to such Borrower its Pro Rata Share of such credit.

2.4 Reduction of Credit Limit

The Borrowers may, from time to time and at any time, by three Banking Days' notice in writing to the Administrative Agent, permanently reduce the Credit Limit to the extent the Credit Facility is not utilized, provided, however, that any such permanent reduction of the amount of the Credit Limit shall be by an amount of no less than \$10,000,000 and otherwise in integral multiples of \$2,000,000 in excess thereof. The amount of the Credit Limit will not be reduced by any prepayment or repayment under the Credit Facility pursuant to Section 9.2 or 9.4 but will be reduced (x) at the time, and by the amount, of each prepayment or repayment of the Credit Facility pursuant to Section 2.7(b)(ii) and (y) to zero on the Maturity Date. Any repayment of outstanding credit which forms part of any rollover or conversion from one type of credit to another type of credit under Article 5 or Article 6 shall not cause any reduction in the amount of the Credit Limit. Upon any reduction in the amount of the Credit Limit, the Individual Commitment of each Lender shall thereupon be reduced by an amount equal to such Lender's Pro Rata Share of the amount of such reduction in the amount of the Credit Limit. The Borrowers shall, contemporaneously with any such reduction of the Credit Limit, designate in writing to the Administrative Agent how such reduction shall be allocated between the Canadian Commitment Amount and the U.S. Commitment Amount.

2.5 Termination of Credit Facility

(a) The Credit Facility shall terminate upon the earliest to occur of:

(i) the Maturity Date (but not, for the avoidance of doubt, any Pre-Extension Maturity Date);

(ii) the termination of the Credit Facility in accordance with Section 13.1; and

(iii) the date on which the Credit Limit has been permanently reduced to zero pursuant to Section 2.4.

(b) Upon the termination of the Credit Facility, the right of the Borrowers to obtain or maintain credit under the Credit Facility and all of the obligations of the Lenders to make credit available under the Credit Facility shall automatically terminate.

2.6 Accordion Feature

(a) The Borrowers may, by notice to the Administrative Agent (an "**Accordion Notice**"), ~~from~~at any time ~~to time~~following the date on which the Canadian Borrower has delivered a compliance certificate pursuant to Section 11.1(b)(iii) which such certificate evidences compliance with Section 11.1(g)(iii) (which, for certainty, can occur no earlier than the date that is 60 days following the Fiscal Quarter ending December 31, 2023), request that the amount of the Individual Commitments with respect to the Credit Facility be increased by an aggregate amount of up to \$250,000,000 (in the aggregate for all Accordion Notices and provided that any particular Accordion Notice shall be in a minimum amount of \$10,000,000), specifying the aggregate amount of such requested increase. For certainty, the aggregate increase of the Individual Commitments under the Credit Facility pursuant to Section 2.6 shall not exceed at any particular time \$250,000,000. The Administrative Agent shall promptly notify each Lender of the requested Credit Facility increase. Each Lender shall, at its sole option, be entitled to share in any increase in the Credit Facility in accordance with its respective Pro Rata Share. Within 20 Banking Days of the receipt by the Administrative Agent of an Accordion Notice requesting participation by the Lenders, each Lender shall advise the Administrative Agent as to whether or not it intends to participate in such increase of the Credit Facility. If such advice is not received from a Lender within such 20 Banking Day period, then such Lender will be deemed not to have agreed to participate in the increase.

(b) If all Lenders agree in writing to participate in the increase in the Credit Facility, the Individual Commitment of each Lender shall be increased in accordance with its Pro Rata Share. The Administrative Agent shall otherwise allocate the Credit Facility increase among the Lenders participating in such increase in its discretion, but in an amount not to exceed for each such Lender the commitment received from such Lender. If the Administrative Agent does not receive enough commitments from existing Lenders for the requested Credit Facility increase, the Borrowers may seek to find one or more banks or financial institutions which are not then Lenders to become party to the Loan Documents and to provide an Individual Commitment to the extent necessary to satisfy the Borrowers' requested Credit Facility increase, provided that any such banks or financial institutions shall be acceptable to the Agent, the LC Issuers and the Borrowers, acting reasonably. The Administrative Agent shall promptly notify the Borrowers and the Lenders of the increased Individual Commitments arising pursuant to Section 2.6. The Borrowers shall, contemporaneously with any such increase, designate in writing to the Administrative Agent how such increase shall be allocated between the Canadian Commitment Amount and the U.S. Commitment Amount.

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

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

(ii) each Accordion Lender and the Borrowers execute and deliver to the Administrative Agent an Accordion Agreement in form and substance satisfactory to the Administrative Agent; and

(iii) no Default or Event of Default has occurred and is continuing on the Credit Facility Increase Date.

The Administrative Agent shall notify the Lenders and the Borrowers on the Credit Facility Increase Date of the effectiveness of the Credit Facility increase. The Credit Facility increase shall be subject to the same terms, conditions, pricing, covenants and Guarantee requirements as the Credit Facility, and upon the funding thereof, shall form part of the Credit Facility in all respects.

(d) Upon delivery to the Administrative Agent of an Accordion Agreement executed by the Borrowers and an Accordion Lender, the Administrative Agent and the LC Issuers shall promptly execute and deliver such Accordion Agreement whereupon this agreement and each other Loan Document shall henceforth be read and construed as if such Accordion Lender were party to this agreement as a Lender having all of the rights and obligations of a Lender expressed herein with respect to the Individual Commitment that the Accordion Lender has agreed to accept and all references to any Lenders in any Loan Document shall (to the extent the context requires) be construed accordingly. Schedule A hereto shall be deemed to be amended to evidence the increased Individual Commitment of each Accordion Lender by the amount of such increase. Each Lender irrevocably appoints, authorizes and directs the Administrative Agent, as its attorney and agent, with full power of substitution and delegation, to complete and execute on its behalf each Accordion Agreement relating to each Accordion Lender. Each Lender agrees that it will be bound by the terms of each such Accordion Agreement so completed and executed by the Administrative Agent.

(e) On the Credit Facility Increase Date, each financial institution becoming a party to this agreement as an additional Lender and each existing Lender participating in such Credit Facility increase shall purchase from existing Lenders such portion of the Obligations (as determined by the Administrative Agent) as is necessary to ensure that the Obligations owed to the Lenders are in accordance with the respective Pro Rata Shares (as amended to give effect to changes in Individual Commitments arising from this Section 2.6); provided that any purchase of Obligations which are outstanding by way of Bankers' Acceptances or LIBOR

Loans shall occur only on the maturity dates or at the end of the Interest Period, respectively, applicable thereto.

2.7 Extension of Maturity Date

(a) At any time during a particular calendar year (but no more than one time in any such calendar year), the Borrowers may, provided that no Default or Event of Default has occurred and is then continuing, by written request to the Administrative Agent (the "**Extension Request**"), request that this agreement be amended to extend the then-current Maturity Date to any date no later than five (5) years from the date of the effectiveness of such extension (as provided below). A copy of the Extension Request shall be provided by the Administrative Agent to each of the Lenders in accordance with Section 14.18. Each Lender may, in its sole discretion, by written notice to the Administrative Agent (the "**Extension Response Notice**"), not later than 30 days after the Administrative Agent's receipt of the Extension Request (the "**Extension Response Period**"), approve or decline the Extension Request. If any Lender does not provide an Extension Response Notice within the Extension Response Period, such Lender shall be deemed to have declined the Extension Request (each Lender that has declined or is deemed to have declined an Extension Request is hereinafter referred to as a "**Declining Lender**"). Within two (2) Banking Days following the end of the Extension Response Period, the Administrative Agent shall give written notice to the Borrowers and each Lender identifying the Approving Lenders and, if applicable, the Declining Lenders and their respective Individual Commitments under the Credit Facility. If the Majority Lenders approve the Extension Request, the Administrative Agent shall notify the Borrowers and the Lenders of such approval and confirm the new Maturity Date, which new Maturity Date shall become effective on the date specified by the Administrative Agent. If the Majority Lenders do not approve the Extension Request, the Administrative Agent shall notify the Borrowers and the Lenders and the Maturity Date shall not be extended during such calendar year. For the avoidance of doubt, the non-approval of an Extension Request in a given Extension Request Period does not prevent an Extension Request being made by the Borrowers under this Section 2.7 in any subsequent calendar year.

(b) If the Majority Lenders but less than all of the Lenders approve the Extension Request within the Extension Response Period (the "**Approving Lenders**"), then the Borrowers may, at their sole option, elect any one or a combination of the following with respect to each Declining Lender:

(i) in consultation with the Administrative Agent, have all or a portion of the outstanding credit extended by (and all or any portion of the Individual Commitments in respect of the Credit Facility of) such Declining Lender acquired by Approving Lenders or by other financial institutions approved by the Administrative Agent and Issuing Lender, acting reasonably (collectively, "**Substitute Lenders**") who wish, at their respective option, to acquire all or any portion of the Individual Commitments of such Declining Lender (all of such Individual Commitments being herein called the "**Available Amount**"). Each of such acquisitions shall be completed in accordance with the procedures set out in Section 15.6(c). The Available Amounts acquired by Substitute Lenders pursuant to this Section 2.7(b)(i) shall remain outstanding hereunder subject to the terms and conditions hereof and subject to the extended Maturity Date as extended pursuant the relevant Extension Request; and/or

(ii) provided that no Default or Event of Default has occurred and is continuing at the time of such prepayment, prepay all or a portion of the outstanding credit extended under the Credit Facility by such Declining Lender, with a corresponding cancellation of the Individual Commitment in respect of the Credit Facility of such Declining Lender in at least the amount of such prepayment (the amount of such cancellation to be identified by notice from the Borrowers to such Declining Lender and the Administrative Agent (each such notice, a "**Declining Lender Cancelation Notice**")) and a reduction in the Credit Facility corresponding to such cancelled Individual Commitment in respect of the Credit Facility, provided that, after giving effect to the cancellation of such Individual Commitment (and any other Individual Commitments in respect of the Credit Facility to be cancelled pursuant to this Section 2.7(b)(ii)), the sum of the remaining aggregate Individual Commitments in respect of the Credit Facility exceeds the aggregate amount of credit (including outstanding and unpresented Letters) then-outstanding under the Credit Facility; and/or

(iii) any Individual Commitments in respect of the Credit Facility of such Declining Lender that is not acquired by Substitute Lenders pursuant to Section 2.7(b)(i) above and/or reduced pursuant to Section 2.7(b)(ii) above as of the date specified by the Administrative Agent following the applicable Extension Request shall remain outstanding hereunder subject to the terms and conditions hereof but shall be subject to repayment by the Borrowers in full on the Pre-Extension Maturity Date applicable in respect of such Declining Lender; provided, however, that in the event that the Individual Commitments in respect of the Credit Facility of such Declining Lender are otherwise assigned at a later date pursuant to Section 15.6(c) the Maturity Date in respect of such Individual Commitments may, at the option of the assignee thereof, be extended to the then-applicable extended Maturity Date upon such assignment pursuant to Section 15.6(c).

(c) For the avoidance of doubt, each Extension Request shall be notified by the Administrative Agent to each Lender, including each Lender that, pursuant to any prior Extension Request, became a Declining Lender, and each such Declining Lender, by accepting any such subsequent Extension Request, shall thereby cease to be a Declining Lender.

2.8 Commitment Amounts

The Borrowers may, upon at least five Banking Days' written notice to the Administrative Agent (which notice may be given on a monthly basis but no more than once during any 30 consecutive day period) and subject to Section 8.4, change the amounts of the Canadian Commitment Amount and the U.S. Commitment Amount, provided that:

(a) the sum of the Commitment Amounts shall at any particular time equal the Credit Limit at such time;

(b) after giving effect to such reallocation, the aggregate amount of credit outstanding in favour of the Canadian Borrower under the Credit Facility shall not exceed the Canadian Commitment Amount at such time;

(c) after giving effect to such reallocation, the aggregate amount of credit outstanding in favour of the U.S. Borrower under the Credit Facility shall not exceed the U.S. Commitment Amount at such time; and

(d) all changes to the amounts of the Canadian Commitment Amount and the U.S. Commitment Amount shall be pro rata amongst the Lenders.

For certainty, (x) no reallocation of the Commitment Amounts may require the prepayment of any Bankers' Acceptances and (y) reallocations shall only apply to a reallocation of the unutilized credit available under the Credit Facility at such time.

ARTICLE 3
GENERAL PROVISIONS RELATING TO CREDITS

3.1 Types of Credit Availments

Subject to the terms and conditions hereof, the Canadian Borrower may obtain credit under the Credit Facility through the Branch of Account by way of one or more Bankers' Acceptances, Prime Rate Loans, Base Rate Canada Loans and LIBOR Loans and may obtain credit under the Credit Facility through the Branch of Account by way of one or more Letters and the U.S. Borrower may obtain credit under the Credit Facility through the Branch of Account by way of one or more Base Rate New York Loans and LIBOR Loans and may obtain credit under the Credit Facility through the Branch of Account by way of one or more Letters, provided, that the aggregate amount of outstanding credit by way of Letters issued in favour of the Borrowers at any time shall not at any time exceed $100,000,000 or the Canadian Dollar Equivalent thereof. Any extension of credit by way of:

(a) Prime Rate Loans (other than Swingline Loans) shall be in a minimum amount of Cdn.$2,500,000 and multiples of Cdn.$1,000,000 in excess thereof;

(b) Base Rate Canada Loans (other than Swingline Loans), Base Rate New York Loans and LIBOR Loans shall be in a minimum amount of Cdn.$2,500,000 or US$2,500,000, as applicable and multiples of $1,000,000 in excess thereof; and

(c) Bankers' Acceptances shall be in a minimum amount of Cdn.$2,500,000 and multiples of Cdn.$100,000 in excess thereof.

3.2 Funding of Loans

Each Lender shall make available to the Administrative Agent its Pro Rata Share of the principal amount of each Loan under the Credit Facility prior to 11:00 a.m. (Toronto time) on the date of the extension of credit. The Administrative Agent shall, upon fulfilment by the Borrowers of the terms and conditions set forth in Article 12 and as irrevocably authorized and directed in the Drawdown Notice, make such funds available to the Borrowers on the date of the extension of credit. Unless the Administrative Agent has been notified by a Lender at least one Banking Day prior to the date of the extension of credit that such Lender will not make available to the Administrative Agent its Pro Rata Share of such Loan, the Administrative Agent may assume that such Lender has made such portion of the Loan available to the Administrative Agent on the date of the extension of credit in accordance with the provisions hereof and the Administrative Agent may, in reliance upon such assumption, make available to the requesting Borrower on such date a corresponding amount. If the Administrative Agent has made such assumption, to the extent such Lender shall not have so made its Pro Rata Share of the Loan available to the Administrative Agent, such Lender agrees to pay to the Administrative Agent, forthwith on demand, such Lender's Pro Rata Share of the Loan and all reasonable costs and expenses incurred by the Administrative Agent in connection therewith together with interest thereon at the then prevailing interbank rate for each day from the date such amount is made available to the relevant Borrower until the date such amount is paid or repaid to the Administrative Agent; provided, however, that notwithstanding such obligation, if such Lender fails so to pay, the relevant Borrower shall, without prejudice to any rights that such Borrower might have against such Lender, repay such amount to the Administrative Agent forthwith after demand therefor by the Administrative Agent. The amount payable by each Lender to the Administrative Agent pursuant hereto shall be set forth in a certificate delivered by the Administrative Agent to such Lender and the relevant Borrower (which certificate shall contain reasonable details of how the amount payable is calculated) and shall constitute *prima facie* evidence of such amount payable. If such Lender makes the payment to the Administrative Agent required herein, the amount so paid shall constitute such Lender's Pro Rata Share of the Loan for purposes of this agreement and shall entitle the Lender to all rights and remedies against the relevant Borrower in respect of such Loan.

3.3 Funding of Bankers' Acceptances

(a) If the Administrative Agent receives from the Canadian Borrower a Drawdown Notice, Rollover Notice or Conversion Notice requesting a drawdown of, a rollover of or a conversion into Bankers' Acceptances under the Credit Facility, the Administrative Agent shall notify each of the Lenders which has made an Individual Commitment under the Credit Facility prior to 11:00 a.m. (Toronto time) on the Banking Day prior to the date of such extension of credit of such request and of each Lender's Pro Rata Share of such extension of credit except that, if the face amount of a Bankers' Acceptance which would otherwise be accepted by a Lender would not be Cdn.$1,000 or a whole multiple thereof, the face amount shall be increased or reduced by the Administrative Agent in its sole discretion to Cdn.$1,000 or the nearest whole multiple of that amount, as appropriate; provided that after such issuance, no Lender shall have aggregate outstanding credit in excess of its Individual Commitment. The Administrative Agent shall also at such time notify the Canadian Borrower of each Lender's Pro Rata Share of such extension of credit. Each Lender shall, not later than 11:00 a.m. (Toronto time) on the date of each extension of credit by way of Bankers' Acceptance, accept drafts of the Canadian Borrower which are presented to it for acceptance and which have an aggregate face amount equal to such Lender's Pro Rata Share of the total extension of credit being made available by way of Bankers' Acceptances on such date, as advised by the Administrative Agent. Each Lender shall purchase the Bankers' Acceptances which it has accepted for a purchase price equal to the BA Discounted Proceeds therefor. Each Lender may at any time and from time to time hold, sell, rediscount or otherwise dispose of any and all Bankers' Acceptances accepted and purchased by it.

(b) The Canadian Borrower shall provide for payment to the accepting Lenders of the face amount of each Bankers' Acceptance at its maturity, either by payment of such amount or through an extension of credit hereunder or through a combination of both. The Canadian Borrower hereby waives presentment for payment of Bankers' Acceptances by the Lenders and any defence to payment of amounts due to a Lender in respect of a Bankers' Acceptance which might exist by reason of such Bankers' Acceptance being held at maturity by the Lender which accepted it and agrees not to claim from such Lenders any days of grace for the payment at maturity of Bankers' Acceptances.

(c) In the case of a drawdown by way of Bankers' Acceptance, each Lender shall, forthwith after the acceptance of drafts of the Canadian Borrower as aforesaid, make available to the Administrative Agent the BA Net Proceeds with respect to the Bankers' Acceptances accepted by it. The Administrative Agent shall, upon fulfilment by the Borrowers of the terms and conditions set forth in Article 12, make such BA Net Proceeds available to the Canadian Borrower on the date of such extension of credit by crediting the relevant Designated Account.

(d) In the case of a rollover of or conversion into Bankers' Acceptances, each Lender shall retain the Bankers' Acceptance accepted by it and shall not be required to make any funds available to the Administrative Agent for deposit to the relevant Designated Account; however, forthwith after the acceptance of drafts of the Canadian Borrower as aforesaid, the Canadian Borrower shall pay to the Administrative Agent on behalf of such Lenders an amount equal to the aggregate amount of the acceptance fees in respect of such Bankers' Acceptances calculated in accordance with Section 7.4 plus the amount by which the aggregate face amount of such Bankers' Acceptances exceeds the aggregate BA Discounted Proceeds with respect thereto.

(e) Any Bankers' Acceptance may, at the option of the Canadian Borrower, be executed in advance by or on behalf of the Canadian Borrower (as otherwise provided herein), by mechanically reproduced or facsimile signatures of any two officers of the Canadian Borrower who are properly so designated and authorized by the Canadian Borrower from time to time. Any Bankers' Acceptance so executed and delivered by the Canadian Borrower to the Lenders shall be valid and shall bind the Canadian Borrower and may be dealt with by the Lenders to all intents and purposes as if the Bankers' Acceptance had been signed in the executing officers' own handwriting.

(f) The Canadian Borrower shall notify the Lenders as to those officers whose signatures may be reproduced and used to execute Bankers' Acceptances in the manner provided in Section 3.3(e). Bankers' Acceptances with the mechanically reproduced or facsimile signatures of designated officers may be used by the Lenders and shall continue to be valid, notwithstanding the death, termination of employment or termination of authorization of either or both of such officers or any other circumstance until such time as the Canadian Borrower shall otherwise notify the Lenders.

(g) The Canadian Borrower hereby indemnifies and agrees to hold harmless the Lenders against and from all losses, damages, expenses and other liabilities caused by or attributable to the use of the mechanically reproduced or facsimile signature instead of the original signature of an authorized officer of the Canadian Borrower on a Banker's Acceptance prepared, executed, issued and accepted pursuant to this agreement, except to the extent determined by a court of competent jurisdiction, in a final non-appealable judgement, to be due to the negligence or wilful misconduct of the Lenders.

(h) Each of the Lenders agrees that, in respect of the safekeeping of executed depository bills of the Canadian Borrower which are delivered to it for acceptance hereunder, it shall exercise the same degree of care which it gives to its own property, provided that it shall not be deemed to be an insurer thereof.

(i) All Bankers' Acceptances shall be issued in the form of depository bills made payable originally to and deposited with a "clearing house" (as defined in the *Depository Bills and Note Act* (Canada)) as directed by the Administrative Agent pursuant to the *Depository Bills and Notes Act* (Canada).

(j) In order to facilitate the issuance of Bankers' Acceptances pursuant to this agreement, the Canadian Borrower hereby authorizes each Lender, and appoints each Lender as the Canadian Borrower's attorney, to complete, sign and endorse drafts or depository bills (each such executed draft or bill being herein referred to as a "**BA Draft**") on its behalf in handwritten form or by facsimile or mechanical signature or otherwise in accordance with the applicable Drawdown Notice, Rollover Notice or Conversion Notice and, once so completed, signed and endorsed to accept them as Bankers' Acceptances under this agreement and then if applicable, purchase, discount or negotiate such Bankers' Acceptances in accordance with the provisions of this agreement. BA Drafts so completed, signed, endorsed and negotiated on behalf of the Canadian Borrower by the Lender shall bind the Canadian Borrower as fully and effectively as if so performed by an authorized officer of the Canadian Borrower. Each draft of a Bankers' Acceptance completed, signed or endorsed by a Lender shall mature on the last day of the term thereof.

3.4 BA Rate Loans

If, in the sole judgement of a Lender, such Lender is unable to extend credit by way of Bankers' Acceptances in accordance with this agreement, such Lender shall give an irrevocable notice to such effect to the Administrative Agent and the Canadian Borrower prior to 10:00 a.m. (Toronto time) on the date of the requested credit extension and shall make available to the Canadian Borrower prior to 11:00 a.m. (Toronto time) on the date of such requested credit extension a Canadian dollar loan (a "**BA Rate Loan**") in the principal amount equal to such Lender's Pro Rata Share of the total credit to be extended by way of Bankers' Acceptances, such BA Rate Loan to be funded in the same manner as a Loan is funded pursuant to Sections 3.2 and 3.3. Notwithstanding the foregoing, it is hereby acknowledged and agreed that each of Wells Fargo Bank, N.A., Canadian Branch and Export Development Canada, as a Lender, is unable to extend credit by way of Bankers' Acceptances and shall not be required to deliver the aforementioned irrevocable notices but otherwise all provisions of this Section 3.4 shall apply to each of Wells Fargo Bank, N.A., Canadian Branch and Export Development Canada each time that the Canadian Borrower requests credit by way of Bankers' Acceptances. Such BA Rate Loan shall have the same term as the Bankers' Acceptances for which it is a substitute and shall bear such rate of interest per annum throughout the term thereof as shall permit such Lender to obtain the same effective rate as if such Lender had accepted and purchased a Bankers' Acceptance at the same acceptance fee and pricing at a Canadian bank referred to in Schedule I to the *Bank Act* (Canada) would have accepted and purchased such Bankers' Acceptance at approximately 11:00 a.m. (Toronto time) on the date such BA Rate Loan is made, on the basis that, and the Canadian Borrower hereby agrees that, for such a BA Rate Loan, interest shall be payable in advance on the date of the extension of credit by the Lender deducting the interest payable in respect thereof from the principal amount of such BA Rate Loan.

3.5 Timing of Credit Availments

No Bankers' Acceptance, LIBOR Loan or BA Rate Loan under the Credit Facility may have a maturity date later than the Maturity Date.

3.6 Inability to Fund U.S. Dollar Advances in Canada

If a Lender determines in good faith, which determination shall be final, conclusive and binding on the Canadian Borrower, and the Administrative Agent notifies the Canadian Borrower that (a) by reason of circumstances affecting financial markets inside or outside Canada, deposits of United States dollars are unavailable to such Lender in Canada, (b) adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided in the definition of LIBOR or Base Rate Canada, as the case may be, (c) the making or continuation of United States dollar advances in Canada has been made impracticable by the occurrence of a contingency (other than a mere increase in rates payable by such Lender to fund the advance) which materially and adversely affects the funding of the advances at any interest rate computed on the basis of LIBOR or Base Rate Canada, as the case may be, or by reason of a change since the date hereof in any Applicable Law or government regulation, guideline or order (whether or not having the force of law but, if not having the force of law, one with which a responsible Canadian chartered bank would comply) or in the interpretation thereof by any Official Body affecting such Lender or any relevant financial market, which results in LIBOR or Base Rate Canada, as the case may be, no longer representing the effective cost to such Lender of deposits in such market for a relevant Interest Period, or (d) any change to present law or any future law, regulation, order, treaty or official directive (whether or not having the force of law but, if not having the force of law, one with which a responsible Canadian chartered bank would comply) or any change therein or any interpretation or application thereof by any Official Body has made it unlawful for such Lender to make or maintain or give effect to its obligations in respect of United States dollar advances in Canada as contemplated herein, then

(a) the right of the Canadian Borrower to obtain any credit in United States dollars by way of Base Rate Canada Loans or LIBOR Loans, as applicable, shall be suspended until such Lender determines, acting reasonably, that the circumstances causing such suspension no longer exist and such Lender so notifies the Canadian Borrower;

(b) if any credit in United States dollars by way of Base Rate Canada Loans or LIBOR Loans, as applicable, is not yet outstanding, any applicable Drawdown Notice shall be cancelled and the advance requested therein shall not be made;

(c) if any LIBOR Loan is already outstanding at any time when the right of the Canadian Borrower to obtain credit by way of a LIBOR Loan is suspended, it shall, subject to the Canadian Borrower having the right to obtain credit by way of a Base Rate Canada Loan at such time, be converted to a Base Rate Canada Loan on the last day of the Interest Period applicable thereto (or on such earlier date as may be required to comply with any Applicable Law) or, if the Canadian Borrower does not have the right to obtain credit by way of a Base Rate Canada Loan at such time, such LIBOR Loan shall be converted to a Prime Rate Loan on the last day of the Interest Period applicable thereto (or on such earlier date as may be required to comply with any Applicable Law) in the principal amount equal to the Canadian Dollar Equivalent of the principal amount of such LIBOR Loan; and

(d) if any Base Rate Canada Loan is already outstanding at any time when the right of the Canadian Borrower to obtain credit by way of a Base Rate Canada Loan is suspended, it shall, subject to the Canadian Borrower having the right to obtain credit by way of a LIBOR Loan at such time, be immediately converted to a LIBOR Loan in the principal amount equal to the principal amount of the Base Rate Canada Loan and having an Interest Period of seven days (at the Administrative Agent's then applicable rate), or if not available, having an Interest Period of one month or, if the Canadian Borrower does not have the right to obtain credit by way of a LIBOR Loan at such time, it shall be immediately converted to a Prime Rate Loan in the principal amount equal to the Canadian Dollar Equivalent of the principal amount of the Base Rate Canada Loan.

In the event that any of the events listed above results in a limitation of the amount of loans made by such Lender which can bear interest at LIBOR or the Base Rate Canada, as the case may be, or the amount of United States dollar advances which such Lender can make in Canada, such Lender agrees to use good faith to allocate, in reasonable fashion, the available amounts amongst its borrowers as is reasonably practicable.

3.7 Inability to Fund LIBOR Loans in the U.S.

If a Lender determines in good faith, which determination shall be final, conclusive and binding on the U.S. Borrower, and the Administrative Agent notifies the U.S. Borrower that (a) by reason of circumstances affecting financial markets inside or outside the U.S., deposits of United States dollars are unavailable to such Lender in the London interbank market or elsewhere in sufficient amounts, (b) adequate and fair means do not exist for ascertaining the applicable interest rate on the basis provided in the definition of LIBOR, (c) the making or continuation of a LIBOR Loan in the U.S. has been made impracticable by the occurrence of a contingency (other than a mere increase in rates payable by such Lender to fund the advance) which materially and adversely affects the funding of the advances at any interest rate computed on the basis of LIBOR, or by reason of a change since the date hereof in any Applicable Law or government regulation, guideline or order (whether or not having the force of law but, if not having the force of law, one with which a responsible bank would comply) or in the interpretation thereof by any Official Body affecting such Lender or any relevant financial market, which results in LIBOR no longer representing the effective cost to such Lender of deposits in such market for a relevant Interest Period, or (d) any change to present law or any future law, regulation, order, treaty or official directive (whether or not having the force of law but, if not having the force of law, one with which a responsible bank would comply) or any change therein or any interpretation or application thereof by any Official Body has made it unlawful for such Lender to make or maintain or give effect to its obligations in respect of LIBOR Loans in the U.S. as contemplated herein, then

(a) the right of the U.S. Borrower to obtain any credit in United States dollars by way of LIBOR Loans shall be suspended until such Lender determines, acting reasonably, that the circumstances causing such suspension no longer exist and such Lender so notifies the U.S. Borrower;

(b) if any credit in United States dollars by way of LIBOR Loans is not yet outstanding, any applicable Drawdown Notice shall be cancelled and the advance requested therein shall not be made; and

(c) if any LIBOR Loan is already outstanding at any time when the right of the U.S. Borrower to obtain credit by way of a LIBOR Loan is suspended, it shall be converted to a Base Rate New York Loan on the last day of the Interest Period applicable thereto (or on such earlier date as may be required to comply with any Applicable Law) in the principal amount equal to the principal amount of such LIBOR Loan.

In the event that any of the events listed above results in a limitation of the amount of loans made by such Lender which can bear interest at LIBOR or the amount of United States dollar advances which such Lender can make in the U.S., such Lender agrees to use good faith to allocate, in reasonable fashion, the available amounts amongst its borrowers as is reasonably practicable.

3.8 Time and Place of Payments

Unless otherwise expressly provided herein, the Borrowers shall make all payments pursuant to this agreement, any other Loan Document or any other document, instrument or agreement delivered pursuant hereto or thereto by deposit to the applicable Designated Account before 12:00 noon (Toronto time) on the day specified for payment and the Administrative Agent shall be entitled to withdraw the amount of any payment due to the Lenders from such account on the day specified for payment. Any such payment received on the day specified for such payment but after 12:00 noon (Toronto time) thereon shall be deemed to have been received prior to 12:00 noon (Toronto time) on the Banking Day immediately following such day specified for payment.

3.9 Remittance of Payments

Forthwith after the withdrawal from the applicable Designated Account of any payment of principal, interest, fees or other amounts for the benefit of the Lenders pursuant to Section 3.8, the Administrative Agent shall, subject to Section 8.3 and 14.19, remit to each Lender, in immediately available funds, such Lender's Pro Rata Share of such payment (except to the extent such payment results from a Loan with respect to which a Defaulting Lender had failed, pursuant to Section 3.2, to make available to the Administrative Agent its Pro Rata Share and, where any other Lender has made funds available in the place and stead of such Defaulting Lender); provided that if the Administrative Agent, on the assumption that it will receive, on any particular date, a payment of principal (including, without limitation, a prepayment), interest, fees or other amount under the Credit Facility, remits to each Lender its Pro Rata Share of such payment and the relevant Borrower fails to make such payment, each Lender agrees to repay to the Administrative Agent, forthwith on demand, to the extent that such amount is not recovered from the relevant Borrower on demand and after reasonable efforts by the Administrative Agent to collect such amount (without in any way obligating the Administrative Agent to take any legal action with respect to such collection), such Lender's Pro Rata Share of the payment made to it pursuant hereto together with interest thereon at the then prevailing interbank rate for each day from the date such amount is remitted to the Lenders until the date such amount is paid or repaid to the Administrative Agent, the exact amount of the repayment required to be made by the Lenders pursuant hereto to be as set forth in a certificate delivered by the Administrative Agent to each Lender, which certificate shall constitute prima facie evidence of such amount of repayment.

3.10 Evidence of Indebtedness

(a) The Administrative Agent shall open and maintain accounts wherein the Administrative Agent shall record the amount and type of credit outstanding, each advance and each payment of principal and interest on account of each Loan, each Bankers' Acceptance accepted and cancelled and all other amounts becoming due to and being paid to the Lenders or the Administrative Agent under the Credit Facility. The Administrative Agent's accounts constitute, in the absence of manifest error, *prima facie* evidence of the indebtedness of the Borrowers to the Lenders and the Administrative Agent hereunder.

(b) The Swingline Lender shall open and maintain accounts wherein it shall record the amount of each Swingline Loan, each payment of principal and interest on account of each Swingline Loan and all other amounts becoming due to and being paid to the Swingline Lender. The Swingline Lender's accounts constitute, in the absence of manifest error, *prima facie* evidence of the indebtedness of the Canadian Borrower to the Swingline Lender.

(c) The LC Issuer shall open and maintain accounts wherein it shall record the amount and currency of each Letter issued and drawn upon and all other amounts becoming due to and being paid to the LC Issuer. The LC Issuer's accounts constitute, in the absence of manifest error, *prima facie* evidence of the indebtedness of the Borrowers to the LC Issuer.

3.11 Notice Periods

Each Drawdown Notice, Rollover Notice and Conversion Notice shall be given to the Administrative Agent:

(a) prior to 11:00 a.m. (Toronto time) on the third Banking Day prior to the date of any drawdown of, rollover of or conversion into a LIBOR Loan or any drawdown by way of issuance of a Letter (provided, for certainty, that all customary documentation relating to such Letter has been completed);

(b) prior to 11:00 a.m. (Toronto time) on the second Banking Day prior to the date of a drawdown of, rollover of or conversion into a Banker's Acceptance;

(c) prior to 11:00 a.m. (Toronto time) on the (i) date of a drawdown of, rollover of or conversion into a Prime Rate Loan, Base Rate Canada Loan or Base Rate New York Loan in respect of amounts less than $100,000,000 or Cdn.$100,000,000, as applicable, and otherwise, (ii) the first Banking Day prior to the date of a drawdown of, rollover of or conversion into a Prime Rate Loan, Base Rate Canada Loan or Base Rate New York Loan.

3.12 Swingline Loans

(a) Subject to the following provisions of this Section, overdrafts arising from clearance of cheques or drafts drawn on the Canadian or United States dollar accounts, as the case may be, of the Canadian Borrower maintained with the Swingline Lender, and designated by the Swingline Lender for such purpose, shall be deemed to be outstanding as an extension of credit to the Canadian Borrower from the Swingline Lender under the Credit Facility (each, a "**Swingline Loan**") as Prime Rate Loans or Base Rate Canada Loans, as the case may be. For certainty, notwithstanding Section 4.1, no Drawdown Notice need be delivered by the Canadian Borrower in respect of Swingline Loans.

(b) Except as otherwise specifically provided herein, all references to Prime Rate Loans and Base Rate Canada Loans, as applicable, shall include Swingline Loans.

(c) Swingline Loans shall be made by the Swingline Lender alone, without assignment to or participation by the other Lenders.

(d) The maximum aggregate principal amount of all Swingline Loans from time to time shall be nil.

(e) If the Canadian Borrower shall request a drawdown under the Credit Facility other than under this Section (a "**Syndicated Drawdown**") and the Swingline Lender's Pro Rata Share of such Syndicated Drawdown would cause the Swingline Lender's Pro Rata Shares of all credit outstanding under the Credit Facility together with the Swingline Loans then outstanding to exceed the Swingline Lender's Individual Commitment with respect to the Credit Facility, then the Canadian Borrower shall be deemed to have given a repayment notice notifying the Swingline Lender of a repayment of the Swingline Loans to the extent of such excess (without any bonus or penalty being payable in respect thereof) and the Canadian Borrower shall make such repayment on the requested date of such Syndicated Drawdown.

(f) Notwithstanding anything to the contrary herein contained, or the contrary provisions of Applicable Law, (i) if an Event of Default occurs and is continuing or (ii) if the Swingline Lender so requires, and the aggregate principal amount of all Swingline Loans is the lesser of (x) $10,000,000 (or the Canadian Dollar Equivalent) and (y) the Swingline Lender's Individual Commitment with respect to the Credit Facility, then effective on the day of notice to that effect to the Lenders from the Swingline Lender, the Canadian Borrower shall be deemed to have requested, and hereby requests an extension of credit by way of drawdown of an amount of Loans under the Credit Facility (the "**Syndicated Loans**"), in Canadian or United States dollars, as the case may be, sufficient to repay the Swingline Loans, and on the day of receipt of such notice, each of the other Lenders shall disburse to the Swingline Lender its respective Pro Rata Share of such amounts and such amounts shall thereupon be deemed to have been advanced by the Lenders to the Canadian Borrower and to constitute Syndicated Loans by way of Prime Rate Loans or Base Rate Canada Loans, as the case may be. Such Syndicated Loans shall be deemed to be comprised of principal in the same proportions as the corresponding Swingline Loans. If a Lender does not disburse to the Swingline Lender its respective Pro Rata Share of any amount under this Section then, for the purpose only of any distributions or payments to the Lenders (and not, for greater certainty, for purposes of any obligations of the Lenders, including those under Section 14.10) including any distribution or payment with respect to the Canadian Borrower in the event of any enforcement or realization proceedings or any bankruptcy, winding-up, liquidation, arrangement, compromise or composition, the Individual Commitment of such Lender shall be deemed to be nil and the Individual Commitment of the Swingline Lender shall be increased by the Individual Commitment of such Lender until the amounts owed by the Canadian Borrower are outstanding to each Lender in accordance with its Pro Rata Share determined without regard to this sentence. If any amount disbursed by a Lender to the Swingline Lender under this Section and deemed to have been advanced to the Canadian Borrower must be repaid by the Swingline Lender or by the relevant Lender to the Canadian Borrower then no reduction of the Swingline Loans as contemplated above shall be deemed to have occurred, but the Lenders shall purchase participations in the Swingline Loans (without recourse to the Swingline Lender) for an amount or otherwise effect transactions to achieve the financial results contemplated by this Section.

(g) For certainty, it is hereby acknowledged and agreed that the Lenders shall be obligated to advance their Pro Rata Share of an extension of credit by way of drawdown contemplated by Section 3.12(f) and to disburse to the Swingline Lender their Pro Rata Shares of the Syndicated Loan referenced therein irrespective of:

(i) whether a Default or Event of Default is then continuing or whether any other condition in Section 12.1 is met; and

(ii) whether or not the Canadian Borrower has, in fact, actually requested such extension of credit by way of drawdown (by delivery of a Drawdown Notice or otherwise).

(h) notwithstanding anything to the contrary in this agreement, the parties hereto acknowledge and agree that Swingline Loans shall not be available hereunder and the Credit Agreement shall, from August 2, 2019, be read and construed accordingly.

3.13 General Provisions Relating to All Letters

(a) The Borrowers shall indemnify and save harmless the Lenders, the LC Issuer and the Administrative Agent against all claims, losses, costs, expenses or damages to the Lenders, the LC Issuer and the Administrative Agent arising out of or in connection with any Letter, the issuance thereof, any payment thereunder or any action taken by the Lenders, the LC Issuer or the Administrative Agent or any other person in connection therewith, including, without limitation, all costs relating to any legal process or proceeding instituted by any party restraining or seeking to restrain the LC Issuer from accepting or paying any Draft or any amount under any such Letter except to the extent determined by a court of competent jurisdiction, in a final non-appealable judgement, to be due to the gross negligence or wilful misconduct of the Lenders, the LC Issuer or the Administrative Agent, as the case may be.

(b) The Borrowers hereby acknowledge and confirm to the LC Issuer that the LC Issuer shall not be obliged to make any inquiry or investigation as to the right of any beneficiary to make any claim or Draft or request any payment under a Letter and payment by the LC Issuer pursuant to a Letter shall not be withheld by the LC Issuer by reason of any matters in dispute between the beneficiary thereof and the relevant Borrower. The sole obligation of the LC Issuer with respect to Letters is to cause to be paid a Draft drawn or purporting to be drawn in accordance with the terms of the applicable Letter and for such purpose the LC Issuer is only obliged to determine that the Draft purports to comply with the terms and conditions of the relevant Letter.

(c) The LC Issuer shall not have any responsibility or liability for or any duty to inquire into the form, sufficiency (other than to the extent provided in the preceding paragraph), authorization, execution, signature, endorsement, correctness (other than to the extent provided in the preceding paragraph), genuineness or legal effect of any Draft, certificate or other document presented to it pursuant to a Letter and the relevant Borrower unconditionally assumes all risks with respect to the same. The relevant Borrower agrees that it assumes all risks of the acts or omissions of the beneficiary of any Letter with respect to the use by such beneficiary of the relevant Letter.

(d) The obligations of the Borrowers hereunder with respect to Letters shall be absolute, unconditional and irrevocable and shall not be reduced by any event or occurrence including, without limitation:

(i) any lack of validity or enforceability of this agreement or any such Letter;

(ii) any amendment or waiver of or any consent to departure from this agreement made or given in accordance with the provisions of this agreement;

(iii) the existence of any claim, set-off, defense or other rights which the relevant Borrower may have at any time against any beneficiary or any transferee of any such Letter (or any Person for whom any such beneficiary or any such transferee may be acting), the LC Issuer, the Lenders, the Administrative Agent or any other Person;

(iv) any Draft, statement or other document presented under any such Letter proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;

(v) payment by the LC Issuer under such Letter against presentation of a sight draft or certificate which does not comply with the terms of such Letter except to the extent determined by a court of competent jurisdiction, in a final non-appealable judgement, to be due to the gross negligence or wilful misconduct of the LC Issuer;

(vi) any non-application or misapplication by the beneficiary of such Letter of the proceeds of any drawing under such Letter;

(vii) the surrender or impairment of any Security;

(viii) any reduction or withdrawal of the LC Issuer’s credit rating by any rating agency; or

(ix) any other circumstance, happening or omission, whether or not similar to any of the foregoing, except to the extent determined by a court of competent jurisdiction, in a final non-appealable judgement, to be due to the gross negligence or wilful misconduct of the LC Issuer.

The obligations of the Borrowers hereunder with respect to Letters shall remain in full force and effect and shall apply to any amendment to or extension of the expiration date of any such Letter.

(e) Any action, inaction or omission taken or suffered by the LC Issuer or any of the LC Issuer's correspondents under or in connection with a Letter or any Draft made thereunder, if in good faith and in conformity with foreign or domestic laws, regulations or customs applicable thereto, shall be binding upon the relevant Borrower and shall not place the LC Issuer or any of its correspondents under any resulting liability to such Borrower. Without limiting the generality of the foregoing, the LC Issuer and its correspondents may receive, accept or pay as complying with the terms of a Letter, any Draft thereunder, otherwise in order which may be signed by, or issued to, the administrator or any executor of, or the trustee in bankruptcy of, or the receiver for any property of, or other person or entity acting as the representative or in the place of, such beneficiary or its successors and assigns. Each Borrower covenants that it will not take any steps, issue any instructions to the LC Issuer or any of its correspondents or institute any proceedings intended to derogate from the right or ability of the LC Issuer or its correspondents to honour and pay any Draft or Drafts.

(f) The Borrowers agree that the Lenders, the LC Issuer and the Administrative Agent shall have no liability to them for any reason in respect of or in connection with any Letter, the issuance thereof, any payment thereunder, or any other action taken by the Lenders, the LC Issuer or the Administrative Agent or any other person in connection therewith, other than on account of the LC Issuer's gross negligence or wilful misconduct and other than to the extent not in compliance with (b) above.

(g) The Uniform Customs and Practice for Documentary Credits as most recently published by the International Chamber of Commerce shall in all respects (save to the extent expressly provided otherwise in this Section 3.13 apply to each Letter and shall be deemed for such purpose to be a part hereof as if fully incorporated herein.

3.14 Administrative Agent's Discretion to Allocate

Notwithstanding any other provision hereof with respect to the funding of Loans and Bankers' Acceptances and reimbursing with respect to Letters in accordance with each relevant Lender's Pro Rata Share, the Administrative Agent shall be entitled to reallocate the funding or reimbursement obligations among the relevant Lenders in order to ensure, to the greatest extent practicable, that after such funding the aggregate amount of credit extended hereunder by each Lender coincides with such Lender's Pro Rata Share of the aggregate amount of credit extended under the Credit Facility by all of the relevant Lenders, provided that no such allocation shall result in the aggregate amount of credit extended hereunder by any Lender exceeding such Lender's Individual Commitment under the Credit Facility.

3.15 Lender Affiliates/Branches

Each of the Administrative Agent, the L/C Issuer and each Lender at its option may make any extension of credit or otherwise perform its obligations hereunder through any Lending Office; provided that any exercise of such option shall not affect the obligation of any Borrower to repay any extension of credit in accordance with the terms of this agreement, or result in any increased cost to the Borrowers pursuant to Section 8.6 hereof. If any such designation results in any affiliate or branch of a Lender providing such extensions of credit, any such affiliate or branch (a "**Designated Lender**") shall be considered a Lender; provided that in the case of an affiliate or branch of a Lender, such provisions that would be applicable with respect to extensions of credit actually provided by such affiliate or branch of such Lender shall apply to such affiliate or branch of such Lender to the same extent as such Lender.

3.16 Existing Letters

Schedule I lists the Letters (as defined in the Existing Credit Agreement) outstanding under the Existing Credit Agreement immediately prior to the Closing Date (the "**Existing Letters**"). Upon the occurrence of the Closing Date, (x) the Existing Letters shall be deemed to be Letters outstanding hereunder and, for certainty, shall be governed by and subject to the provisions of this agreement applicable to Letters and (y) any Existing Letters for which either New Flyer of America Inc. or New Flyer Industries Canada ULC are the applicant shall be deemed to be Letters outstanding hereunder on the credit of the U.S. Borrower or the Canadian Borrower, respectively, and the relevant Borrower hereby agrees to immediately reimburse the relevant LC Issuer the amount of each such Existing Letter and any demand or other request for payment presented to and paid by such LC Issuer in accordance with such Existing Letter.

3.17 Benchmark Replacement Setting

Notwithstanding anything to the contrary herein or in any other Loan Document:

(a) **Replacing LIBOR**. On March 5, 2021 the Financial Conduct Authority ("**FCA**"), the regulatory supervisor of LIBOR's administrator ("**IBA**"), announced in a public statement the future cessation or loss of representativeness of overnight/Spot Next, 1-month, 3-month, 6-month and 12- month LIBOR tenor settings. On the earlier of (i) the date that all Available Tenors of LIBOR have either permanently or indefinitely ceased to be provided by IBA or have been announced by the FCA pursuant to public statement or publication of information to be no longer representative and (ii) the Early Opt-in Effective Date, if the then-current Benchmark is LIBOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of any other party to this Agreement or any other Loan Document. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a monthly basis.

(b) **Replacing Future Benchmarks**. Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. on the fifth (5th) Banking Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Majority Lenders. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such

Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrowers may revoke any request for a borrowing of, conversion to or continuation of Advances to be made, converted or continued that would bear interest by reference to such Benchmark until the Borrowers' receipt of notice from the Administrative Agent that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Borrowers will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Advances. During the period referenced in the foregoing sentence, the component of Base Rate based upon the Benchmark will not be used in any determination of Base Rate.

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

(d) **Notices; Standards for Decisions and Determinations**. The Administrative Agent will promptly notify the Borrowers and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party hereto, except, in each case, as expressly required pursuant to this Section.

(e) **Unavailability of Tenor of Benchmark**. At any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or LIBOR), then the Administrative Agent may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (ii) the Administrative Agent may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.

(f) **Administrative Agent Disclaimer**. The Administrative Agent does not warrant or accept responsibility for, and shall not have any liability with respect to (a) the administration of, submission of, calculation of or any other matter related to any Benchmark, any component definition thereof or rates referenced in the definition thereof or any alternative, comparable or successor rate thereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, comparable or successor rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, such Benchmark or any other Benchmark, or (b) the effect, implementation or composition of any Benchmark Replacement Conforming Changes.

(g) **Definitions.** As used in this Section 3.17:

"**Available Tenor**" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

"**Benchmark**" means, initially, LIBOR; provided that if a replacement of the Benchmark has occurred pursuant to this Section titled "Benchmark Replacement Setting", then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to "Benchmark" shall include, as applicable, the published component used in the calculation thereof.

"**Benchmark Replacement**" means, for any Available Tenor:

(1) ~~(1)~~ For purposes of clause (a) of this Section, the first alternative set forth below that can be determined by the Administrative Agent:

(a) ~~(a)~~ the sum of: (i) Term SOFR and (ii) 0.11448% (11.448 basis points) for an Available Tenor of one-month's duration, 0.26161% (26.161 basis points) for an Available Tenor of three-months' duration, and 0.42826% (42.826 basis points) for an Available Tenor of six-months' duration, or

(b) ~~(b)~~ the sum of: (i) Daily Simple SOFR and (ii) the spread adjustment selected or recommended by the Relevant Governmental Body for the replacement of the tenor of LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in clause (a) of this Section; and

(2) For purposes of clause (b) of this Section, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Administrative Agent and the Borrowers as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated credit facilities at such time;

provided that, if the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than zero, the Benchmark Replacement will be deemed to be zero for the purposes of this Agreement and the other Loan Documents.

"**Benchmark Replacement Conforming Changes**" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Base Rate Canada", the definition of "Base Rate New York", the definition of "Banking Day," the definition of "Interest Period," timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Administrative Agent decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Administrative Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Loan Documents).

"**Benchmark Transition Event**" means, with respect to any then-current Benchmark other than LIBOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

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

"**Early Opt-in Effective Date**" means, with respect to any Early Opt-in Election, the sixth (6th) Banking Day after the date notice of such Early Opt-in Election is provided to the Lenders, so long as the Administrative Agent has not received, by 5:00 p.m. (Toronto time) on the fifth (5th) Banking Day after the date notice of such Early Opt-in Election is provided to the Lenders, written notice of objection to such Early Opt-in Election from Lenders comprising the Majority Lenders.

"**Early Opt-in Election**" means the occurrence of:

(1) ~~(1)~~ a notification by the Administrative Agent to (or the request by the Borrowers to the Administrative Agent to notify) each of the other parties hereto that at least five currently outstanding U.S. dollar-denominated syndicated credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such syndicated credit facilities are identified in such notice and are publicly available for review), and

(2) ~~(2)~~ the joint election by the Administrative Agent and the Borrowers to trigger a fallback from LIBOR and the provision by the Administrative Agent of written notice of such election to the Lenders.

"**Relevant Governmental Body**" means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

"**SOFR**" means a rate per annum equal to the secured overnight financing rate for such Banking Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

"**Term SOFR**" means, for the applicable corresponding tenor, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

3.18 CDOR Discontinuance

If at any time the Administrative Agent determines (which determination shall be conclusive absent manifest error) that (i) the circumstances set forth in Section 3.5 have arisen and such circumstances are unlikely to be temporary or (ii) the circumstances set forth in Section 3.5 have not arisen but the supervisor for the administrator of the CDOR Rate or a governmental authority having jurisdiction over the Administrative Agent has made a public statement identifying a specific date after which the CDOR Rate shall no longer be used for determining interest rates for loans (in each case, a "**CDOR Discontinuance**"), then the Administrative Agent and the Borrowers shall negotiate in good faith to establish an alternate rate of interest to the CDOR

Rate that gives due consideration to the then prevailing market convention for determining a rate of interest for CDOR Rate advances made in Canada at such time. Upon an agreement being reached, such parties shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this agreement as may be applicable. Notwithstanding anything to the contrary in Section 14.14, such amendment shall become effective without any further action or consent of any other party to this agreement so long as the Administrative Agent shall not have received, within five (5) Banking Days of the date such amendment is provided to the Lenders, a written notice from the Majority Lenders stating that such Majority Lenders object to such amendment. If such alternate rate of interest shall be less than zero, such rate shall be deemed to be zero for the purposes of this agreement.

ARTICLE 4
DRAWDOWNS

4.1 Drawdown Notice

Subject to the provisions hereof and provided that all of the applicable conditions precedent set forth in Article 12 have been fulfilled by the Borrowers or waived in accordance with Section 14.14, a Borrower may have credit extended to it hereunder by giving to the Administrative Agent an irrevocable notice ("**Drawdown Notice**") in substantially the form of Schedule D hereto and specifying:

(a) the date the credit is to be extended;

(b) whether the credit is to be extended by way of a Prime Rate Loan, a Base Rate Canada Loan, a Base Rate New York Loan, a LIBOR Loan, a Bankers' Acceptance or a Letter;

(c) if the credit is to be extended by way of a Loan, the principal amount of the Loan;

(d) if the credit is to be extended by way of a LIBOR Loan, the currency of the LIBOR Loan and the applicable Interest Period;

(e) if the credit is to be extended by way of Bankers' Acceptances, the aggregate face amount of the Bankers' Acceptances to be issued and the term of the Bankers' Acceptances;

(f) if the credit is to be obtained by way of Letter, the date of issuance of the Letter, whether the Letter is to be a letter of credit or a letter of guarantee, the named beneficiary of the Letter, the maturity date and amount of the Letter, the currency in which the Letter is to be denominated and all other terms of the Letter; and

(g) the details of any irrevocable authorization and direction pursuant to Section 3.2.

ARTICLE 5
ROLLOVERS

5.1 Bankers' Acceptances

Subject to the provisions hereof and provided that the Canadian Borrower has, by giving notice to the Administrative Agent in accordance with Section 5.3, requested the Lenders to accept its drafts to replace all or a portion of outstanding Bankers' Acceptances as they mature, each Lender shall, on the maturity of such Bankers' Acceptances and concurrent with the payment by the Canadian Borrower to such Lender of the face amount of such Bankers' Acceptances or the portion thereof to be replaced, accept the Canadian Borrower's draft or drafts having an aggregate face amount equal to its Pro Rata Share of the aggregate face amount of the matured Bankers' Acceptances or the portion thereof to be replaced.

5.2 LIBOR Loans

Subject to the provisions hereof and provided that a Borrower has, by giving notice to the Administrative Agent in accordance with Section 5.3, requested the Lenders to continue to make credit available by way of LIBOR Loans to replace all or a portion of an outstanding LIBOR Loan at the end of its Interest Period, each Lender shall, at the end of the Interest Period of such LIBOR Loan, continue to make credit available to such Borrower by way of a LIBOR Loan (without a further advance of funds to such Borrower) in the principal amount equal to its Pro Rata Share of the principal amount of the LIBOR Loan to be replaced or the portion thereof to be replaced.

5.3 Rollover Notice

The notice to be given to the Administrative Agent pursuant to Section 5.1 or 5.2 ("**Rollover Notice**") shall be irrevocable, shall be given in accordance with Section 3.11, shall be substantially in the form of Schedule E hereto and shall specify:

(a) the maturity date of the maturing Bankers' Acceptances or the expiry date of the Interest Period of the LIBOR Loan to be replaced, as the case may be;

(b) the face amount of the maturing Bankers' Acceptances or the principal amount and currency of the LIBOR Loan to be replaced, as the case may be, and the portion thereof to be replaced; and

(c) the aggregate face amount of the new Bankers' Acceptances and the term or terms of the new Bankers' Acceptances or the principal amount of the new LIBOR Loans, as the case may be, and the Interest Period or Interest Periods of the new LIBOR Loans.

ARTICLE 6
CONVERSIONS

6.1 Converting Loan to Other Type of Loan

Subject to the provisions hereof and provided that a Borrower has, by giving notice to the Administrative Agent in accordance with Section 6.5, requested that all or a portion of an outstanding Loan of a particular type be converted into another type of Loan, each Lender shall, on the date of conversion (which, in the case of the conversion of all or a portion of an outstanding LIBOR Loan, shall be the last day of the Interest Period of such Loan), continue to make credit available to such Borrower by way of the type of Loan into which the outstanding Loan or a portion thereof is converted (with a repayment and a subsequent advance of funds to such Borrower) in the aggregate principal amount equal to its Pro Rata Share of the principal amount as provided in the Conversion Notice.

6.2 Converting Loan to Bankers' Acceptances

Subject to the provisions hereof and provided that the Canadian Borrower has, by giving notice to the Administrative Agent in accordance with Section 6.5, requested the Lenders to accept its drafts to replace all or a portion of an outstanding Loan and, if a LIBOR Loan or a BA Rate Loan is to be replaced, the date of conversion is the date on which such Loan matures, each Lender shall, on the date of conversion and concurrent with the payment by the Canadian Borrower to each Lender of the principal amount of such outstanding Loan or the portion thereof which is being converted, accept the Canadian Borrower's draft or drafts having an aggregate face amount as provided in the Conversion Notice.

6.3 Converting Bankers' Acceptances to Loan

Each Lender shall, on the maturity date of a Bankers' Acceptance which such Lender has accepted, pay to the holder thereof the face amount of such Bankers' Acceptance. Subject to Sections 3.1 and 3.6 and provided that the Canadian Borrower has, by giving notice to the Administrative Agent in accordance with Section 6.5, requested the Lenders to convert all or a portion of outstanding maturing Bankers' Acceptances into a particular type of Loan, each Lender shall, upon the maturity date of such Bankers' Acceptances and the payment by such Lender to the holders of such Bankers' Acceptances of the aggregate face amount thereof, make credit available to the Canadian Borrower by way of the Loan into which the matured Bankers' Acceptances or a portion thereof are converted in the aggregate principal amount as provided in the Conversion Notice. Where a particular Lender has funded the Canadian Borrower by way of a BA Rate Loan rather than by way of Bankers' Acceptances, the provisions of this Section 6.3 as they relate to Bankers' Acceptances shall apply *mutatis mutandis* to such BA Rate Loan.

6.4 Converting Letter to Loan

In the event that the LC Issuer is required to make a payment to honour any Draft presented to the LC Issuer in accordance with a Letter and provided that no Default has occurred and is continuing, the LC Issuer shall notify the applicable Borrower and shall extend credit to the applicable Borrower without any advance of funds to the applicable Borrower, by way of a loan in the principal amount equal to the amount of such payment or the Exchange Equivalent thereof (which loan, if the payment is in Canadian dollars, shall be deemed to be a Prime Rate Loan, and, if the payment is in United States dollars, shall be deemed to be a Base Rate Canada Loan in the case of the Canadian Borrower and a Base Rate New York Loan in the case of the U.S. Borrower.

6.5 Conversion Notice

The notice to be given to the Administrative Agent pursuant to Section 6.1, 6.2 or 6.3 ("**Conversion Notice**") shall be irrevocable, shall be given in accordance with Section 3.11, shall be substantially in the form of Schedule F hereto and shall specify:

(a) whether an outstanding Loan or Bankers' Acceptances are to be converted and, if an outstanding Loan is to be converted, the type of Loan to be converted;

(b) the date on which the conversion is to take place;

(c) the face amount of the Bankers' Acceptances or the portion thereof which is to be converted or the principal amount of the Loan or the portion thereof which is to be converted;

(d) the type and amount of the Loan or Bankers' Acceptances into which the outstanding Loan or Bankers' Acceptances are to be converted;

(e) if outstanding extension of credit is to be converted into a LIBOR Loan, the currency of the new LIBOR Loan and the applicable Interest Period; and

(f) if an outstanding Loan is to be converted into Bankers' Acceptances, the aggregate face amount of the new Bankers' Acceptances to be issued, the term or terms of the new Bankers' Acceptances.

6.6 Absence of Notice

Subject to the provisions hereof, in the absence of a Rollover Notice or Conversion Notice within the appropriate time periods referred to herein, a maturing Bankers' Acceptance or BA Rate Loan shall be automatically converted to a Prime Rate Loan and a maturing LIBOR Loan shall be automatically converted to a Base Rate Canada Loan (in the case of the Canadian Borrower) or a Base Rate New York Loan (in the case of the U.S. Borrower), in each case as though a notice to such effect had been given in accordance with Section 6.5.

6.7 Conversion After Default

Subject to the provisions hereof, if an Event of Default has occurred and is continuing at 10:00 a.m. (Toronto time) on the third Banking Day prior to the maturity date of a Bankers' Acceptance, BA Rate Loan or a LIBOR Loan, such Bankers' Acceptance or BA Rate Loan shall be automatically converted to a Prime Rate Loan and such LIBOR Loan shall be automatically converted to a Base Rate Canada Loan (in the case of the Canadian Borrower) or a Base Rate New York Loan (in the case of the U.S. Borrower), in each case as though a notice to such effect had been given in accordance with Section 6.5.

ARTICLE 7
INTEREST AND FEES

7.1 Interest Rates

The relevant Borrower shall pay to the Administrative Agent for the account of the relevant Lenders, in accordance with Section 3.8 interest on the outstanding principal amount from time to time of each Loan (other than a BA Rate Loan) and on overdue interest thereon, at the rate per annum equal to:

(a) in the case of each Prime Rate Loan, the Prime Rate plus the Applicable Margin;

(b) in the case of each Base Rate Canada Loan, the Alternate Base Rate Canada plus the Applicable Margin;

(c) in the case of each Base Rate New York Loan, the Alternate Base Rate New York plus the Applicable Margin; and

(d) in the case of each LIBOR Loan, Adjusted LIBOR plus the Applicable Margin.

7.2 Calculation and Payment of Interest

(a) Interest on the outstanding principal amount from time to time of each Prime Rate Loan, Base Rate Canada Loan or Base Rate New York Loan shall accrue from day to day from and including the date on which credit is obtained by way of such Loan to but excluding the date on which such Loan is repaid in full (both before and after maturity and as well after as before judgment) and shall be calculated on the basis of the actual number of days elapsed divided by 365 or 366 in the case of a leap year.

(b) Interest on the outstanding principal amount from time to time of each LIBOR Loan shall accrue from day to day from and including the date on which credit is obtained by way of such Loan to but excluding the date on which such Loan is repaid in full (both before and after maturity and as well after as before judgment) and shall be calculated on the basis of the actual number of days elapsed divided by 360.

(c) Accrued interest shall be paid,

(i) in the case of interest on Prime Rate Loans, Base Rate Canada Loans and Base Rate New York Loans, monthly in arrears on the last Banking Day of each calendar month and on the termination of the Credit Facility; and

(ii) in the case of interest on LIBOR Loans, on the last day of the applicable Interest Period and, where the Interest Period is longer than three months, three months after the beginning of such Interest Period and on the termination of the Credit Facility.

(d) Interest on each BA Rate Loan shall be paid in advance as provided in Section 3.4.

7.3 General Interest Rules

(a) For the purposes hereof, whenever interest is calculated on the basis of a year of 360, 365 or 366 days, respectively, each rate of interest determined pursuant to such calculation expressed as an annual rate for the purposes of the *Interest Act* (Canada) is equivalent to such rate as so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360, 365 or 366, respectively.

(b) Interest on each Loan and on overdue interest shall be payable in the currency in which such Loan is denominated during the relevant period or in which such overdue interest is payable, as the case may be.

(c) If a Borrower fails to pay any interest, fee or other amount of any nature payable by it to the Administrative Agent or the Lenders hereunder (other than principal) on the due date therefor or under any document, instrument or agreement delivered pursuant hereto on the due date therefor, such Borrower shall pay to the Administrative Agent interest on such overdue amount in the same currency as such overdue amount is payable from and including such due date to but excluding the date of actual payment (as well after as before judgment) at the rate per annum, calculated and compounded monthly, which is equal to:

(i) the Alternate Base Rate New York plus the Applicable Margin in the case of overdue amounts owing by the U.S. Borrower; and

(ii) the Prime Rate in respect of amounts denominated in Canadian dollars and Alternate Base Rate Canada in respect of amounts denominated in United States dollars, plus the Applicable Margin in the case of overdue amounts owing by the Canadian Borrower.

Such interest on overdue amounts shall become due and be paid on demand by the Administrative Agent.

7.4 Acceptance Fees

Upon the acceptance of any draft or drafts of the Canadian Borrower pursuant hereto, the Canadian Borrower shall pay to the Lenders, in accordance with Section 3.3(d), in advance, an acceptance fee calculated at the rate per annum, on the basis of a year of 365 days equal to the Applicable Margin on the face amount of such Bankers' Acceptances for its term, being the actual number of days in the period commencing on the date of acceptance of the Canadian Borrower's draft or drafts and ending on but excluding the maturity date of the Bankers' Acceptance. With respect to each drawdown by way of Bankers' Acceptances, such acceptance fees shall be paid by the Lenders deducting the amount thereof from the BA Discounted Proceeds before the Lenders remit the BA Net Proceeds to the Administrative Agent as provided in Section 3.3(c). With respect to each rollover of and conversion into Bankers' Acceptances, such acceptance fees shall be paid by the Canadian Borrower to the Administrative Agent as provided in Section 3.3(d). Each such payment is non-refundable and fully earned when due.

7.5 Letter Fees

(a) Upon the first Banking Day following the completion of each Fiscal Quarter, the relevant Borrower shall pay to the Administrative Agent for the account of the Lenders in arrears a fee calculated at a rate per annum equal to the Applicable Margin, on the basis of a year of 365 days or 366 days in the case of a leap year, on the amount of each Letter for a period of time equal to the number of days in the preceding Fiscal Quarter on which such Letter was outstanding. In addition to the foregoing, the relevant Borrower shall pay to the Administrative Agent for the account of the LC Issuer customary administrative fees and charges in respect of Letters in accordance with the LC Issuer's published fee schedule (including, without limitation, standard minimum fees) in amounts and upon terms which accord with the then prevailing practice of the LC Issuer. In the event that a Borrower requires a commercial documentary letter of credit, fees incurred and the payment thereof are to be negotiated at that time. The LC Issuer's standard documentary letter of credit indemnity agreement is to be completed with the application for any documentary letter of credit. Each such payment is non-refundable and fully earned when due.

(b) With respect to each Letter issued hereunder at the time when there is one or more Lenders other than the LC Issuer with an Individual Commitment with respect to the Credit Facility upon the first Banking Day following the completion of each Fiscal Quarter, the relevant Borrower shall pay to the Administrative Agent for the account of the LC Issuer in arrears a fee calculated at a rate of **[rate redacted]** bps per annum, on the basis of a year of 365 days or 366 days in the case of a leap year, on the amount of each Letter for a period of time equal to the number of days in the preceding Fiscal Quarter on which such Letter was outstanding. Each such payment is non-refundable and fully earned when due.

7.6 Commitment Fees

Upon the first Banking Day of each Fiscal Quarter and upon the termination of the Credit Facility, the Borrowers shall pay to the Administrative Agent for the account of the Lenders, in accordance with Section 3.8, in arrears, a commitment fee on the Available Credit, calculated and accruing daily from the Closing Date at the rate per annum, calculated on the basis of a year of 365 days or 366 days in the case of a leap year, equal to the Applicable Margin during such period. For purposes of determining the Available Credit, the Loans, Bankers' Acceptances and Letters outstanding under the Credit Facility in currencies other than United States dollars shall be calculated on the basis of the Exchange Equivalent in United States Dollars.

7.7 Selection of Interest Periods

With respect to each LIBOR Loan, the relevant Borrower shall specify in the Drawdown Notice, Rollover Notice or Conversion Notice, the duration of the Interest Period provided that:

(a) Interest Periods shall have a duration of one month, two months, three months or six months (in each case, subject to availability);

(b) the first Interest Period for a LIBOR Loan shall commence on and include the day on which credit is obtained by way of such Loan and each subsequent Interest Period applicable thereto shall commence on and include the date of the expiry of the immediately preceding Interest Period applicable thereto; and

(c) if any Interest Period would end on a day which is not a Banking Day, such Interest Period shall be extended to the next succeeding Banking Day unless such next succeeding Banking Day falls in the next calendar month, in which case such Interest Period shall be shortened to end on the immediately preceding Banking Day.

7.8 Interest and Fee Adjustment

Subject to the third sentence of this Section 7.8, the changes in the applicable interest margins, acceptance fee rates, commitment fee rates and Letter issuance fee rates, contemplated in the definition of Applicable Margin shall be effective as of the Closing Date and the first Banking Day following the receipt by the Administrative Agent of ~~(x) compliance certificate~~the financial statements referred to in Section 11.1(b)(~~v) or (y) the financial statements referred to in Section 11.1(b)(~~i) or 11.1(b)(ii), as applicable, and the related compliance certificate referred to in Section 11.1(b)(iii) (and for greater certainty, in the case of interest on LIBOR Loans, acceptance fee rates and Letter issuance fees, shall be effective for that portion of the term of any LIBOR Loans, Bankers' Acceptances or Letters on and after such date). The aforesaid changes shall be effective as of the Closing Date or as of the relevant Quarterly Reporting Date or other applicable reporting date, as applicable, if the compliance certificate required to be delivered by the Borrowers to the Administrative Agent pursuant to Section 11.1(b)(iii)~~ or 11.1(b)(v), as applicable,~~ is delivered after the relevant Quarterly Reporting Date or such other applicable reporting date if such compliance certificate evidences an increase in the Applicable Margin. If, however, any such compliance certificate delivered after the relevant Quarterly Reporting Date or other reporting date, as applicable, evidences a decrease in the Applicable Margin, the aforesaid changes shall only be effective as and from the date of receipt by the Administrative Agent of such compliance certificate. Upon receipt of any compliance certificate which is delivered to the Administrative Agent after the relevant Quarterly Reporting Date or other reporting date, as applicable, which evidences an increase in the Applicable Margin, the Administrative Agent shall determine the amount of the underpayment of interest, acceptance fees, commitment fees and Letter issuance fees during the period from the relevant Quarterly Reporting Date or other reporting date, as applicable, to and including the date of actual delivery thereof by the Borrowers hereunder and notify the Borrowers of such amounts. Such determination by the Administrative Agent shall constitute prima facie evidence of the amount of such underpayment. The Borrowers shall, upon receipt of such notice, pay to the Administrative Agent for the account of the Lenders in accordance with Section 3.8, the amount of such underpayment.

7.9 Interest Act Compliance

For the purposes of the *Interest Act* (Canada), any rate of interest made payable under the terms of this agreement at a rate or percentage (the "**Contract Rate**") for any period that is less than a consecutive 12 month period, such as a 360 or 365 day basis (the "**Contract Rate Basis**"), is equivalent to the yearly rate or percentage of interest determined by multiplying the Contract Rate by a fraction, the numerator of which is the number of days in the consecutive 12 month period commencing on the date such equivalent rate or percentage is being determined and the denominator of which is the number of days in the Contract Rate Basis. Each Borrower confirms that it fully understands and is able to calculate the rates of interest and fees applicable to Loans based on the methodology for calculating per annum rates provided for in this agreement. The Lenders and Administrative Agent agree that if requested in writing by the Borrowers it will calculate the nominal and effective per annum rate of interest or fees on any Loan outstanding at the time of such request and provide such information to the Borrowers promptly following such request; provided that any error in any such calculation, or any failure to provide such information on request, shall not relieve any Borrower of any of its obligations under this agreement or any other Guaranteed Document, nor result in any liability to the Lenders and Administrative Agent. To the extent permitted by law, each Borrower hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to any Guaranteed Document, that the interest or fees payable under any Guaranteed Document and the calculation thereof has not been adequately disclosed to the Borrowers, whether pursuant to section 4 of the *Interest Act* (Canada) or any other Applicable Law or legal principle.

ARTICLE 8
RESERVE, CAPITAL, INDEMNITY AND TAX PROVISIONS

8.1 Conditions of Credit

The obtaining or maintaining of credit hereunder shall be subject to the terms and conditions contained in this Article 8.

8.2 Change of Circumstances

(a) If, with respect to any type of credit, any Change in Law:

(i) prohibits or restricts extending or maintaining such type of credit or the charging of interest or fees in connection therewith, such Borrower agrees that such Lender shall have the right to comply with such Change in Law, shall have the right to refuse to permit such Borrower to obtain such type of credit and shall have the right to require, at the option of such Borrower, the conversion of such outstanding credit to another type of credit to permit compliance with the Change in Law or repayment in full of such credit together with accrued interest thereon on the last day on which it is lawful for such Lender to continue to maintain and fund such credit or to charge interest or fees in connection therewith, as the case may be; or

(ii) shall impose or require any reserve, special deposit requirements or Tax (excluding Excluded Taxes, Indemnified Taxes and Other Taxes provided for under Section 8.6) shall establish an appropriate amount of capital to be maintained by such Lender or shall impose any other requirement or condition which results in an increased cost to such Lender of extending or maintaining a credit or obligation hereunder or reduces the amount received or receivable by such Lender with respect to any credit under this agreement or reduces such Lender's effective return hereunder or on its capital or causes such Lender to make any payment or to forego any return based on any amount received or receivable hereunder, then, on written notice to the Borrowers by such Lender, the Borrowers shall pay to such Lender such amounts as shall fully compensate such Lender for all such increased costs, reductions, payments or foregone returns which accrue up to and including the date of receipt by the Borrowers of such notice and thereafter, upon demand from time to time, the Borrowers shall pay such additional amount as shall fully compensate such Lender for any such increased or imposed costs, reductions, payments or foregone returns. Such Lender shall notify the Borrowers of any actual increased or imposed costs, reductions, payments or foregone returns forthwith on becoming aware of same and shall concurrently provide to the Borrowers a certificate of an officer of such Lender setting forth the amount of compensation to be paid to such Lender and the basis for the calculation of such amount. The Borrowers shall not be obligated to pay any such amount which arose prior to the date which is 180 days preceding the date of such demand or is attributable to periods prior to the date which is 180 days preceding the date of such demand. The Lenders shall not demand compensation pursuant to this Section 8.2 unless the Lenders are generally making corresponding demands on similar types of borrowers for similar amounts pursuant to similar provisions in other loan documents to which the Lenders are a party.

(b) Each Lender agrees that, as promptly as practicable after it becomes aware of the occurrence of an event or the existence of a condition that would cause it to seek additional amounts from the Borrowers pursuant to Section 8.2(a) or for amounts to become payable pursuant to Section 8.6, it will use reasonable efforts to make, fund or maintain the affected credit of such Lender through another lending office or take such other actions as it deems appropriate if as a result thereof the additional moneys which would otherwise be required to be paid in respect of such credit pursuant to Section 8.2(a) or Section 8.6, would be reduced and if, as determined by such Lender in its reasonable discretion, the making, funding or maintaining of such affected credit through such other lending office or the taking of such other actions would not otherwise materially adversely affect such credit or such Lender and would not, in such Lender's reasonable sole discretion, be commercially unreasonable. The Borrowers hereby agree to reimburse the reasonable costs of any Lender actually incurred in connection with any action taken by such Lender in accordance with this Section 8.2(b).

(c) All obligations provided for in this Section 8.2 shall survive the permanent repayment of all of the outstanding credit hereunder and the termination of the Credit Facility. The obligations provided for in this Section 8.2 shall not be reduced or impaired by any investigation made by or on behalf of the Administrative Agent or any of the Lenders.

(d) The Borrowers shall pay to the Lenders any amount due to the Lenders under this Section 8.2 within 10 days of receipt by the Borrowers of written notice from the applicable Lender, together with the certificate referred to in clause (a)(ii) above.

8.3 Replacement of Lenders

(a) If a Lender (each such Lender, an "**Affected Lender**"): (i) is a Defaulting Lender; (ii) seeks compensation under Section 8.2(a) (unless all Lenders are invoking the same) or any payments under Section 8.6; or (iii) refuses to give timely consent to an amendment, modification or waiver of this agreement that, pursuant to Section 14.14, requires consent of all the Lenders, where the consent of the Majority Lenders has been given with respect thereto (a "**Non-Consenting Lender**"), then the Borrowers may indicate to the Administrative Agent in writing that they desire to replace the Affected Lender with one or more of the other Lenders, and the Administrative Agent shall then forthwith give notice to the other Lenders that any such Lender or Lenders may, in the aggregate, advance all (but not part) of the Affected Lender's Pro Rata Share of the affected credit and, in the aggregate, assume all (but not part) of the Affected Lender's Individual Commitment and obligations under the Credit Facility and acquire all (but not part) of the rights of the Affected Lender and assume all (but not part) of the obligations of the Affected Lender under the other Loan Documents (but in no event shall any other Lender or the Administrative Agent be obliged to do so). If one or more Lenders shall so agree in writing (herein collectively called the "**Assenting Lenders**" and individually called an "**Assenting Lender**") with respect to such advance, acquisition and assumption, the Pro Rata Share of such credit of each Assenting Lender and the Individual Commitment and the obligations of such Assenting Lender under each of the Credit Facility and the rights and obligations of such Assenting Lender under each of the other Loan Documents shall be increased by its respective pro rata share (based on the relative Individual Commitments of the Assenting Lenders) of the Affected Lender's Pro Rata Share of such credit and Individual Commitments and obligations under each of the Credit Facility and rights and obligations under each of the other Loan Documents on a date mutually acceptable to the Assenting Lenders and the Borrowers. On such date, the Assenting Lenders shall extend to the Borrowers the Affected Lender's Pro Rata Share of such credit and shall prepay to the Affected Lender the advances of the Affected Lender then outstanding, together with all interest accrued thereon and all other amounts owing to the Affected Lender hereunder, and, upon such advance and prepayment by the Assenting Lenders, the Affected Lender shall cease to be a "Lender" for purposes of this agreement and shall no longer have any obligations hereunder. Upon the assumption of the Affected Lender's Individual Commitment as aforesaid by an Assenting Lender, Schedule A hereto shall be deemed to be amended to increase the Individual Commitment of such Assenting Lender by the amount of such assumption. For certainty, the Borrowers shall not be required to pay an Affected Lender that is a Defaulting Lender in respect of breakage costs or other amounts required to be paid as a result of prepayment to such Lender. In the event that an Affected Lender is not replaced pursuant to the foregoing provisions and provided (x) no Default or Event of Default has occurred and is continuing at the time of any such prepayment and cancellation or would arise immediately thereafter and (y) such prepayment and cancellation is not prohibited by Applicable Law, the Borrowers may, upon five Banking Days' notice to the Affected Lender and the Administrative Agent, cancel the Individual Commitment of such Affected

Lender and prepay advances of such Affected Lender then outstanding, together with all interest accrued thereon and all other amounts owing to such Affected Lender hereunder (such payments shall be made to the Administrative Agent), and, upon such notice and prepayment by the Borrowers, such Affected Lender shall cease to be a "Lender" for all purposes of this agreement and shall no longer have any obligations hereunder.

(b) Notwithstanding anything else contained in this agreement, the Borrowers may, by notice to the Administrative Agent (a "Replacement Lender Notice"), from time to time prior to the Maturity Date, request that the amount of the Individual Commitments with respect to the Credit Facility be increased by an amount up to the aggregate amount of any Individual Commitments cancelled pursuant to this Section (which have not been replaced) specifying the relevant Lenders and/or proposed new relevant Lenders that have agreed to accept Individual Commitments with respect to the Credit Facility and the aggregate amount of such requested increase. For certainty, subject to Section 2.6, the aggregate Individual Commitments under the Credit Facility shall not exceed at any particular time $1,250,000,000 minus the aggregate of any permanent reductions to the Credit Facility made by the Borrowers pursuant to Section 2.4.

(c) Each Replacement Lender that is an existing Lender shall send a confirming letter to the Administrative Agent confirming that it has agreed to an increased Individual Commitment with respect to the Credit Facility and setting out the amount of that commitment with respect to the Credit Facility. The establishment of that Replacement Lender's Individual Commitment with respect to the Credit Facility shall, subject to Section 8.3(f) and (h), take place with effect from the second Banking Day following the date of the delivery of such notice to the Administrative Agent. Upon the establishment of that Replacement Lender's increased Individual Commitment with respect to the Credit Facility, Schedule A hereto shall be deemed to be amended to evidence the Individual Commitment with respect to the Credit Facility of that Replacement Lender by the amount of such increase.

(d) Any Replacement Lender that is not an existing Lender must be acceptable to the Administrative Agent, LC Issuer and the Swingline Lender, acting in its, or their, as applicable, sole discretion exercised reasonably. Upon delivery to the Administrative Agent of a Replacement Lender Agreement executed by the Borrowers and a Replacement Lender that is acceptable to the Administrative Agent, the Administrative Agent shall promptly execute and deliver such Replacement Lender Agreement whereupon this agreement and each other Loan Document shall, subject to Section 8.3(f) and (h), henceforth be read and construed as if such Replacement Lender were party to this agreement as a Lender having all of the rights and obligations of a Lender expressed herein with respect to the Individual Commitment with respect to the Credit Facility that the Replacement Lender has agreed to accept and all references to any Lenders in any Loan Document shall (to the extent the context so admits) be construed accordingly. Consequent thereto, Schedule A hereto shall be deemed to be amended to add the Individual Commitment of such Replacement Lender. Each Lender irrevocably appoints, authorizes and directs the Administrative Agent, as its attorney and agent, with full power of substitution and delegation, to complete and execute on its behalf each Replacement Lender Agreement relating to each Replacement Lender. Each Lender agrees that it will be bound by the terms of each such Replacement Lender Agreement so completed and executed by the Administrative Agent.

(e) The Administrative Agent shall promptly notify the Borrowers and the Lenders of the increased Individual Commitments with respect to the Credit Facility arising pursuant to Section 8.3(c) and (d).

(f) No increase in or establishment of, any Individual Commitment with respect to the Credit Facility pursuant to this Section 8.3 shall be permitted at any time that a Default or Event of Default has occurred and is outstanding.

(g) It shall be a condition of the replacement of any Affected Lender who is a Non-Consenting Lender pursuant to this Section 8.3 that the Replacement Lender consents, at the time of such assignment, to each matter in respect of which such Non-Consenting Lender was a Non-Consenting Lender.

(h) On the first Banking Day following any deemed amendment to Schedule A pursuant to Section 8.3(c) or (d), the Administrative Agent shall advise the Replacement Lender in writing of (i) the aggregate outstanding credit under the Credit Facility already advanced by the Lenders to the Borrowers (the "Existing Facility Indebtedness") and (ii) its Pro Rata Share of the Existing Facility Indebtedness. Within one Banking Day of receipt of such notice from the Administrative Agent, the Replacement Lender shall pay to the Administrative Agent, for the pro rata benefit of each Lender, its Pro Rata Share of the Existing Facility Indebtedness whereupon the Administrative Agent shall disburse such proceeds to the Lenders in accordance with Section 3.9.

(i) The reasonable costs and expenses actually incurred by the Administrative Agent or any Lender associated with the replacement of any Lender or any assignment in accordance with this Section 8.3 shall be for the account of the Borrowers.

8.4 Indemnity Relating to Credits

Upon notice from the Administrative Agent to a Borrower (which notice shall be accompanied by a detailed calculation of the amount to be paid by such Borrower), such Borrower shall pay to the Administrative Agent or the Lenders such amount or amounts as will compensate the Administrative Agent or the Lenders for any loss, cost or expense incurred by them:

(a) in the liquidation or redeposit of any funds acquired by the Lenders to fund or maintain any portion of a LIBOR Loan or a BA Rate Loan as a result of:

(i) the failure of such Borrower to borrow or make repayments on the dates specified under this agreement or in any notice from such Borrower to the Administrative Agent; or

(ii) the repayment or prepayment of any amounts on a day other than the payment dates prescribed herein or in any notice from such Borrower to the Administrative Agent; or

(b) with respect to any Bankers' Acceptance or Letter, arising from claims or legal proceedings, and including reasonable legal fees and disbursements, respecting the collection of amounts owed by such Borrower hereunder in respect of such Bankers' Acceptance or Letter or the enforcement of the Administrative Agent's or Lenders' rights hereunder in respect of such Bankers' Acceptance or Letter including, without limitation, legal proceedings attempting to restrain the Administrative Agent or the Lenders from paying any amount under such Bankers' Acceptance or Letter; or

(c) in converting one currency into another currency as a result of the failure of such Borrower to make repayments of outstanding credit hereunder in the currency in which such outstanding credit was denominated.

8.5 Indemnity for Transactional and Environmental Liability

(a) Each Borrower hereby agrees to indemnify, defend and hold free and harmless the Administrative Agent, each Lender (including the LC Issuer and the Swingline Lender) and each of their respective shareholders, officers, directors, employees, agents, affiliates, representatives and controlling persons (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, actions, causes of action, suits, losses, costs (including, without limitation, all documentary, record, filing or other stamp taxes or duties), charges, liabilities and damages, and expenses of any and every kind whatsoever in connection therewith (irrespective of whether such Indemnified Party is a party to the action for which indemnification hereunder is sought and regardless of whether such matter is initiated by any NFI Entity or any of their respective affiliates or subsidiaries or any third party), and including, without limitation, legal fees and out of pocket disbursements and amounts paid in settlement of any and every kind whatsoever when such amounts paid in settlement have been approved by such Borrower, acting reasonably (collectively in this Section 8.5(a), the "**Indemnified Liabilities**"), incurred or suffered by, or asserted against, or imposed upon the Indemnified Parties or any of them as a result of, or arising out of, or relating to (i) the extension of credit contemplated herein, (ii) any transaction financed or to be financed in whole or in part, directly or indirectly, with the proceeds of any credit extended hereunder, (iii) any actual or threatened investigation, litigation or other proceeding relating to any credit extended or proposed to be extended as contemplated herein or (iv) the execution, delivery, performance or enforcement of the Loan Documents and any instrument, document or agreement executed pursuant hereto or thereto, except for any such Indemnified Liabilities that a court of competent jurisdiction, in a final non-appealable judgement, determines arose on account of an Indemnified Party's gross negligence or willful misconduct.

(b) Without limiting the generality of the indemnity set out in the preceding clause (a), each Borrower hereby further agrees to indemnify, defend, exonerate and hold free and harmless the Indemnified Parties from and against any and all claims, demands, actions, causes of action, suits, losses, costs, (including costs of investigation, remediation and governmental response or oversight costs), fines, penalties, charges, liabilities and damages, and all expenses of any and every kind whatsoever in connection therewith, including, without limitation, legal fees and out of pocket disbursements and amounts paid in settlement, when such amounts paid in settlement have been approved by the Borrowers, acting reasonably (collectively in this Section 8.5(b), the "**Indemnified Liabilities**"), paid, incurred or suffered by, or asserted against or imposed upon the Indemnified Parties or any of them for, with respect to, or as a direct or indirect result of, (i) the presence of Hazardous Material at, on or under, or the Release of Hazardous Materials at, to or from any real property associated at any time in any way with any NFI Entity, including real property at any time legally or beneficially owned (or any estate or interest which is owned), leased, used or operated by any NFI Entity or real property used by any NFI Entity for the treatment, processing, disposal or other disposition of Hazardous Materials, or (ii) the actual or alleged breach or violation of or liability under (whether due to negligence, strict liability or otherwise) any Environmental Law in each case regardless of whether caused by, or within the control of, such NFI Entity except for any such Indemnified Liabilities which a court of competent jurisdiction, in a final non-appealable judgement, determined arose solely on account of the relevant Indemnified Party's gross negligence or wilful misconduct.

(c) All obligations provided for in this Section 8.5 shall survive the permanent repayment of all of the outstanding credit hereunder and the termination of the Credit Facility. The obligations provided for in this Section 8.5 shall not be reduced or impaired by any investigation made by or on behalf of the Administrative Agent or any of the Lenders.

(d) Each Borrower hereby agrees that, for the purposes of effectively allocating the risk of loss placed on such Borrower by this Section 8.5, the Administrative Agent and each Lender shall be deemed to be acting as the agent or trustee on behalf of and for the benefit of their respective shareholders, officers, directors, employees and agents.

(e) If, for any reason, the obligations of a Borrower pursuant to this Section 8.5 shall be unenforceable, such Borrower agrees to make the maximum contribution to the payment and satisfaction of each obligation that is permissible under applicable law, except to the extent that a court of competent jurisdiction, in a final non-appealable judgement, determines such obligations arose solely on account of the gross negligence or wilful misconduct of, or material breach of this agreement by, any Indemnified Party.

8.6 Taxes

(a) Any and all payments made by or on behalf of a Borrower under this agreement or under any other Loan Document (any such payment being hereinafter referred to as a "**Payment**") to or for the benefit of the Administrative Agent or any Lender shall be made without set-off or counterclaim, and free and clear of, and without deduction or withholding for, or on account of, any and all present or future Taxes except to the extent that such deduction or withholding is required by Applicable Law or the administrative practice of any Official Body. If any such Taxes are so required to be deducted or withheld from or in respect of any Payment made to or for the benefit of the Administrative Agent or any Lender, such Borrower shall:

(i) promptly notify the Administrative Agent of such requirement;

(ii) make such deduction or withholding;

(iii) if such Tax is an Indemnified Tax, pay to the Administrative Agent or Lender, as the case may be, in addition to the portion of the Payment to which the Administrative Agent or Lender is otherwise entitled, such additional amount as is necessary to ensure that the net amount actually received by the Administrative Agent or Lender (free and clear, and net, of the full amount of any Indemnified Taxes required to be deducted or withheld from any additional amount paid by such Borrower under this Section 8.6(a), whether assessable against such Borrower, the Administrative Agent or such Lender) equals the full amount the Administrative Agent or Lender, as the case may be, would have received had no such deduction or withholding of such Indemnified Taxes been required;

(iv) pay to the relevant Official Body in accordance with Applicable Law the full amount of Taxes required to be deducted or withheld (including the full amount of Taxes required to be deducted or withheld from any additional amount paid by such Borrower to the Administrative Agent or Lender under this Section 8.6(a)), within the time period required by Applicable Law; and

(v) as promptly as possible thereafter, forward to the Administrative Agent or Lender, as the case may be, an original official receipt (or a certified copy), or other documentation reasonably acceptable to the Administrative Agent or Lender, evidencing such payment to such Official Body.

(b) In addition, each Borrower agrees to pay in accordance with Applicable Law any Other Taxes.

(c) Each Borrower hereby agrees to indemnify and hold harmless the Administrative Agent and each Lender, for the full amount of Indemnified Taxes and Other Taxes, interest and penalties, levied, imposed or assessed against (and whether or not paid directly by) the Administrative Agent or any Lender, as applicable. In addition, each Borrower hereby agrees to indemnify and holds harmless the Administrative Agent and each Lender for all interest, penalties, reasonable expenses resulting from such Borrower's failure to:

(i) remit to the Administrative Agent or any Lender the documentation referred to in Section 8.6(a)(v); or

(ii) pay any Taxes on the basis described in Section 8.6(a)(iv) or Other Taxes when due to the relevant Official Body (including, without limitation, any Indemnified Taxes imposed by any Official Body on amounts payable under this Section 8.6).

The provisions of Section 8.6(c) shall apply whether or not such Taxes or Other Taxes were correctly or legally assessed. The Administrative Agent or any Lender who pays any Indemnified Taxes or Other Taxes shall promptly notify the Borrowers of such payment, provided, however, that failure to provide such notice shall not detract from, or compromise, the obligations of the Borrowers under this Section 8.6 to the extent the failure to provide such notice is not materially prejudicial to the Borrowers. Payment pursuant to this indemnification shall be made within 30 days from the date the Administrative Agent or any Lender, as the case may be, makes written demand therefor accompanied by a certificate as to the amount of such Taxes or Other Taxes and the calculation thereof, which calculation shall be *prima facie* evidence of such amount.

(d) If a Borrower determines in good faith that a reasonable basis exists for contesting any Taxes for which a payment has been made under this Section 8.6, the relevant Lender or the Administrative Agent, as applicable, shall, if so requested by such Borrower, cooperate with such Borrower in challenging such Taxes at such Borrower's expense.

(e) If any Lender or the Administrative Agent, as applicable, receives a refund of Taxes for which a payment has been made by a Borrower under this Section 8.6, which refund in the good faith judgment of such Lender or the Administrative Agent, as the case may be, is attributable to the Taxes giving rise to such payment made by such Borrower, then such Lender or the Administrative Agent, as the case may be, shall reimburse such Borrower for such amount (if any, but not exceeding the amount of any payment made under this Section 8.6 that gives rise to such refund), net of out-of-pocket expenses of such Lender or the Administrative Agent, as the case may be, which the Administrative Agent or such Lender, as the case may be, determines in its reasonable discretion will leave it, after such reimbursement, in no better or worse position than it would have been in if such Taxes had not been exigible. Each Borrower, upon the request of the Administrative Agent or any Lender, agrees to repay the Administrative Agent or Lender, as the case may be, any portion of any such refund paid over to a Borrower that the Administrative Agent or Lender, as the case may be, is required to repay to the relevant Official Body and agrees to pay any applicable interest, penalties or other charges paid by the Administrative Agent or Lender, as the case may be, as a result of or related to such payment to such Official Body. Neither the Administrative Agent nor any Lender shall be under any obligation to arrange its tax affairs in any particular manner so as to claim any refund. None of the Lenders or the Administrative Agent shall be obliged to disclose any information regarding its tax affairs or computations to either Borrower or any other Person in connection with this Section 8.6(e) or any other provision of this Section 8.6.

(f) Any Lender that is entitled to an exemption from or reduction of withholding Taxes or Other Taxes (collectively, "**Relevant Taxes**") in respect of Payments, including under the law of the jurisdiction in which a Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, shall, at the request of a Borrower, deliver to such Borrower (with a copy to the Administrative Agent), at the time or times prescribed by Applicable Law or reasonably requested by such Borrower or the Administrative Agent, such properly completed and executed documentation prescribed by Applicable Law (if any) and CRA Form NR301, NR302 or NR303 (or any successor CRA Forms), as applicable, as will permit such payments to be made without withholding or at a reduced rate of withholding or a reduced rate of Relevant Taxes. In addition, any Lender, if requested by a Borrower or the Administrative Agent, shall deliver such other documentation prescribed by Applicable Law or administrative practice (if any) or reasonably requested by such Borrower or the Administrative Agent as will enable such Borrower or the Administrative Agent to determine whether or not such Lender is subject to withholding or information reporting requirements. Notwithstanding the foregoing, no Lender shall be required to deliver any documentation pursuant to this Section 8.6(f) that such Lender is not legally able to deliver.

(g) If a payment made to the Administrative Agent or any Lender under any Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Person were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Person shall deliver to the applicable Borrower and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by such Borrower or Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3) (C) (i) of the Code) and such additional documentation reasonably requested by such Borrower or Administrative Agent as may be necessary for such Borrower and the Administrative Agent to comply with their obligations under FATCA and to determine that such Person has complied with such Person's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 8.6(g), "FATCA" shall include any amendments made to FATCA after the date of this agreement.

(h) Each Borrower's obligations under this Section 8.6 shall survive without limitation the termination of the Credit Facility and this agreement and all other Loan Documents and the permanent repayment of the outstanding credit and all other amounts payable hereunder.

(i) For purposes of this Section 8.6 "**Lenders**" shall include the LC Issuer and the Swingline Lender.

ARTICLE 9
REPAYMENTS AND PREPAYMENTS

9.1 Repayment of Credit Facility

The aggregate credit outstanding under the Credit Facility, together with all accrued and unpaid interest thereon and all accrued and unpaid fees with respect thereto, shall be repaid in full by the Borrowers to the Lenders on the Maturity Date. As concerns any Letter which, on the Maturity Date, has an expiry date later than the Maturity Date, the relevant Borrower shall pay to the LC Issuer, on the Maturity Date, the then contingent liability of the LC Issuer thereunder (to be held solely for the purpose of satisfying any draw under such Letter and to be held subject to Section 13.2). Following such payment by such Borrower to the LC Issuer, such Borrower shall have no further liability to the Lenders with respect to any such Letter. To the extent the aggregate contingent liability under all outstanding Letters issued by the LC Issuer is at any time in excess of the Credit Limit as a result of a reduction of the Credit Limit in accordance with the terms of this agreement, the applicable Borrower shall provide and pledge (as a first priority perfected security interest) cash collateral to the LC Issuer on the date such excess is created in the currency in which such obligation must be paid and in an amount sufficient to eliminate such excess, pursuant to documentation in form and substance reasonably satisfactory to the LC Issuer.

9.2 Voluntary Prepayments

Subject to the provisions hereof, the Borrowers shall be entitled, at their option and on (i) one Banking Day's notice to the Administrative Agent (not later than 10:00 a.m. Toronto time), in respect of prepayments in an amount less than U.S. or Cdn. $100,000,000, as applicable, and (ii) two Banking Days' notice to the Administrative Agent in all other cases, to prepay all or any portion of an outstanding Loan under the Credit Facility without penalty; provided that Section 8.4(b) shall be complied with in connection with any such prepayment and any such prepayment of all or any portion of any outstanding Loan shall be in an amount of no less than U.S.$2,500,000 or Cdn.$2,500,000, as applicable, and otherwise in integral multiples of U.S.$1,000,000 or Cdn.$1,000,000, as applicable, in excess thereof. Amounts under the Credit Facility which have been prepaid as aforesaid may be re-borrowed. For certainty, Bankers' Acceptances may not be prepaid but may be cash collateralized in accordance with Section 9.9.

9.3 Prepayment Notice

The Borrowers shall give written notice to the Administrative Agent of each voluntary prepayment pursuant to Section 9.2. Such notice (a "**Prepayment Notice**") shall be irrevocable, shall be given in accordance with Section 3.11 and shall specify:

(a) the date on which the prepayment is to be made; and

(b) the type and principal amount of the Loan or the portion thereof which is to be prepaid.

9.4 Reimbursement or Conversion on Presentation of Letters

(a) On presentation of a Letter and payment thereunder by the LC Issuer, the relevant Borrower shall forthwith pay to the Administrative Agent for the account of the LC Issuer, and thereby reimburse the LC Issuer for, all amounts paid by the LC Issuer pursuant to such Letter; failing such payment, such Borrower shall be deemed to have effected a conversion of such Letter into: (i) a Prime Rate Loan in the case of a Letter issued on behalf of the Canadian Borrower and denominated in Canadian dollars, (ii) a Base Rate Canada Loan in the case of a Letter issued on behalf of the Canadian Borrower and denominated in United States dollars or (iii) a Base Rate New York Loan in the case of a Letter issued on behalf of the U.S. Borrower and denominated in United States dollars, in each case to the extent of the payment of the LC Issuer thereunder.

(b) (i) If the LC Issuer makes payment under any Letter and the relevant Borrower does not fully reimburse the LC Issuer on or before the date of payment, then Section 9.4(a) shall apply to deem a Loan to be outstanding to such Borrower under this agreement in the manner therein set out. Each Lender shall, on request by the LC Issuer, immediately pay to the LC Issuer an amount equal to such Lender's Pro Rata Share of the amount paid by the LC Issuer such that each Lender is participating in the deemed Loan in accordance with its Pro Rata Share.

(ii) Each Lender shall immediately on demand indemnify the LC Issuer to the extent of such Lender's Pro Rata Share of any amount paid or liability incurred by the LC Issuer under each Letter issued by it to the extent that the relevant Borrower does not fully reimburse the LC Issuer therefor.

(iii) For certainty, the obligations in this Section 9.4(b) shall continue as obligations of the Persons who were Lenders at the time each such Letter was issued notwithstanding that such Lender may assign its rights and obligations hereunder, unless the LC Issuer specifically releases such Lender from such obligations in writing.

9.5 Letters Subject to an Order

Each Borrower shall pay to the LC Issuer an amount equal to the maximum amount available to be drawn under any unexpired Letter issued on behalf of such Borrower which becomes the subject of any Order. Payment in respect of each such Letter shall be due forthwith upon demand in the currency in which such Letter is denominated. The LC Issuer shall apply such funds received from a Borrower to (a) satisfy any reimbursement obligations of such Borrower to the LC Issuer under Section 9.4, or (b) refund to such Borrower any amounts payable by the LC Issuer to such Borrower under Section 13.2.

9.6 Reimbursement Obligation for Maturing Bankers' Acceptances

The Canadian Borrower hereby unconditionally agrees to pay to the Lenders on the maturity date (whether at stated maturity, by acceleration or otherwise) of each Bankers'

Acceptance drawn by the Canadian Borrower the undiscounted face amount of such then-maturing Bankers' Acceptance. The obligation of the Canadian Borrower to reimburse the Lenders for then-maturing Bankers' Acceptances may be satisfied by the Canadian Borrower by:

(a) paying to the Lenders, in accordance with Section 3.8, on the maturity date of such Bankers' Acceptances an amount equal to the aggregate undiscounted face amount thereof, provided that the Canadian Borrower shall notify the Administrative Agent of its intention to reimburse the Lenders in such manner prior to 10:00 a.m. (Toronto time) on such maturity date;

(b) replacing the maturing Bankers' Acceptances with new Bankers' Acceptances in accordance with Section 5.1; or

(c) converting the maturing Bankers' Acceptances into a Loan in accordance with Section 6.3, 6.6 or 6.7.

In no event shall the Canadian Borrower claim from the Lenders any grace period with respect to the aforesaid obligation of the Canadian Borrower to reimburse the Lenders.

9.7 Repayments of Credit Excess

The Canadian Borrower shall repay to the Administrative Agent for the account of the relevant Lenders on demand by the Administrative Agent the amount of any Credit Excess (Canadian Commitment Amount) existing from time to time, any such repayment to be made no later than one Banking Day after the making of such demand. To the extent any such Credit Excess (Canadian Commitment Amount) results solely from currency fluctuations, no such demand shall be made (unless a Default has occurred and is continuing) unless the amount of any such Credit Excess (Canadian Commitment Amount) at the time of such demand exceeds 105% of the amount of the Canadian Commitment Amount at such time. The U.S. Borrower shall repay to the Administrative Agent for the account of the relevant Lenders on demand by the Administrative Agent the amount of any Credit Excess (U.S. Commitment Amount) existing from time to time, any such repayment to be made no later than one Banking Day after the making of such demand. To the extent any such Credit Excess (U.S. Commitment Amount) results solely from currency fluctuations, no such demand shall be made (unless a Default has occurred and is continuing) unless the amount of any such Credit Excess (U.S. Commitment Amount) at the time of such demand exceeds 105% of the amount of the U.S. Commitment Amount at such time. The Borrowers shall repay to the Administrative Agent for the account of the relevant Lenders on demand by the Administrative Agent the amount of any Credit Excess (Borrowing Base) existing from time to time, any such repayment to be made no later than one Banking Day after the making of such demand.

9.8 Currency of Repayment

All payments and repayments of outstanding credit hereunder shall be made in the currency of such outstanding credit.

9.9 BA Repayments

No prepayment of Bankers' Acceptances shall be made by the Canadian Borrower prior to the maturity date of such Bankers' Acceptances. If the Borrowers shall be required to repay Obligations under the Credit Facility in an amount that would otherwise require the Canadian Borrower to prepay Bankers' Acceptances, then the Canadian Borrower may satisfy its obligations with respect to any such outstanding Bankers' Acceptances by delivering to the Administrative Agent, for distribution to the Lenders, cash collateral equal to the undiscounted face amount at maturity of each Bankers' Acceptance required to be so prepaid on such terms as are acceptable to the Administrative Agent. To the extent that the Canadian Borrower deposits cash collateral for any such Bankers' Acceptances, the amount of such Bankers' Acceptances shall (a) be treated as repaid for purposes of any prepayment or repayment requirement herein and (b) not constitute Indebtedness for purposes of calculation of the financial covenants herein. Such amounts paid to the Administrative Agent (the "**Repaid Amount**") shall be invested by the Administrative Agent until the maturity date of such Bankers' Acceptances. As soon as practical after the applicable maturity date(s), the Administrative Agent shall remit all interest earned on the Repaid Amount to the Canadian Borrower (or, if applicable, apply such amount in accordance with Section 14.20) and the Repaid Amount shall be applied against, and shall reduce, pro rata among the Lenders the obligations of the Canadian Borrower to pay amounts then or thereafter payable under such Bankers' Acceptances, at the times such amounts become payable thereunder. If the Canadian Borrower shall have so provided for any Bankers' Acceptances accepted by a Lender, then (unless such deposit with the Administrative Agent has been rescinded or otherwise is required to be returned by the Administrative Agent for any reason), as between the Canadian Borrower and such Lender, such Lender shall thereafter be solely responsible for the payment of the face amount of such Bankers' Acceptances as have been accepted by such Lender to the holder or holders thereof in accordance with the terms thereof.

ARTICLE 10
REPRESENTATIONS AND WARRANTIES

10.1 Representations and Warranties

To induce the Lenders and the Administrative Agent to enter into this agreement and to induce the Lenders to extend credit hereunder, the Borrowers hereby represent and warrant to the Lenders and the Administrative Agent, as of the date of this agreement, as of the date of each extension of credit hereunder, and as of the last day of each Fiscal Quarter, as follows and acknowledge and confirm that the Lenders and the Administrative Agent are relying upon such representations and warranties in entering into this agreement and in extending credit hereunder:

(a) **Status and Power.** Each Obligor is a corporation, partnership or other entity duly incorporated, formed and validly existing under the laws of its jurisdiction of incorporation or formation. Each Obligor is duly qualified, registered or licensed in all jurisdictions where such qualification, registration or licensing is required for such Obligor to carry on its business, except to the extent that any failure to do so would not have a Material Adverse Effect. Each Obligor has all requisite capacity, power and authority to own, hold under licence or lease its properties and to carry on its business, except to the extent that any failure to do so would not have a Material Adverse Effect. Each Obligor has all requisite capacity, power and authority to enter into, and carry out the transactions contemplated by, the Loan Documents to which it is a party.

(b) **Authorization and Enforcement of Loan Documents.** All necessary action, corporate or otherwise, has been taken to authorize the execution, delivery and performance of the Loan Documents by each Obligor which is a party thereto. Each Obligor has duly executed and delivered the Loan Documents to which it is a party. The Loan Documents are legal, valid and binding obligations of each Obligor party thereto, enforceable against such Obligor by the Lenders in accordance with their respective terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium, reorganization and other laws of general application limiting the enforcement of creditors' rights generally, the fact that the courts may deny the granting or enforcement of equitable remedies and the fact any rights of indemnity therein may not be enforceable to the extent determined contrary to public policy.

(c) **Compliance with Other Instruments.** The execution, delivery and performance by each Obligor of the Loan Documents to which it is a party, and the consummation of the transactions contemplated herein and therein do not and will not conflict with, result in any breach or violation of, or constitute a default under the terms, conditions or provisions of the articles of incorporation or by laws of, any unanimous shareholder agreement or declaration relating to, or other applicable charter documents of, such Obligor. The execution, delivery and performance by each Obligor of the Loan Documents to which it is a party, and the consummation of the transactions contemplated herein and therein do not and will not conflict with any Applicable Law or of any agreement, lease, licence, permit or other instrument to which such Obligor is a party or is otherwise bound or by which such Obligor benefits or to which its property is subject, except to the extent that any such conflict would not have a Material Adverse Effect. No consents, approvals, acknowledgements, undertakings, directions or other documents or instruments of or from any Person which have not already been provided to the Administrative Agent are required by any Obligor to implement the transactions contemplated by the Loan Documents.

(d) **Litigation.** There are no actions, suits, inquiries, claims or proceedings which have been commenced or have been threatened (in writing) against or affecting any NFI Entity before any Official Body which could reasonably be expected to have a Material Adverse Effect.

(e) **Title to Assets and Priority of Security.**

(i) Each NFI Entity owns all of its property and assets, free from any Liens other than Permitted Liens, and no Person has any agreement or right to acquire any of such property or assets out of the ordinary course of business except in accordance with this agreement.

(ii) Subject only to Permitted Liens, the Security Documents create valid, first ranking security interests in the collateral defined therein of each Obligor in which such Obligor now has rights, and are sufficient to create valid, first ranking security interests in such collateral in which such Obligor hereafter acquires rights when those rights are acquired, in each case to secure payment and performance of the obligations of the Obligors under the Guaranteed Documents.

(iii) The shares of any NFI Entity which are subject to the Security are fully paid and not subject to any option to purchase or similar rights. The constitutional documents of companies whose shares are subject to the Security do not and could not restrict or inhibit any transfer of those shares on creation or enforcement of Security. There are no agreements in force which provide for the issue or allotment of, or grant any person the right to call for the issue or allotment of, any share or loan capital of any NFI Entity (including any option or right of pre-emption or conversion).

(f) **Conduct of Business.** No Obligor is in violation of any mortgage, lease, franchise, licence, certificate of approval, permit, judgment, decree, order, statute, rule, law or regulation relating in any way to itself or to the operation of its business or to its property or assets, the violation of which could reasonably be expected to have a Material Adverse Effect. Each Obligor has all licenses, certificates of approval, permits, registrations, approvals and consents which are required to own its properties and assets and to operate its business, the absence of which could reasonably be expected to have a Material Adverse Effect.

(g) **Solvency.**

(i) No Obligor has:

(A) admitted its inability to pay its debts generally as they become due or failed to pay its debts generally as they become due;

(B) filed an assignment or petition in bankruptcy or a petition to take advantage of any insolvency statute;

(C) made an assignment for the benefit of its creditors;

(D) consented to the appointment of a receiver of the whole or any substantial part of its assets;

(E) filed a petition, notice or answer seeking a reorganization, proposal, arrangement, adjustment or composition under applicable bankruptcy laws or any other Applicable Law; or

(F) been adjudged by a court having jurisdiction a bankrupt or insolvent, nor has a decree or order of a court having jurisdiction been entered for the appointment of a receiver, liquidator, trustee or assignee in bankruptcy with such decree or order having remained in force and undischarged or unstayed for a period of 30 days; and

(ii) Each Borrower is, individually, and the Obligors are, taken as a whole, Solvent after giving effect to the transactions contemplated by the Loan Documents and all rights of subrogation and contribution against any other Obligor.

(h) **Tax Returns and Taxes.** Each Obligor has filed all material tax returns and tax reports required by law to have been filed by it and has paid all material taxes and governmental charges thereby shown to be owing, except any such taxes or charges which are being diligently contested in good faith by appropriate proceedings and for which adequate reserves in accordance with generally accepted accounting principles shall have been set aside on its books.

(i) **Subsidiaries.** As of the date of this agreement, there are no subsidiaries of the Canadian Borrower other than as set forth in Schedule G hereto. As of the date of this agreement, none of the Canadian Borrower or any of its subsidiaries is a partnership, joint venture or syndicate or is, directly or indirectly, a member of or a participant in any partnership, joint venture or syndicate. Schedule G (as updated from time to time in accordance with Section 11.1(q)) contains a complete and accurate corporate organizational chart, setting forth the name and the ownership of the NFI Entities.

(j) **Environmental Compliance.**

(i) All facilities and property (including underlying groundwater) owned, leased, used or operated by the NFI Entities have been, and continue to be, owned, leased, used or operated by the NFI Entities in compliance in all respects with all Environmental Laws, except to the extent that the failure to do so has not resulted and could not reasonably be expected to result in a Material Adverse Effect;

(ii) There are no pending or threatened (in writing) (A) claims, proceedings, complaints, investigations, notices or requests for information received by any NFI Entity with respect to any alleged violation of Environmental Law, to the extent that any such alleged violation could not reasonably be expected to have a Material Adverse Effect, or (B) claims, demands, notice of potential liability letters or requests for information under CERCLA, complaints, notices or inquiries to any NFI Entity regarding actual or alleged liability under CERCLA or any other Environmental Law that has resulted or which could reasonably be expected to have a Material Adverse Effect;

(iii) There have been no Releases of Hazardous Materials at, to, on, under or from any property now or previously owned, leased, used or operated by any NFI Entity that, singly or in the aggregate, has resulted, or could reasonably be expected to have, a Material Adverse Effect;

(iv) Each NFI Entity has been issued and is in compliance in all respects with all permits, certificates, approvals, licenses and other authorizations required under any Environmental Laws to carry on its business, except to the extent the failure to do so could not reasonably be expected to have a Material Adverse Effect; and

(v) No conditions exist at, on or under any property now or previously owned, leased, used or operated by any NFI Entity which, with the passage of time, or the giving of notice or both, would give rise to liability under any Environmental Law in effect at the time, which liability could reasonably be expected to have a Material Adverse Effect.

(k) **Financial Statements.** The audited consolidated financial statements of the Canadian Borrower as of December 29, 2019 for the period ending on such date were prepared in accordance with GAAP. The balance sheets contained therein fairly present the financial condition of the Canadian Borrower as at the dates thereof and the statements of income contained therein fairly present the consolidated results of operations of the Canadian Borrower during the periods covered thereby.

(l) **Expropriation.** There is no present or threatened (in writing) expropriation of the property or assets of any Obligor the effect of which could reasonably be expected to have a Material Adverse Effect.

(m) **Assets Insured.** The property and assets of each Obligor are insured with insurers, in amounts, for risks and otherwise which are reasonable in relation to such property and assets (subject to the amount of such deductibles as are reasonable and normal in the circumstances) against loss or damage by all insurable risks and hazards**,** and there has been no default or failure by the party or parties insured under the provisions of such policies of insurance maintained which would prevent the recovery by the party or parties insured thereunder of the full amount of any insured loss except to the extent that such default or failure could not reasonably be expected to have a Material Adverse Effect. The named insured under all insurance policies maintained by any NFI Entity is not in default under any of the material provisions contained in any such insurance policies.

(n) **Employee Benefit Plans.** Each Obligor has fulfilled in all material respects its obligations under the minimum funding standards of its employee benefit and pension plans except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect. Each ERISA Company has fulfilled in its obligations under ERISA, the Code and other Applicable Law, including, without limitation, the minimum funding standards of Section 302 of ERISA and Section 412 of the Code, with respect to each Plan and timely made all contributions due to any Multiemployer Plan, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect. Neither the U.S. Borrower nor any ERISA Affiliate has incurred, or is reasonably expected to incur any Withdrawal Liability that could reasonably be expected to have a Material Adverse Effect. None of the ERISA Companies has received any notification that any Multiemployer Plan is in endangered critical or critical and declining status or has been terminated within the meaning of Title IV of ERISA that could reasonably be expected to have a Material Adverse Effect.

(o) **Labour Matters.** There are no strikes or any other labour disputes against any Obligor pending or**,** to the actual knowledge of the Borrowers, threatened which could reasonably be expected to have a Material Adverse Effect. Hours worked by and payment made to employees of the NFI Entities have not been in violation of any Applicable Law which could reasonably be expected to have a Material Adverse Effect. All payments due from each NFI Entity on account of employee health and welfare insurance which could reasonably be expected to have a Material Adverse Effect if not paid have been paid or accrued as a liability on the books of such NFI Entity.

(p) **Intellectual Property.** Each Obligor owns or is licensed or otherwise has the right to use all Intellectual Property that is used in the operation of their businesses without conflict with the rights of any other Person (other than any Intellectual Property the absence or non-proprietary ownership of which, or any such conflict with respect to which, would not result in a Material Adverse Effect). No Obligor has received any written notice or has actual knowledge of any claim of infringement or similar claim or proceeding relating to any of the Intellectual Property other than those which would not reasonably be considered to result in a Material Adverse Effect. To the knowledge of each Obligor, no third party has made or is making any unauthorized use of any of the Intellectual Property owned by such Obligor (the "**Owned Intellectual Property**"), or has infringed or misappropriated or is infringing or misappropriating any of the Owned Intellectual Property, in a manner which could reasonably be expected to result in a Material Adverse Effect. Each Obligor has taken all steps considered by it to be commercially reasonable to maintain and protect the Owned Intellectual Property other than that which is not material. Each Obligor has not received any written assertion of, or opposition to file, validity or enforceability, entitlement or otherwise in respect of any of such Owned Intellectual Property which could reasonably be expected to result in a Material Adverse Effect. All Owned Intellectual Property is valid and, to the knowledge of each Obligor, nothing has been done or omitted which jeopardizes the validity, subsistence, or enforceability of any of the Owned Intellectual Property, in each case other than in a manner which could reasonably be expected to result in a Material Adverse Effect. All applications, registrations, filings, renewals and payments necessary to preserve the rights of each Obligor on and to any material registered Owned Intellectual Property have been duly filed, made, prosecuted, maintained, are in good standing and are recorded in the name of such Obligor except where failure to file, make, protect, maintain, keep in good standing or record the same results in a Material Adverse Change.

(q) **Regulation U or X.** The U.S. Borrower is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock, and no proceeds of any credit obtained hereunder shall be used for a purpose which violates, or would be inconsistent with, Regulation U or X of the F.R.S. Board. Terms for which meanings are provided in Regulation U or X of the F.R.S. Board or any regulations substituted therefor, as from time to time in effect, are used in this Section with such meanings.

(r) **No Omissions.** None of the representations set forth in this Section 10.1 omits to state any material fact necessary to make such representation or statement of fact not misleading in any material respect at the time made or deemed made.

(s) **Material Adverse Change.** No Material Adverse Change has occurred since the date of the most recent audited financial statements of the Canadian Borrower delivered to the Lenders; provided, for greater certainty, the projected impacts of COVID-19 on the business, operations or financial condition of the NFI Entities during **[time periods and particulars of document redacted]** shall not constitute a Material Adverse Change.

(t) ***Proceeds of Crime (Money Laundering) and Terrorist Financing Act*** **(Canada).** The Canadian Borrower's most recent audited consolidated balance sheet states that the Canadian Borrower has net assets of at least Cdn.$75,000,000 on a consolidated basis. The Canadian Borrower's shares are traded on a Canadian stock exchange or a stock exchange designated under subsection 262(1) of the Tax Act. The Canadian Borrower operates in a country that is a member of the Financial Action Task Force. The Canadian Borrower is not a charity registered with the Canada Revenue Agency nor does it solicit charitable financial donations from the public.

(u) **[provision redacted]**

(v) **Sanctions.** None of the Obligors or any of their subsidiaries nor, to the knowledge of the Obligors, any director, officer, employee, agent, or affiliate of the Obligors or any of their subsidiaries is a Person that is, or is owned or controlled by Persons that are: (i) the subject or target of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), the U.S. Department of State, the Canadian government, or other relevant sanctions authority (collectively, "**Sanctions**"), or (ii) located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions. For the purposes of this clause (v), "knowledge of the Obligors" shall be deemed to refer to the actual knowledge of the Obligors after appropriate inquiry and, in connection therewith, each of the Obligors confirms that it has made due and diligent inquiry of those of its officers, senior employees, consultants and agents as it considers necessary as to the matters that are the subject of this representation and warranty.

(w) **Investment Company Act.** No Borrower, nor any Person controlling any Borrower, nor any Subsidiary is or is required to be registered as an "investment company" under the Investment Company Act of 1940.

(x) **Covered Entity.** No Obligor is a Covered Entity (as such term is defined at Section 15.17).

10.2 Survival of Representations and Warranties

All of the representations and warranties of the Borrowers contained in Section 10.1 shall survive the execution and delivery of this agreement until all credit outstanding hereunder has been repaid in full and the Credit Facility has been terminated, notwithstanding any investigation made at any time by or on behalf of the Administrative Agent or any of the Lenders.

ARTICLE 11
COVENANTS

11.1 Affirmative Covenants

The Borrowers hereby covenant and agree with the Administrative Agent and the Lenders that, until all credit outstanding hereunder has been repaid in full and the Credit Facility has been terminated, or unless waived in writing in accordance with Section 14.14:

(a) **Prompt Payment.** The Borrowers shall, and shall cause each Guarantor to, duly and punctually pay or cause to be duly and punctually paid to the Administrative Agent and the Lenders (including the LC Issuer and the Swingline Lender), all amounts payable by the Borrowers or any Guarantor under the Loan Documents at the times and places and in the currency and manner mentioned therein.

(b) **Financial Reporting.** The Borrowers shall furnish the Administrative Agent with the following documents, statements and reports:

(i) within 120 days after the end of each Fiscal Year (or such longer period as is permitted by the Canadian Securities Administrators for filings of annual financial statements by public issuers and which is deemed necessary by the Canadian Borrower, acting reasonably), a copy of the audited consolidated financial statements of the Canadian Borrower (including the management discussion and analysis) and the auditors' report thereon;

(ii) within 60 days after the end of each Fiscal Quarter (or such longer period as is permitted by the Canadian Securities Administrators for filings of quarterly financial statements by public issuers and which is deemed necessary by the Canadian Borrower, acting reasonably), a copy of the unaudited consolidated financial statements of the Canadian Borrower with respect thereto with comparison to the comparable Fiscal Quarter for the prior Fiscal Year and, for each Fiscal Quarter prior to and including the Fiscal Quarter ending December 31, 2023, an updated bank financial model in a substantially similar format to the bank financial model previously delivered by the Borrower to the Administrative Agent;

(iii) together with the financial statements delivered pursuant to paragraphs (i) and (ii) above (unless the delivery of such financial statements at any particular time has been extended beyond 120 days or 60 days, respectively, in accordance with the terms of paragraphs (i) or (ii) above, in which case together with management prepared financial statements on the 120th day following the relevant Fiscal Year end and on the 60th day following the relevant Fiscal Quarter end) a duly executed and completed compliance certificate of the Canadian Borrower, in the form attached as Schedule B hereto, evidencing compliance with the terms of this agreement, as well as any updated information with respect to Schedule G, as required pursuant to Section 11.1(q); provided that, if management prepared financial statements are delivered hereunder for any particular period, the Borrowers shall together with the financial statements delivered pursuant to paragraphs (i) and (ii) above, as applicable, in respect of such period, also deliver a written reconciliation setting forth the differences that would have resulted if the relevant compliance certificate had been prepared on the basis of the financial statements delivered pursuant to paragraphs (i) and (ii) above;

(iv) within 120 days after the end of each Fiscal Year, a consolidated annual budget of the Canadian Borrower for the current Fiscal Year; and

(v) **[Intentionally deleted]**;

(vi) within 5 Banking Days after the end of each calendar month prior to and including the calendar month ending December 31, 2023, a duly executed and completed certificate of the Canadian Borrower evidencing compliance with Section 11.1(x) as of the last day of such calendar month;

(vii) as soon as available and in any event within 20 days after the close of each calendar month prior to and including the calendar month ending December 31, 2023, a Borrowing Base Report dated as of, and reflecting amounts as of, the close of business on the last day of the preceding calendar month;

(viii) as soon as available and in any event within 29 days after the close of each calendar month prior to and including the calendar month ending December 31, 2023:

(A) a copy of the unaudited consolidated monthly financial statements of the Canadian Borrower for such calendar month;

(B) a supply chain update;

(C) a weekly line entry data for such calendar month compared to the annual operating plan and the equivalent unit delivery forecast for the subsequent 8 weeks;

(D) a rolling 13-week cash flow forecast; and

(E) ~~(v) on May 2, 2023 (or, if the Covenant Increase Option has been exercised in accordance with Section 11.1(dd), November 1, 2023), a~~ duly executed and completed ~~compliance~~monthly reporting certificate of the Canadian Borrower, in the form attached as Schedule ~~B~~N hereto, ~~evidencing compliance with the terms hereof~~

~~including a *pro forma* Total Leverage Ratio at less than 3.75 to 1 calculated based on the ratio of (x) the aggregate Indebtedness of the Canadian Borrower on a consolidated basis as of the date of such determination to (y) Adjusted EBITDA of the Canadian Borrower determined on a consolidated basis for the Rolling Period ended April 2, 2023 (or, if the Covenant Increase Option has been exercised~~in respect of, among other things, the matters set forth in ~~accordance with~~this Section 11.1(~~dd~~b)~~, for the Rolling Period ended October 2, 2023~~(viii);

~~(vi) at all times prior to the Reversion Date, within 5 Banking Days after the end of each calendar month, a duly executed and completed certificate of the Canadian Borrower evidencing compliance with Section 11.1(x) as of the last day of such calendar month;~~

(ix) **[provision redacted]**;

(x) upon request by the Administrative Agent from time to time, a report from a third party valuator acceptable to the Administrative Agent confirming the Borrowing Base value as at the last day of the calendar month most recently the subject of a Borrowing Base Report delivered to the Agent pursuant to Section 11.1(b)(vii);

(xi) ~~(vii) at all times during the Covenant Increase Option Period, within 5 Banking Days after the end of each calendar month, a business/supply chain update in accordance with Section 11.1(dd)(i); and~~at any time prior to December 31, 2023, the Borrower shall promptly notify the Administrative Agent in writing of any request by any surety or bonding provider for an Obligor to post collateral (whether by way of cash collateral, letters of credit or guarantee or otherwise); and

(xii) ~~(viii)~~ such other documents, statements and reports in respect of the NFI Entities, their properties or the Business as the Lenders may reasonably request.

(c) **Corporate Existence.** The Borrowers shall, and shall cause each other Obligor to, maintain its corporate existence and shall maintain all requisite capacity, power and authority to become and remain duly qualified, registered or licensed to (i) carry on its business in each jurisdiction in which such qualification is necessary for the proper conduct of its business, (ii) own, hold under licence or lease its properties in each jurisdiction in which such qualification is necessary for the proper conduct of its business and (iii) carry out the transactions contemplated by the Loan Documents to which such Obligor is a party except, in the case of clauses (i) and (ii), where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) **Conduct of Business.** The Borrowers shall, and shall cause each other Obligor to, conduct its business in such a manner so as to comply with all Applicable Law and so as to observe and perform all its obligations under all agreements (including, without limitation, the Loan Documents) to which each is a party or is otherwise bound or by which it benefits or to which its property is subject and which are necessary for the proper conduct of its business, except to the extent that any failure to do so would not have a Material Adverse Effect. The Borrowers shall, and shall cause each other Obligor to, perform in all material respects all obligations incidental to any trust imposed upon it by statute and shall ensure that any material breaches of the said obligations and the consequences of any such breach shall be promptly remedied. The Borrowers shall, and shall cause each other Obligor to, obtain and maintain all licenses, permits, registrations, approvals, franchises, authorizations and other rights which are required to own its properties and assets and to operate its business, except to the extent that any failure to do so would not have a Material Adverse Effect.

(e) **Use of Proceeds.** The proceeds of the credit obtained under the Credit Facility shall be used by the Borrowers for (i) to refinance the Existing Credit Agreement and otherwise (ii) for general corporate purposes of the Borrowers and their respective Subsidiaries, including for capital expenditures, Permitted Investments, Distributions permitted hereunder and Permitted Acquisitions. Notwithstanding the foregoing, no Lender shall be required to extend credit hereunder for the purpose of financing a Hostile Acquisition if, within 10 Banking Days of confidential written notice by the Canadian Borrower to each of the Lenders of a proposed use of the Credit Facility to finance a Hostile Acquisition with particulars of the target entity thereof, such Lender has provided the Borrowers with notice of a Conflict of Interest in respect thereof (provided that any such conflict in respect of any particular Lender or Lenders shall not affect the obligations of all other Lenders to advance funds hereunder for such purpose). ~~Prior to the Reversion Date, the~~The Borrowers shall not drawdown credit under the Credit Facility for the purpose of accumulating and/or maintaining cash in depository or investment accounts outside the ordinary course of business, it being acknowledged and agreed that the foregoing shall not restrict the ability of the Borrower to have, at any time, up to $50,000,000 in the aggregate on deposit in their bank accounts.

(f) **Interest Coverage Ratio**. The Borrowers shall maintain at all times an Interest Coverage Ratio as follows:

(i) greater than 2.0 to 1 from October 4, 2021 until the Fiscal Quarter ending January 2, 2022;

(ii) greater than ~~1.50~~2.0 to 1 from ~~January 3, 2022 until the Fiscal Quarter ending~~ July 3, 2023 until the Fiscal Quarter ending October ~~2~~1, ~~2022;~~

~~(iii)~~ 2023;

(iii) greater than ~~2.0~~2.50 to 1 from October ~~3~~2, ~~2022~~2023 until the Fiscal Quarter ending ~~January 1, 2023;~~

~~(iv) greater than 2.5 to 1 from January 2, 2023 until the Fiscal Quarter ending April 2~~December 31, 2023; and

(iv) ~~(v)~~ greater than 3.0 to 1 at all times thereafter.

(f) (1) **Annualized Interest Coverage Ratio.** The Borrowers shall maintain at all times an Annualized Interest Coverage Ratio greater than 1.50 to 1 from October 3, 2022 until the Fiscal Quarter ending July 2, 2023.

(g) **Total Leverage Ratio.**

~~(A) **Other than During the Covenant Increase Option Period.**~~ The Borrowers shall maintain at all times ~~(other than during the Covenant Increase Option Period)~~ a Total Leverage Ratio as follows:

(i) at less than 5.25 to 1 from October 4, 2021 until the Fiscal Quarter ending January 2, 2022;

(ii) at less than ~~6.25~~4.50 to 1 from July ~~4, 2022 until the Fiscal Quarter ending October 2, 2022;~~

~~(iii) at less than 5.25 to 1 from October~~ 3, ~~2022~~2023 until the Fiscal Quarter ending ~~January~~October 1, 2023;

(iii) ~~(iv)~~ at less than 4.00 to 1 from ~~January~~October 2, 2023 until the Fiscal Quarter ending ~~April 2~~December 31, 2023; and

(iv) ~~(v)~~ at less than 3.75 to 1 at all times thereafter.

Notwithstanding the foregoing, if a Material Acquisition occurs, the maximum permitted Total Leverage Ratio shall, for the Fiscal Quarter in which the Permitted Acquisition occurs and each of the three Fiscal Quarters thereafter, be increased by 0.50 to 1. If the maximum permitted Total Leverage is increased pursuant to the preceding sentence, no such increase with respect to a subsequent Material Acquisition may occur until the four Fiscal Quarter period of such increase in the Total Leverage Ratio has expired.

Notwithstanding the Borrowers are not required to maintain a ~~minimum~~maximum Total Leverage Ratio for the period from January 3, 2022 until the Fiscal Quarter ending July ~~3~~2, ~~2022~~2023 (the "**Waiver Period**"), the Borrowers shall continue to report on the Total Leverage Ratio during such period pursuant to the compliance certificates required to be delivered during the Waiver Period pursuant to Section 11.1(b)(iii).

~~(B) **During the Covenant Increase Option Period**~~(g)(1) **Annualized Total Leverage Ratio.** The Borrowers shall maintain at all times ~~during the Covenant Increase Option Period a~~an Annualized Total Leverage Ratio ~~as follows:(i)~~ at less than ~~5.75~~5.00 to 1 from October 3, 2022 until the Fiscal Quarter ending ~~January 1, 2023;~~

~~(ii) at less than 4.50 to 1 from January 2, 2023 until the Fiscal Quarter ending April 2, 2023;~~

~~(iii) at less than 4.25 to 1 from April 3, 2023 until the Fiscal Quarter ending July 2, 2023;~~

~~(iv) at less than 4.00 to 1 from July 3, 2023 until the Fiscal Quarter ending October 1, 2023; and~~

~~(v) at less than 3.75 to 1 at all times thereafter~~July 2, 2023.

(h) **Insurance.** The Borrowers shall, and shall cause each other Obligor to, insure and keep insured, with reputable and financially sound insurers, all of its property and assets customarily insured by companies carrying on a similar business or owning or operating similar property and assets against customary risks and for customary amounts, and upon the request of the Administrative Agent, shall provide the Administrative Agent with copies of all such insurance policies.

(i) **Taxes.** The Borrowers shall, and shall cause each other Obligor to, pay or cause to be paid all material taxes, rates, government fees and dues levied, assessed or imposed upon such Obligor, and upon its property or assets or any part thereof, as and when the same become due and payable, save and except when and so long as the validity of any such taxes, rates, fees, dues, levies, assessments or imposts is being contested in good faith by proper legal proceedings and reserves are being maintained in accordance with GAAP.

(j) **Reimbursement of Expenses.** The Borrowers shall reimburse the Lenders, on demand, for all reasonable out-of-pocket costs, charges and expenses incurred by it or on its behalf (including, without limitation, the reasonable fees and out-of-pocket disbursements of its legal counsel and any review of the Borrowing Base) in connection with the Lenders' due diligence with respect to the subject financing as well as the development, negotiation, preparation, execution, delivery, interpretation and enforcement of the Loan Documents and all other documentation ancillary to the completion of the transactions contemplated hereby and thereby and any amendments hereto or thereto and any waivers of any provisions hereof or thereof (whether or not consummated or entered into).

(k) **Books and Records.** The Borrowers shall, and shall cause each other NFI Entity to, keep proper books of account and records covering all their respective business and affairs on a current basis, make full, true and correct entries of their respective transactions in such books, set aside on their respective books from their respective earnings all such proper reserves as required by GAAP.

(l) **Notice of Litigation.** The Borrowers shall promptly notify the Administrative Agent of any actions, suits, claims or proceedings commenced or threatened in writing against or affecting any NFI Entity before any Official Body which in any case or in the aggregate could reasonably be expected to be adversely determined and, if so determined, could reasonably be expected have a Material Adverse Effect.

Such notice shall include a description of such action, suit, claim or proceeding and, if available, the Borrowers' assessment of the duration, outcome and effect thereof.

(m) **Notice of Default or Event of Default.** Upon the occurrence of either a Default or an Event of Default of which any Borrower is aware, such Borrower shall promptly deliver to the Administrative Agent a notice specifying the nature and date of occurrence of such Default or Event of Default, the Borrowers' assessment of the duration and effect thereof and the action which the Borrowers propose to take with respect thereto.

(n) **Inspection of Assets and Operations.** The Borrowers shall, and shall cause each other NFI Entity to, permit the Administrative Agent and its officers, employees, agents and representatives once per calendar year (or upon request of the Administrative Agent if an Event of Default has occurred and is continuing) to inspect the property, assets and operations of each NFI Entity and, for such purpose, to enter each NFI Entity's premises and permit, and cause each other NFI Entity to permit, representatives of the Administrative Agent to inspect its books of account, records and documents (and to make copies therefrom) during reasonable business hours and upon reasonable notice.

(o) **Environmental Matters.** The Borrowers shall, and shall cause each other NFI Entity to:

(i) use and operate all of its facilities and properties in compliance in all material respects with all Environmental Laws, keep all permits, approvals, certificates, licences and other authorizations relating to environmental matters in effect and remain in compliance in all material respects therewith, and handle all Hazardous Materials in compliance with all applicable Environmental Laws, except, in each case, where the failure to do so could not reasonably be expected to have a Material Adverse Effect;

(ii) promptly notify the Administrative Agent and provide copies upon receipt of all written claims, complaints or notices relating to the condition of its facilities and properties or compliance with Environmental Laws, which claims, complaints or notices relate to matters which would have, or may reasonably be expected to have, a Material Adverse Effect and shall proceed diligently to resolve any such claims, complaints or notices relating to compliance with Environmental Laws; and

(iii) provide such information and certifications which the Administrative Agent may reasonably request from time to time to evidence compliance with this Section 11.1(o).

(p) ~~**Obligations of the Obligors.** The Borrowers shall, and shall cause each Guarantor to, at all times on and following the Security Discharge Date cause the Indebtedness of each Obligor to the Lenders (including, without limitation, all such Indebtedness under the Guaranteed Documents), to rank *pari passu* with all other senior unsecured unsubordinated Indebtedness of such Obligor.~~**[Intentionally deleted]**

(q) **Change in Scheduled Information.** At the time of the next delivery by the Borrowers to the Administrative Agent of the compliance certificate to be delivered pursuant to Section 11.1(b)(iii) with respect to the financial statements referred to in Sections 11.1(b)(i) and 11.1(b)(ii), the Borrower shall deliver an updated corporate structure chart and provide reasonable details of any change therein to the Administrative Agent and Schedule G shall thereupon be deemed to be amended accordingly (and, for greater certainty, no breach of representation and warranty shall result solely as a result of the information set out in Schedule G changing during the period between any such compliance certificates).

(r) **ERISA and Non-U.S. Plans.** The Borrowers shall, and shall cause each ERISA Company or, as applicable, other Obligor to, furnish to the Administrative Agent:

(i) promptly after receipt thereof (but in no event later than 30 days after such receipt), a copy of any notice any ERISA Company receives after the date of this agreement from the PBGC relating to the intention of the PBGC to terminate any Plan or Plans or to appoint a trustee to administer any Plan or Plans, if such termination or appointment would result in a Material Adverse Effect;

(ii) within 10 days after the due date for filing with the PBGC pursuant to Section 412(n) of the Code of a notice of failure to make a required instalment or other payment with respect to a Plan, a statement of a financial officer setting forth details as to such failure and the action proposed to be taken with respect thereto, together with a copy of such notice given to the PBGC, but only if such failure to make a required instalment would result in a Material Adverse Effect;

(iii) promptly and in any event within 30 days after receipt thereof by any ERISA Company from the sponsor of a Multiemployer Plan, a copy of each notice received by any ERISA Company concerning (A) the imposition of any Withdrawal Liability or (B) a determination that a Multiemployer Plan is, or is expected to be, terminated or in critical and declining status, in each case within the meaning of Title IV of ERISA, but only if the imposition of such Withdrawal Liability, in the case of clause (A), or such termination or critical and declining status, in the case of clause (B), would result in a Material Adverse Effect;

(iv) promptly and in any event within 15 Banking Days after the filing or receipt thereof, a copy of any other report or notice that any ERISA Company files under ERISA or the Code with the Internal Revenue Service, the PBGC or the U.S. Department of Labour with respect to any Plan or Multiemployer Plan, or receives from the Internal Revenue Service, the PBGC or the U.S. Department of Labour or from any Multiemployer Plan, if such report or notice concerns an event or action that would result in a Material Adverse Effect; and

(v) promptly and in any event within 15 Banking Days after the filing or receipt thereof, a copy of any report or notice received by any Obligor in connection with the imposition of a financial penalty (which for this purpose shall mean any tax, penalty or other liability, whether by way of indemnity, or otherwise) with respect to one or more Non-U.S. Plans, if such report or notice concerns an event or action that would result in a Material Adverse Effect.

(s) **Intercompany Indebtedness.** The Borrowers shall cause all Indebtedness owing by any Obligor to any Excluded Subsidiary to be subordinated and postponed, pursuant to the Postponement and Subordination Undertaking, to the Indebtedness of such Obligor to the Lenders (including, without limitations, all such Indebtedness under the Guaranteed Documents), and cause the making of payments thereunder to be postponed for so long as a Default has occurred and is continuing. The Borrowers shall cause any such Excluded Subsidiary, prior to the incurrence of any such Indebtedness, to execute and deliver to the Administrative Agent the Postponement and Subordination Undertaking or an instrument of adhesion thereto.

(t) **Minimum Obligor EBITDA and Total Asset Value.** The Borrowers shall ensure, at all times, that (i) at least 80% of aggregate amount of Adjusted EBITDA on a consolidated basis shall be directly attributable to the Obligors and (ii) at least 80% of Consolidated Total Assets shall be owned directly by the Obligors, in each case tested on ~~(x)~~ the last Banking Day of each Fiscal Quarter (for the Rolling Period then ended in the case of clause (i)) and reported on in each compliance certificate delivered pursuant to Section 11.1(b)(iii) or Section 12.2(d)(vi) ~~and (y) October 31, 2020 (for the Rolling Period ended September 27, 2020) and reported on in the compliance certificate delivered pursuant to Section 11.1(b)(v),~~ and shall from time to time undesignate Excluded Subsidiaries (in accordance with the definition thereof), if required, to ensure compliance therewith.

(u) **Anti-Corruption Laws.** The Obligors will maintain in effect policies and procedures designed to promote compliance by the Obligors, their subsidiaries, and their respective directors, officers, employees and agents with the FCPA and any other applicable anti-corruption laws. No part of the proceeds of the credit obtained under the Credit Facility will be used by the Obligors, their subsidiaries, and their respective directors, officers, employees and agents, directly or indirectly, in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of the FCPA or any other applicable anti-corruption law.

(v) **Sanctions.** The Borrowers will not, directly or indirectly, use the proceeds of the credit obtained under the Credit Facility, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, (i) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions, or (ii) in any other manner that would result in a violation of Sanctions by any Person (including any Person participating in the Loans, or any other credit contemplated hereunder, whether as underwriter, advisor, investor, or otherwise) and shall maintain in effect policies and procedures designed to promote compliance by the Obligors, their subsidiaries, and their respective directors, officers, employees and agents with respect to the foregoing.

(w) **Keepwell.** Each Qualified ECP Guarantor jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Obligor to honour all of its obligations under its Borrower Guarantee or its Guarantee, as applicable, in respect of Hedging Obligations incurred pursuant to a Capital Market Agreement (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 11.1(w) for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 11.1(w), or otherwise under its Borrower Guarantee or its Guarantee, as applicable, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 11.1(w) shall remain in full force and effect until discharged in accordance with the provisions of its Borrower Guarantee or its Guarantee, as applicable. Each Qualified ECP Guarantor intends that this Section 11.1(w) constitute, and this Section 11.1(w) shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Obligor for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

(x) **Minimum Liquidity**. The Borrowers shall at all times ~~(i)~~ prior to ~~the Reversion Date and other than during the Covenant Increase Option Period,~~January 1, 2024 maintain Liquidity in an amount equal to or greater than $~~50,000,000~~250,000,000 (after giving effect to any drawdown hereunder)~~ and (ii) prior to the Reversion Date and during the Covenant Increase Option Period, maintain Liquidity in an amount equal to or greater than $150,000,000 (after giving effect to any drawdown hereunder)~~.

(x)(1) **Minimum Adjusted EBITDA.** The Canadian Borrower shall maintain a minimum Adjusted EBITDA (determined on a consolidated basis) as follows:

(i) for the period from and including October 3, 2022 and ending on January 1, 2023, greater than $45,000,000;

(ii) for the period from and including October 3, 2022 and ending on April 2, 2023, greater than $80,000,000; and

(iii) for the period from and including October 3, 2022 and ending on July 2, 2023, greater than $125,000,000;

provided that for purposes only of this Section 11.1(x)(1), Adjusted EBITDA shall be calculated inclusive of adjustments for the Canadian Borrower (on a consolidated basis) in any particular Fiscal Quarter (the "**Relevant Fiscal Quarter**") up to a maximum aggregate amount of $5,000,000 for the Relevant Fiscal Quarter for the impact of any delivery of inventory expected to be completed in the Relevant Fiscal Quarter but ultimately realized in the immediately following Fiscal Quarter provided that such delivery has been completed within 60 days of the end of the Relevant Fiscal Quarter; for certainty, any such adjustments shall be without duplication and not counted in the following Fiscal Quarter.

(y) ~~**Total Net Debt to Capitalization Ratio**. From~~**Total Net Debt to Capitalization Ratio**. The Borrowers shall maintain at all times a Total Net Debt to Capitalization Ratio as follows:

(i) from October 4, 2021 until ~~the Fiscal Quarter ending~~ July 3, 2022,~~ the Borrowers shall maintain at all times a Total Net Debt to Capitalization Ratio of~~ less than 0.70 to 1; and

(ii) from July 4, 2022 until October 2, 2022, less than 0.60 to 1.

(z) **Security**. The Borrowers shall take all reasonable steps to ensure that the security interests created by the Security Documents constitute at all times~~ prior to the Security Discharge Date~~ valid, enforceable and, subject to Permitted Liens, first ranking, perfected security interests in the collateral defined therein and shall, at their own expense, do, execute, acknowledge and deliver such financing statements and further assignments, transfers, documents, acts, matters and things as may be required in order to ensure the foregoing; provided however, that no intellectual property specific security filings or recordings at the Canadian Intellectual Property Office, the United States Patent and Trademark Office or other comparable foreign offices (collectively the "**IP Security Filings**") shall be completed against the intellectual property of the Obligors until (x) a Default has occurred which is continuing and (y) the Administrative Agent has provided notice to the Borrowers that such IP Security Filings shall be completed.

(aa) **Post-Closing Matters**. The Borrowers shall cause to be delivered to the Administrative Agent, on or prior to 60 days following the Third Amendment Effective Date, the Intercreditor Agreement and the Security Documents described in Schedule M, in form and substance satisfactory to the Administrative Agent, together with such perfection certificates, registrations, resolutions, certificates and opinions as the Administrative Agent may reasonably request.

(bb) **Specified Equity Contributions**. For the purposes of determining compliance with Sections 11.1(g) and 11.1(y), the aggregate Indebtedness of the Canadian Borrower for any particular Fiscal Quarter shall be calculated on a pro forma basis giving effect to the proceeds of any cash equity contribution received by the Canadian Borrower (funded with proceeds of (i) common equity, (ii) preferred equity, (iii) Convertible Debentures or (iv) other equity-like instruments having terms reasonably acceptable to the Majority Lenders) used to repay amounts outstanding under the Credit Facility and the U.K. Operating Facility on a pro rata basis after the last day of the applicable Fiscal Quarter with respect to which the aforementioned covenants are being tested and prior to the day that the compliance certificate is required pursuant to Section 11.1(b)(iii) to be delivered for such Fiscal Quarter (a "**Specified Equity Contribution**"). For certainty, all Specified Equity

Contributions shall also be relevant for the purposes of the calculation of Indebtedness for all other purposes (in addition to compliance with Sections 11.1(g) and 11.1(y)) including calculating basket levels, pricing, determining compliance with incurrence based or pro forma calculations or conditions, and other items governed by reference to Indebtedness.

(cc) **Amendments to U.K. Operating Facility/Most Favoured Lenders**.

(i) The Borrowers shall provide written notice to the Administrative Agent coincident with entering into any amendment, waiver or consent with respect to the U.K. Operating Facility or any provision thereof, including a summary of the terms of such amendment, waiver or consent. The Borrowers shall forthwith provide to the Administrative Agent a copy of any such amendment, waiver or consent.

(ii) If at any time after the Third Amendment Effective Date the U.K. Operating Facility is amended to add any (x) financial, affirmative, negative or restrictive covenant, (y) representation or warranty or (z) event of default, and such covenant or event of default is not contained in this agreement in substantially equivalent form or is more restrictive on any Obligor or would be more beneficial to the lenders under the U.K. Operating Facility than the analogous covenant or event of default set forth herein (any such covenant, representation and warranty or event of default, an "**Additional Covenant**"), then the Borrowers shall within ten Banking Days from the occurrence thereof provide written notice with respect to such Additional Covenant to the Administrative Agent. Thereupon, unless waived in writing by the Majority Lenders within ten Banking Days of the Administrative Agent's receipt of such notice, such Additional Covenant (including any necessary corresponding definitions) shall be deemed to be automatically incorporated into this agreement, mutatis mutandis, as if set forth fully herein, without any further action required on the part of any Person, effective as of the date when such Additional Covenant became effective under the U.K. Operating Facility. The Borrowers agree that, if requested by the Administrative Agent, the Borrowers shall enter into such amendments to this agreement as is necessary to reflect any such deemed Additional Covenants incorporated into this agreement pursuant to the terms hereof.

(iii) Any Additional Covenant incorporated into this agreement pursuant to this Section 11.1(cc) shall remain unchanged herein notwithstanding any subsequent waiver of such covenant under the U.K. Operating Facility, provided that, if any breach of such covenant is waived during any applicable grace period, the corresponding breach of such Additional Covenant shall not constitute a Default or Event of Default. Any Additional Covenant incorporated into this agreement pursuant to this Section 11.1(cc) shall be deleted herefrom upon the termination of the U.K. Operating Facility.

(iv) The breach of any Additional Covenant incorporated into this agreement pursuant to Section 11.1(cc) shall constitute an Event of Default under Section 13.1 and the period of grace (if any) applicable to the breach of such Additional Covenant in the U.K. Operating Facility shall apply hereunder. Certificates delivered to the Administrative Agent pursuant to Section 11.1(b)(iii) shall include the information (including detailed calculations) required in order to establish whether the Borrowers were in compliance during the interim or annual period covered by the applicable financial statements described in Section 11.1(b) with each financial covenant incorporated into this agreement pursuant to this Section 11.1(cc).

(dd) ~~**Covenant Increase Option.** The Borrowers may elect, by written notice to the Administrative Agent on a date which is no later than the date on which the Borrowers are required to deliver the compliance certificate pursuant to Section 11.1(b)(iii) for the Fiscal Quarter ending October 2, 2022, that for the Covenant Increase Option Period, each of the Total Leverage Ratio and the minimum Liquidity requirement provided for at Section 11.1(g)(A) and Section 11.1(x)(i), respectively, shall be increased in the manner set forth at Section 11.1(g)(B) and Section 11.1(x)(ii), respectively (together, the "**Covenant Increase Option**"); provided that, such election may only be made once during the term of this agreement and shall only be permitted and effective hereunder if:~~**[Intentionally deleted.]**

~~(i) the Administrative Agent shall have received, in form and substance satisfactory to the Administrative Agent, a management presentation, updated quarterly financing projections to the end of Fiscal Year 2024 and a business/supply chain update (which such business/supply chain update shall thereafter be provided on a monthly basis in accordance with Section 11.1(b)(vii));~~

~~(ii) no Default has occurred and is continuing at the time of, or no Default would occur or arise immediately after or as a result of, such election; and~~

~~(iii) the Borrowers are in pro forma compliance with Sections 11.1(f), 11.1(g)(ii), 11.1(x)(ii) and 11.1(y) at such time after giving effect to such election~~

(ee) **[provision redacted]**

(ff) **U.S. Flood Insurance Laws**. Notwithstanding anything express or implied to the contrary in any Loan Document, no real property collateral (or any interest therein) comprising any portion of the Security shall be located in the United States, except with the express prior written consent of the Administrative Agent and each Affected Lender, and unless subject, *inter alia*, to compliance with the regulatory requirements of U.S. Flood Insurance Laws. For certainty, no such consent shall be perpetual or definitive with respect to U.S. Flood Insurance Laws, and each Affected Lender must be satisfied for itself that any (interest in) U.S. real property comprising part of the Security continues to be compliant with U.S. Flood

Insurance Laws and such Lender's own policies and practices applicable thereto, including, without limitation, as a result of the enactment or introduction of any new statute, regulation or other requirement forming part of such U.S. Flood Insurance Laws, or any change in the application or interpretation thereof. If any Affected Lender is not so satisfied in relation to any U.S. real property collateral, it may immediately disclaim any interest therein on notice to the Administrative Agent.

As used in this Section 11.1(ff):

"**U.S. Flood Insurance Laws**" means, collectively, (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, (c) the National Flood Insurance Reform Act of 1994, (d) the Flood Insurance Reform Act of 2004; (e) the Biggert-Waters Flood Insurance Reform Act of 2012; and (f) any other law, regulation or requirement of similar scope and intent to (a) to (e) inclusive imposed by a U.S. regulator, agency or body of competent jurisdiction, as each of the foregoing is now or hereafter in effect and any successor statute, regulation or requirement to any of the foregoing.

"**Affected Lender**" means any Lender hereunder which is organized and existing (or is an affiliate or branch of any bank or commercial lender which is organized and existing) under the laws of the United States or any territorial jurisdiction thereof, the business activities and operations of which, wherever exercised or undertaken, are subject to regulatory monitoring and oversight within the competent jurisdiction of any central bank, banking regulator, or other similar agency, authority or body established in the United States, including, without limitation, with respect to the interpretation, application and enforcement of U.S. Flood Insurance Laws in the United States.

11.2 Performance of Covenants by Administrative Agent

The Administrative Agent may, on the instructions of the Majority Lenders and upon notice by the Administrative Agent to the Borrowers, perform any covenant of the Borrowers under this agreement which the Borrowers fail to perform or cause to be performed and which the Administrative Agent is capable of performing, including any covenants the performance of which requires the payment of money, provided that the Administrative Agent shall not be obligated to perform any such covenant on behalf of the Borrowers and no such performance by the Administrative Agent shall require the Administrative Agent to further perform the Borrowers' covenants or shall operate as a derogation of the rights and remedies of the Administrative Agent and the Lenders under this agreement or as a waiver of such covenant by the Administrative Agent. Any amounts paid by the Administrative Agent as aforesaid shall be reimbursed by the Lenders in their Pro Rata Shares and shall be repaid by the Borrowers to the Administrative Agent on behalf of the Lenders on demand.

11.3 Restrictive Covenants

The Borrowers hereby covenant and agree with the Administrative Agent and the Lenders that, until all credit outstanding hereunder has been repaid in full and the Credit Facility has been terminated, or unless waived in writing in accordance with Section 14.14:

(a) **Liens.** The Borrowers shall not, and shall not suffer or permit any other NFI Entity to, enter into or grant, create, assume or suffer to exist any Lien affecting any of their property, assets or undertaking, save and except only for the Permitted Liens.

(b) **Corporate Existence.** The Borrowers shall not, and shall not suffer or permit any Guarantor to, take part in any amalgamation, merger, winding-up, dissolution, or similar proceeding or arrangement other than any such transaction solely between an Obligor and another Obligor (provided the successor resulting from such amalgamation or merger remains an Obligor that has complied with Section 11.3(l)) and, prior notice of which has been provided by the Borrowers to the Administrative Agent. The Borrowers shall not suffer or permit any Excluded Subsidiary to take part in any amalgamation, merger, winding-up, dissolution, or similar proceeding or arrangement except to the extent (i) (x) the same is solely between Excluded Subsidiaries or (y) otherwise the same could not be expected to have a Material Adverse Effect or (ii) such transaction is between an Excluded Subsidiary and an Obligor (provided the successor resulting from such transaction is an Obligor, that has complied with Section 11.3(l)).

(c) **Indebtedness.** The Borrowers shall not, and shall not suffer or permit any other NFI Entity to, incur, assume or otherwise permit to exist any Indebtedness other than Permitted Indebtedness.

(d) **Disposition of Assets.** The Borrowers shall not, and shall not suffer or permit any other Obligor to, dispose (including, without limitation, by way of sale and leaseback) of or grant to any Person the right to acquire any of its assets other than (i) sales of inventory or the disposition of obsolete, worn out or no longer useful equipment or equipment which has been or is contemporaneously being replaced, in each case in the ordinary course of its business; (ii) disposals between Obligors or (iii) other transactions in any Fiscal Year for which the aggregate of the consideration on the sale for such transactions is ~~(x) prior to the Reversion Date,~~ less than $25,000,000~~ and (y) on and following the Reversion Date, the greater of $100,000,000 or 5% of the Total Consolidated Assets at the time of such proposed transaction~~.

(e) **Nature of Business.** The Borrowers shall not, and shall not suffer or permit any other NFI Entity to, carry on a business other than the Business (or a part thereof), or any business reasonably related or ancillary thereto.

(f) **Investments.** The Borrowers shall not, and shall not suffer or permit any other Obligor to, make any Investment after the date of this agreement except for (and without duplication):

(i) Investments held by any Obligor in the form of cash or Cash Equivalents;

(ii) Investments by any Obligor in another Obligor;

(iii) Investments in Excluded Subsidiaries pursuant to Permitted Daylight Loan Transactions (net of the amount of any such Investments made by Excluded Subsidiaries in Obligors in respect of the same Permitted Daylight Loan Transaction), and (b) other Investments in Excluded Subsidiaries, provided the aggregate amount of such Investments pursuant to this clause (iii) (net of any proceeds of disposition of such Investments and dividends, loan repayments or other Distributions received in respect of such Investments after the Closing Date) shall not ~~(x) prior to the Reversion Date,~~ exceed $50,000,000~~ and (y) on and following the Reversion Date, exceed the greater of (x) $75,000,000 and (y) 2.5% of Total Consolidated Assets at such time~~;

(iv) Investments by the Obligors (on a consolidated basis) in direct leasing arrangements with customers (determined as the capitalized value thereof in accordance with GAAP), up to an aggregate amount not to exceed ~~(x) prior to the Reversion Date,~~ $20,000,000~~ and (y) on~~; and ~~following the Reversion Date, the greater of (x) $150,000,000 and (y) 5% of Total Consolidated Assets at such time; and~~

(v) other Investments by Obligors on or after January 3, 2022, up to an aggregate amount (net of any proceeds of disposition of such Investments and dividends, loan repayments or other distributions received in respect of such Investments on or after January 3, 2022) ~~(x) from January 3, 2022 until the Reversion Date,~~ not to exceed at any time $50,000,000 less the aggregate amount of the purchase prices paid in respect of all Permitted Acquisitions at such time (for certainty, the aggregate amount of such purchase prices paid at such time shall be calculated inclusive of the aggregate amount of Indebtedness incurred pursuant to paragraph (j) and (k) of Permitted Indebtedness in respect of all Permitted Acquisitions at such time)~~ and (y) on and after the Reversion Date of the greater of (i) $50,000,000 and (ii) 2.5% of Total Consolidated Assets at such time of any such Investment; provided however no such restriction shall apply on and after the Reversion Date if at the time of a particular Investment, the Total Leverage Ratio at such time is less than 3.75:1.00 calculated on a proforma basis after giving effect to such Investment~~.

(g) **Acquisitions.**

The Borrowers shall not, and shall not suffer or permit any other Obligor to~~,~~:

(i) on or before ~~July 3~~December 31, ~~2022~~2023, make any Acquisitions; and

(ii) ~~from July 4, 2022 until and including January 1, 2023~~at any time thereafter, make any Acquisitions other than Permitted Acquisitions provided (x) the aggregate amount of the purchase prices paid in respect of all Permitted Acquisitions ~~during such period~~in any Fiscal Year shall not exceed $50,000,000 less the aggregate amount of Investments at such time made pursuant to Section 11.3(f)(v) (for certainty, the aggregate amount of purchase prices paid in respect of all Acquisitions at any particular time shall be calculated inclusive of the aggregate amount of Indebtedness incurred pursuant to paragraph (j) and (k) of Permitted Indebtedness at such time) (the "**Acquisition Limit Amount**")~~;~~ and

~~(iii) from January 2, 2023 until the Reversion Date, make any such Acquisitions other than Permitted Acquisition provided the aggregate amount of the purchase prices paid in respect of all Permitted Acquisitions during such period shall not exceed the Acquisition Limit Amount~~ (y) the Canadian Borrower has delivered a compliance certificate pursuant to Section 11.1(b)(iii) which such certificate evidences compliance with Section 11.1(g)(iii) (which, for certainty, can occur no earlier than the date that is 60 days following the Fiscal Quarter ending December 31, 2023).

(h) **Distributions.** The Canadian Borrower shall not~~ (i) prior to the Reversion Date, ~~:

(i) increase the current per share amount of the Canadian Borrower's regularly scheduled Distribution (which, for certainty, will be at the reduced quarterly level after taking into account the adjustment of such scheduled Distribution announced on March ~~23~~10, ~~2020), ~~2022) unless (x) no Default has occurred and is continuing at the time of, or no Default would occur or arise immediately after or as a result of, such proposed increase and (y) the Canadian Borrower has delivered a compliance certificate pursuant to Section 11.1(b)(iii) which such certificate, together with the compliance certificate delivered pursuant to Section 11.1(b)(iii) for the immediately preceding Fiscal Quarter, evidences compliance with Section 11.1(~~ii~~g) (iv) (which, for certainty, can occur no earlier than the date that is 60 days following the Fiscal Quarter ending July 2, 2024); or

(ii) make any Distribution unless at the time of a particular Distribution (x) no Default has occurred and is continuing at the time of, or no Default would occur or arise immediately after or as a result of, such Distribution and (y) the Borrowers are in pro forma compliance with Sections 11.1(f), 11.1(f)(1), 11.1(g), 11.1(g)(1), 11.1(x), 11.1(x)(1) and 11.1(y), as applicable, at such time after giving effect to such Distribution~~. Prior to the Reversion Date and~~,

provided further that, to the extent the Canadian Borrower is otherwise permitted pursuant to this Section 11.3(h) to make a Distribution, any Distribution made by the Canadian Borrower on or after October 3, 2022 (other than the regularly scheduled Distributions to be (x) declared on or about September 15, 2022 and paid on or about October 15, 2022 and (y) declared on or about March 15, 2023 and to be paid on or about April 15, 2023) shall be limited to an amount which does not exceed (i) its Excess Cash Flow for the cumulative period beginning ~~July 4~~October

3, 2022 up to and including the amount of such proposed Distribution minus (ii) the amount of its Excess Cash Flow that was distributed as dividends on the Canadian Borrower's common shares for the cumulative period beginning ~~July 4~~October 3, 2022 up to and including the amount of such proposed Distribution (the "**Excess Cash Flow Test**"). For greater certainty, the Excess Cash Flow Test shall not limit the ability of the Canadian Borrower to pay interest under the Convertible Debentures in accordance with the terms thereof provided such interest payments are otherwise permitted pursuant to this Section 11.3(h).

(i) **Transactions with Affiliates.** The Borrowers shall not, and shall not suffer to permit any other NFI Entity to, enter into any transaction (including, without limitation, any management or consulting agreement) with any affiliate of any NFI Entity other than (i) those transactions which are on commercially reasonable terms not less favourable to the NFI Entities that would be obtained in a comparable arm's-length transaction, or (ii) any Investment permitted by Section 11.3(f).

(j) **Syndicates or Partnerships.** The Borrowers shall not, and shall not suffer or permit any NFI Entity to, participate in any syndicate, joint venture or partnership if the same could reasonably be expected to have a Material Adverse Effect.

(k) **Fiscal Year.** The Borrowers shall not change their fiscal year end provided that the Borrowers shall be permitted to change their fiscal year end to December 31st with 60 days prior written notice to the Administrative Agent and the Lenders.

(l) **Subsidiaries.** The Borrowers shall not, and shall not suffer or permit any other Obligor to, acquire or establish any subsidiaries after the Closing Date (other than any such subsidiary that, at a time when no Default or Event of Default has occurred and is outstanding or would occur as a result of such designation, is designated in writing by the Canadian Borrower to the Administrative Agent as an Excluded Subsidiary) unless such subsidiary has become or, within 30 days of the time it is acquired or established becomes an Additional Guarantor as a result of delivery of the following:

(i) the Borrowers causing such subsidiary to duly execute and deliver to the Administrative Agent a Guarantee;

(ii) ~~prior to the Security Discharge Date,~~ the Borrowers shall cause such subsidiary to duly execute and deliver to the Administrative Agent one or more Security Documents in order to charge all of such subsidiary's Secured Assets as security for its obligations under, inter alia, the Guarantee referenced in paragraph (i) above;

(iii) the Borrowers delivering, or causing to be delivered to, the Administrative Agent, in form and substance satisfactory to the Administrative Agent, (A) a duly certified copy of the articles of incorporation, articles of amalgamation or similar documents and by-laws of such subsidiary, (B) a certificate of status or good standing for such subsidiary issued by the appropriate governmental body or agency of the jurisdiction in which such subsidiary is incorporated, (C) a duly certified copy of the resolution of the board of directors of such subsidiary authorizing it to execute, deliver and perform its obligations under the Loan Documents to which such subsidiary is a signatory, (D) a certificate of an officer of such subsidiary, in such capacity, setting forth specimen signatures of the individuals authorized to sign the Loan Documents to which such subsidiary is a signatory and (E) an opinion of such subsidiary's counsel addressed to the Administrative Agent and its counsel and the Lenders, relating to the status and capacity of such subsidiary, the due authorization, execution and delivery and the validity and enforceability of the Loan Documents to which such subsidiary is a party in the jurisdiction of incorporation of such subsidiary and in the Province of Ontario and such other matters as the Administrative Agent may reasonably request;

(iv) the Administrative Agent and its counsel being satisfied, acting reasonably, that all necessary approvals, acknowledgements, directions and consents have been given and that all relevant laws have been complied with in respect of all agreements and transactions referred to herein;

(v) ~~prior to the Security Discharge Date,~~ the Borrower shall forthwith cause such additional Security Documents or amendments to existing Security Documents to be executed and delivered to permit the pledge of the shares of such Subsidiary; and

(vi) to the extent applicable, all documents and instruments shall have been properly registered, recorded and filed in all places which, searches shall have been conducted in all jurisdictions which, and deliveries of all consents, approvals, acknowledgements, undertakings, directions, negotiable documents of title and other documents and instruments to the Administrative Agent shall have been made which, in the opinion of the Administrative Agent's counsel, acting reasonably, are desirable or required to make effective the Security and the intended first-ranking priority of such Security.

(m) **Hedging Agreement**. The Borrowers shall not, and shall not suffer or permit any other Obligors to, incur any Hedging Obligations of a speculative nature.

(n) **Amendments.** The Borrowers shall not, and shall not suffer or permit any other Obligors to, amend their constating documents or amend, enter into or terminate any unanimous shareholder agreement applicable to an Obligor, in each case, if such amendment or change could reasonably be expected to be adverse to the Lenders.

(o) **Restrictive Agreements**. The Borrowers shall not, and shall not suffer or permit any other Obligor to, directly or indirectly, enter into, incur or permit to exist any agreement or other arrangement that prohibits, restricts or imposes any condition upon the ability of any Obligor, (i) to pay dividends or make other distributions to any other Obligor with respect to its shares, (ii) to pay any Indebtedness owed to any other Obligor, (iii) to make or permit to exist loans or advances to any other Obligor, (iv) to make any payments to the Lenders, or perform or observe any of its other covenants and agreements, as and when required hereunder; or (v) to sell transfer, lease or otherwise dispose of any of its properties or assets to any other Obligor; provided that the foregoing shall not apply to (A) restrictions and conditions imposed by law or by this agreement; (B) agreements entered into in connection with any Permitted Lien, so long as such prohibition or limitation is by its terms effective only against the property, assets or revenues subject to such Permitted Lien; (C) customary non-assignment provisions in agreements to which the Obligors are party; (D) agreements of an entity in effect at the time of any acquisition thereof (and not entered into contemplation thereof); (E) restrictions contained in contracts for the sale of assets or of any subsidiary and applicable to such assets or subsidiary, or (F) customary provisions in joint venture, partnership and limited liability company agreements relating to entities that are Excluded Subsidiaries.

(p) **Capital Expenditures.** ~~Prior to the Reversion Date, the~~The Borrowers shall not, and shall not suffer or permit any other Obligor to, make any Capital Expenditures other than Capital Expenditures which in the aggregate do not exceed ~~125% of the budgeted Capital Expenditures set forth in [particulars of document redacted]~~$50,000,000 in any Fiscal Year.

ARTICLE 12
CONDITIONS PRECEDENT TO OBTAINING CREDIT

12.1 Conditions Precedent to All Credit

The obligation of the Lenders to extend credit hereunder is subject to fulfilment or waiver of the following conditions precedent at the time such credit is extended:

(a) no Default or Event of Default has occurred and is continuing or would arise immediately after giving effect to or as a result of such extension of credit;

(b) the Borrowers shall have complied with the requirements of Article 4, Article 5 or Article 6, as the case may be, in respect of the relevant credit; and

(c) the representations and warranties of the Borrowers contained in Section 10.1 shall be true and correct in all respects on the date such credit is extended as if such representations and warranties were made on such date (except where by their terms only made as of an earlier date).

12.2 Conditions Precedent to Effectiveness of Agreement

This agreement shall become effective (the "**Effective Time**") upon the fulfillment or waiver of the following conditions precedent, on or prior to October 25, 2018 (or such later date as is mutually agreed to among the Borrowers and the Lenders):

(a) the Obligors have duly executed and delivered to the Administrative Agent each of the Loan Documents to be delivered on or prior to the Closing Date to which they are parties;

(b) no Default or Event of Default has occurred and is continuing or would arise immediately after this agreement would become effective;

(c) the representations and warranties of the Borrowers contained in Section 10.1 shall be true and correct in all respects on the date this agreement becomes effective as if such representations and warranties were made on such date;

(d) the Administrative Agent shall have received, in form and substance satisfactory to the Administrative Agent:

(i) certified copies of the charter documents and by-laws of each Obligor (or equivalent documentation);

(ii) a duly certified resolution of the board of directors of each Obligor authorizing it to execute, deliver and perform its obligations under the Loan Documents to which it is a party;

(iii) a certificate of a senior officer of each Obligor setting forth specimen signatures of the individuals authorized to sign the Loan Documents to which it is a party;

(iv) a certificate of status or good standing for each Obligor issued by the appropriate governmental body or agency of the jurisdiction in which such Obligor is incorporated or formed;

(v) opinions of counsel to the Obligors addressed to the Lenders, the Administrative Agent and the Administrative Agent's counsel with respect to all matters as the Administrative Agent may reasonably request;

(vi) a compliance certificate in the form attached as Schedule B hereto with respect to the Fiscal Quarter ending July 1, 2018 prepared on a *pro forma* basis after giving effect to the financing contemplated by this agreement and a certificate of the chief financial officer of the Borrower showing the detailed calculations of the ratios included therein;

(vii) a five-year financial forecast of the Canadian Borrower and its subsidiaries, on a consolidated basis, with the first year's forecast broken out on a quarterly basis;

(viii) a solvency certificate of a senior officer of the Canadian Borrower;

(ix) certificates of insurance or other evidence that the covenants and conditions in Section 11.1(h) are being complied with; and

(x) such other deliveries as are reasonably required by the Lenders to give effect to this agreement.

(e) no Material Adverse Change has occurred since December 31, 2017;

(f) the Borrowers shall have paid to the Administrative Agent and the Lenders all fees and expenses required to be paid under the Fee Letter and the other Loan Documents (including payment of all reasonable fees, charges and expenses of the Administrative Agent's counsel), or other payment arrangements satisfactory to the Administrative Agent have been made;

(g) each Lender has received all required "know your client" or other information associated with AML Legislation from each Obligor;

(h) other than the Existing Letters described in Section 3.16, all credit outstanding under the Existing Credit Agreement has been repaid in full (or shall be repaid from the proceeds of the initial Loans hereunder) and the commitments of the lenders thereunder cancelled and any security or guarantee therefore has been (or shall, contemporaneously with such Loans, be) released or discharged (or arrangements satisfactory to the Administrative Agent with respect thereto have been established); and

(i) the Administrative Agent or its representatives advise the Borrowers in writing on the Closing Date that this agreement is effective.

12.3 Waiver

The terms and conditions of Section 12.1 are inserted for the sole benefit of the Lenders and the Lenders may waive them in whole or in part, with or without terms or conditions, in respect of any extension of credit, without prejudicing its right to assert them in whole or in part in respect of any other extension of credit. The terms and conditions of Section 12.2 are inserted for the sole benefit of the Lenders and the Lenders may waive them in whole or in part, with or without terms or conditions.

12.4 Record of Closing Date

Forthwith after this agreement becomes effective in accordance with Section 12.2, the Administrative Agent shall provide to the Borrowers a written confirmation to such effect and such confirmation shall be deemed to be a Loan Document.

ARTICLE 13
DEFAULT AND REMEDIES

13.1 Events of Default

Upon the occurrence of any one or more of the following events, unless expressly waived in writing in accordance with Section 14.14:

(a) a Borrower shall fail to pay or prepay all or any portion of any principal due hereunder on the date when due hereunder;

(b) the non-payment of any amount due hereunder (other than a breach of Section 13.1(a)) which is not remedied within three Banking Days;

(c) the breach or failure of due performance of (i) Sections 11.1(e), (f), (g), (x), (y) and (aa) or Sections 11.3(a)~~, (b), (c), (d)~~, (~~g~~b), (~~h~~c), (~~j~~d), (g), (h), (j), (k) or (m) or (ii) any other provision of Section 11.3 which is not capable of being cured;

(d) the breach or failure of due performance of any provision of Section 11.1 or Section 11.3 not otherwise dealt with in Section 13.1(c), which is not remedied within 15 days after the earlier of (x) the date such Obligor has actual knowledge of such breach and (y) written notice to do so has been given by the Administrative Agent to the Borrowers;

(e) the commencement of proceedings for the dissolution, liquidation or winding-up of any Obligor or for the suspension of the operations of any Obligor except as may be permitted by Section 11.3(b);

(f) any Obligor ceases or threatens to cease to carry on its business or is adjudged or declared bankrupt or insolvent or admits in writing its inability to pay debts as they become due or makes an assignment for the general benefit of creditors, petitions or applies to any tribunal for the appointment of a receiver or trustee for it or for any part of its property having a fair market value in excess of the Default Threshold Amount (or such a receiver or trustee is appointed for it or any part of its property having a fair market value in excess of the Default Threshold Amount), or files a notice of intention to file a proposal, or commences (or any other Person commences) any proceedings relating to it under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect (provided that, if such proceedings are commenced by another Person, such proceedings shall only constitute an Event of Default if (i) such proceedings are not being diligently defended or (ii) such proceedings have not been discharged, vacated or stayed within 30 days after commencement), or by any act indicates its consent to, approval of, or acquiescence in, any such proceeding for it or for any part of its property, or suffers the appointment of any receiver or trustee, sequestrator or other custodian for it or any such part of its property;

(g) any representation or warranty made by any Obligor in any Loan Document or in any other document, agreement or instrument delivered pursuant hereto or thereto or any information contained in any compliance certificate delivered pursuant to Section 11.1(b)(iii) or Section 12.2(d)(vi) proves to have been incorrect in any material respect when made or furnished and if the circumstances giving rise to such incorrect representation or warranty are capable of rectification (such that, thereafter, the representation or warranty would be correct), the representation or warranty remains uncorrected for a period of thirty (30) days after the earlier of (x) the date an Obligor has actual knowledge of such incorrectness and (y) written notice from the Administrative Agent to the Borrowers;

(h) a writ, execution, attachment or similar process is issued or levied against all or any portion of any property or asset of any Obligor in connection with any judgment against such Obligor in an amount exceeding the Default Threshold Amount and such writ, execution, attachment or similar process is not released, bonded, satisfied, discharged, vacated or stayed within 30 days after its entry, commencement or levy;

(i) if any Obligor fails to pay any amount under the U.K. Operating Facility or any amount in respect of any other Indebtedness in excess of the Default Threshold Amount (individually or in the aggregate) when due that is payable in respect of the U.K. Operating Facility or such other Indebtedness, respectively, whether at maturity, upon acceleration, demand or otherwise and such failure has not been remedied within any applicable cure periods;

(j) the breach or failure of due observance or performance by any Obligor of any covenant or provision of any of the Loan Documents, other than those heretofore or hereafter dealt with in this Section 13.1, or of any other document, agreement or instrument delivered by an Obligor to the Administrative Agent or the Lenders pursuant hereto or thereto which is not remedied within 30 days after the earlier of (x) the date such Obligor has actual knowledge of such breach and (y) written notice to do so has been given by the Administrative Agent to the Borrowers;

(k) one or more encumbrancers, lienors or landlords take possession of any property, assets or undertaking of any Obligor having a fair market value in excess of the Default Threshold Amount or enforce their security or other remedies against any part of the assets, property and undertaking of such Obligor having a fair market value in excess of the Default Threshold Amount and such action is not being contested in good faith and by appropriate proceedings or, if so contested, such possession or enforcement proceedings continue for more than 30 days (or provided the entitlement to use the property continues at all times with such Obligor, such longer period of contestation not exceeding 60 days);

(l) any Obligor disclaims its liability under any one or more of the Loan Documents;

(m) any one or more of the Loan Documents, or part thereof, is determined by a court of competent jurisdiction, in a final non-appealable judgement, not to be a legal, valid and binding obligation of any Obligor, enforceable by the Administrative Agent against such Obligor, and any such Loan Document has not been replaced by a legal, valid, binding and enforceable document which is equivalent in effect to such Loan Document, assuming such Loan Document had originally been legal, valid, binding and enforceable, in form and substance acceptable to the Administrative Agent, within 15 Banking Days, of such determination, provided, however, that such grace period shall only be provided if such Obligor actively cooperates with the Administrative Agent to so replace such Loan Document;

(n) there occurs, after the date hereof, any Change of Control;

(o) any auditor's report delivered pursuant to Section 11.1(b)(i) contains any Impermissible Qualification; or

(p) any ERISA Company shall fail to pay when due an amount or amounts aggregating in excess of the Default Threshold Amount which it shall have become liable to pay under Section 302, 4062, 4063 or 4064 of ERISA or Section 412 of the Code or the terms of any Multiemployer Plan; or notice of intent to terminate a Plan shall be filed under Title IV of ERISA by any ERISA Company, any plan administrator or any combination of the foregoing if such termination would result in a Material Adverse Effect; or the PBGC shall institute proceedings under Title IV of ERISA to terminate, to impose liability (other than for premiums under Section 4007 of ERISA) in respect of, or to cause a trustee to be appointed to administer any Plan, if such action by the PBGC would result in a payment obligation in excess of the Default Threshold Amount; or there shall occur a complete or partial withdrawal from, or a default, within the meaning of Section 4219(c)(5) of ERISA, with respect to, or a determination of critical and declining status or a termination of, one or more Multiemployer Plans which could cause one or more ERISA Companies to incur a current annual payment obligation in excess of the Default Threshold Amount; or any Obligor fails to administer or maintain a Non-U.S. Plan in compliance with the requirements of any and all applicable laws, statutes, rules, regulations or court orders if such failure would result in a Material Adverse Effect; or any Non-U.S. Plan is involuntarily terminated or wound up and such action would result in a payment obligation in excess of the Default Threshold Amount; or any Obligor becomes subject to the imposition of a financial penalty (which for this purpose shall mean any tax, penalty or other liability, whether by way of indemnity or otherwise) with respect to one or more Non-U.S. Plans which would result in a payment obligation in excess of the Default Threshold Amount;

(q) the breach or failure of due observance by any Excluded Subsidiary of any of the covenants or provisions under the Postponement and Subordination Undertaking; and

(r) any party to the Intercreditor Agreement (other than an Obligor, the Administrative Agent or a Lender) (x) fails to comply with the provisions of, or does not perform its obligations under, the Intercreditor Agreement or (y) has given a representation or warranty that is incorrect in any material respect, which in each case (to the extent capable of being remedied) is not remedied within 30 Banking Days after the earlier of (i) the Administrative Agent giving notice to the Borrowers or (ii) the date an Obligor becomes aware of the failure to comply.

the Administrative Agent (with the approval and instructions of the Majority Lenders) may, by notice to the Borrowers, terminate the Credit Facility and the Administrative Agent (with the approval and instructions of the Majority Lenders) may, by the same or further notice to the Borrowers, declare all indebtedness of the Borrowers to the Lenders pursuant to this agreement (including the face amount of all Bankers' Acceptances issued and outstanding hereunder and the contingent liability of the LC Issuer under all Letters issued and outstanding hereunder) and all accrued and unpaid interest and fees hereunder to be immediately due and payable, whereupon the Credit Facility shall terminate and all such indebtedness shall immediately become and be due and payable and the Administrative Agent may enforce or cause to be enforced the Security (provided, however, that the Credit Facility shall terminate and all such indebtedness of the Borrower to the Lenders shall automatically become due and payable and the Security shall immediately become enforceable, without notice of any kind, upon the occurrence of an event described in clause (e) or (f) above). Upon the payment by the Borrowers to the Lenders of the face amount of all Bankers' Acceptances issued and outstanding hereunder, the Borrowers shall have no further liability to the Lenders with respect to such Bankers' Acceptances. Upon the payment by the Borrowers to the LC Issuer of the then contingent liability of the LC Issuer under all outstanding Letters, the Borrowers shall have no further liability to the LC Issuer with respect to such Letters.

13.2 Refund of Overpayments

With respect to each Letter for which the LC Issuer has been paid all of its contingent liability pursuant to Section 9.5 or 13.1 and provided that all amounts due by the Borrowers to the LC Issuer under Section 9.5 or 13.1 have been paid, the LC Issuer agrees to pay to the Borrowers, upon the later of:

(a) if the LC Issuer is subject to an outstanding Order, the date on which any final and non-appealable order, judgment or other determination has been rendered or issued either permanently enjoining the LC Issuer from paying under such Letter or terminating any outstanding Order; and

(b) the earlier of:

(i) the date on which either the original counterpart of such Letter is returned to the LC Issuer for cancellation or the LC Issuer is released by the beneficiary thereof from any further obligations in respect of such Letter; and

(ii) the expiry of such Letter;

an amount equal to any excess of the amount received by the LC Issuer hereunder in respect of its contingent liability under such Letter over the total of amounts applied to reimburse the LC Issuer for amounts paid by it under or in connection with such Letter (the LC Issuer having the right to so appropriate such funds).

13.3 Remedies Cumulative

The Borrowers expressly agree that the rights and remedies of the Administrative Agent and the Lenders under this agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by the Administrative Agent or any Lender of any right or remedy for a default or breach of any term, covenant or condition in this agreement does not waive, alter, affect or prejudice any other right or remedy to which the Administrative Agent or such Lender may be lawfully entitled for the same default or breach. Any waiver by the Administrative Agent with the approval of the Majority

Lenders or all of the Lenders in accordance with Section 14.14 of the strict observance, performance or compliance with any term, covenant or condition of this agreement is not a waiver of any subsequent default and any indulgence by the Lenders with respect to any failure to strictly observe, perform or comply with any term, covenant or condition of this agreement is not a waiver of the entire term, covenant or condition or any subsequent default. No failure or delay by the Administrative Agent or any Lender in exercising any right shall operate as a waiver of such right nor shall any single or partial exercise of any power or right preclude its further exercise or the exercise of any other power or right.

13.4 Set-Off

In addition to any rights now or hereafter granted under Applicable Law, and not by way of limitation of any such rights, the Administrative Agent and each Lender is authorized, at any time that an Event of Default has occurred and is continuing, without notice to the Borrowers or to any other Person, any such notice being expressly waived by the Borrowers, to set-off, appropriate and apply any and all deposits, matured or unmatured, general or special, and any other indebtedness at any time held by or owing by the Administrative Agent or such Lender to or for the credit of or the account of a Borrower against and on account of the obligations and liabilities of such Borrower which are due and payable to the Administrative Agent or such Lender, as the case may be, under the Loan Documents.

ARTICLE 14
THE ADMINISTRATIVE AGENT

14.1 Appointment and Authorization of Administrative Agent

Each Lender hereby appoints and authorizes, and hereby agrees that it will require any assignee of any of its interests in the Loan Documents (other than the holder of a participation in its interests herein or therein) to appoint and authorize the Administrative Agent to take such actions as agent on its behalf and to exercise such powers under the Loan Documents as are delegated to the Administrative Agent by such Lender by the terms hereof, together with such powers as are reasonably incidental thereto. The Administrative Agent shall not, nor shall any of its directors, officers, employees or agents, be liable to any of the Lenders for any action taken or omitted to be taken by it or them hereunder or thereunder or in connection herewith or therewith, except for its own gross negligence or wilful misconduct and each Lender hereby acknowledges that the Administrative Agent is entering into the provisions of this Section 14.1 on its own behalf and as agent and trustee for its directors, officers, employees and agents.

14.2 Interest Holders

The Administrative Agent may treat each Lender set forth in Schedule A hereto or the Person designated in the last notice delivered to it under Section 15.6 as the holder of all of the interests of such Lender under the Loan Documents.

14.3 Consultation with Counsel

The Administrative Agent may consult with legal counsel selected by it as counsel for the Administrative Agent and the Lenders and 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 such counsel.

14.4 Documents

The Administrative Agent shall not be under any duty to the Lenders to examine, enquire into or pass upon the validity, effectiveness or genuineness of the Loan Documents or any instrument, document or communication furnished pursuant to or in connection with the Loan Documents and the Administrative Agent shall, as regards the Lenders, be entitled to assume that the same are valid, effective and genuine, have been signed or sent by the proper parties and are what they purport to be.

14.5 Administrative Agent as Lender

With respect to those portions of the Credit Facility made available by it, the Administrative Agent shall have the same rights and powers under the Loan Documents as any other Lender and may exercise the same as though it were not the Administrative Agent. The Administrative Agent and its affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrowers and their affiliates and Persons doing business with the Borrowers and/or any of their affiliates as if it were not the Administrative Agent and without any obligation to account to the Lenders therefor.

14.6 Responsibility of the Administrative Agent

The duties and obligations of the Administrative Agent to the Lenders under the Loan Documents are only those expressly set forth herein. The Administrative Agent shall not have any duty to the Lenders to investigate whether a Default or an Event of Default has occurred. The Administrative Agent shall, as regards the Lenders, be entitled to assume that no Default or Event of Default has occurred and is continuing unless the Administrative Agent has actual knowledge or has been notified by the Borrowers of such fact or has been notified by a Lender that such Lender considers that a Default or Event of Default has occurred and is continuing, such notification to specify in detail the nature thereof.

14.7 Action by the Administrative Agent

The Administrative Agent shall be entitled to use its discretion with respect to exercising or refraining from exercising any rights which may be vested in it on behalf of the Lenders by and under this agreement and the Intercreditor Agreement; provided, however, that the Administrative Agent shall not exercise any rights under Section 13.1 or expressed to be on behalf of or with the approval of the Majority Lenders without the request, consent or instructions of the Majority Lenders. Furthermore, any rights of the Administrative Agent expressed to be on behalf of or with the approval of the Majority Lenders shall be exercised by the Administrative Agent upon the request or instructions of the Majority Lenders. The Administrative Agent shall not incur any liability to the Lenders under or in respect of any of the Loan Documents with respect to anything which it may do or refrain from doing in the reasonable exercise of its judgment or which may seem to it to be necessary or desirable in the circumstances, except for its gross negligence or wilful misconduct. The Administrative Agent shall in all cases be fully protected in acting or refraining from acting under any of the Loan Documents in accordance with the instructions of the Majority Lenders and any action taken or failure to act pursuant to such instructions shall be binding on all Lenders. In respect of any notice by or action taken by the Administrative Agent hereunder, the Borrowers shall at no time be obliged to enquire as to the right or authority of the Administrative Agent to so notify or act.

14.8 Notice of Events of Default

In the event that the Administrative Agent shall acquire actual knowledge or shall have been notified of any Default or Event of Default, the Administrative Agent shall promptly notify the Lenders and shall take such action and assert such rights under Section 13.1 of this agreement and under the other Loan Documents as the Majority Lenders shall request in writing and the Administrative Agent shall not be subject to any liability by reason of its acting pursuant to any such request. If the Majority Lenders shall fail for five Banking Days after receipt of the notice of any Default or Event of Default to request the Administrative Agent to take such action or to assert such rights under any of the Loan Documents in respect of such Default or Event of Default, the Administrative Agent may, but shall not be required to, and subject to subsequent specific instructions from the Majority Lenders, take such action or assert such rights (other than rights under Section 13.1 of this agreement or under the other Loan Documents and other than giving an express waiver of any Default or any Event of Default) as it deems in its discretion to be advisable for the protection of the Lenders except that, if the Majority Lenders have instructed the Administrative Agent not to take such action or assert such rights, in no event shall the Administrative Agent act contrary to such instructions unless required by law to do so.

14.9 Responsibility Disclaimed

The Administrative Agent shall not be under any liability or responsibility whatsoever as agent hereunder:

(a) to the Borrowers or any other Person as a consequence of any failure or delay in the performance by, or any breach by, any Lender or Lenders of any of its or their obligations under any of the Loan Documents;

(b) to any Lender or Lenders as a consequence of any failure or delay in performance by, or any breach by, the Borrowers of any of its obligations under any of the Loan Documents; or

(c) to any Lender or Lenders for any statements, representations or warranties in any of the Loan Documents or in any other documents contemplated hereby or thereby or in any other information provided pursuant to any of the Loan Documents or any other documents contemplated hereby or thereby or for the validity, effectiveness, enforceability or sufficiency of any of the Loan Documents or any other document contemplated hereby or thereby.

except, in each case, any such liability or responsibility resulting from the gross negligence or willful misconduct of the Administrative Agent as determined by a final, unappealable judgment of a court of competent jurisdiction.

14.10 Indemnification

The Lenders agree to indemnify the Administrative Agent (to the extent not reimbursed by the Borrowers) in their respective Pro Rata Shares from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any nature whatsoever which may be imposed on, incurred by or asserted against the Administrative Agent in any way relating to or arising out of any of the Loan Documents or any other document contemplated hereby or thereby or any action taken or omitted by the Administrative Agent under any of the Loan Documents or any document contemplated hereby or thereby, except that no Lender shall be liable to the Administrative Agent for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or wilful misconduct of the Administrative Agent.

14.11 Credit Decision

Each Lender represents and warrants to the Administrative Agent that:

(a) in making its decision to enter into this agreement and to make its Pro Rata Share of the Credit Facility available to the Borrowers, it is independently taking whatever steps it considers necessary to evaluate the financial condition and affairs of the Borrowers and that it has made an independent credit judgment without reliance upon any information furnished by the Administrative Agent; and

(b) so long as any portion of the Credit Facility is being utilized by the Borrowers, it will continue to make its own independent evaluation of the financial condition and affairs of the Borrowers.

14.12 Successor Administrative Agent

Subject to the appointment and acceptance of a successor Administrative Agent, as provided below, the Administrative Agent may, with the prior written consent of the Borrowers (which consent shall not be required for so long as an Event of Default has occurred and is continuing), resign at any time by giving 30 days written notice thereof to the Borrowers and the Lenders. Upon any such resignation, the Majority Lenders, with the prior written consent of the Borrowers (which consent shall not be required (x) if the successor Administrative Agent is an affiliate or subsidiary of the retiring Administrative Agent on the date hereof or (y) for so long as an Event of Default has occurred and is continuing), shall have the right to appoint a successor Administrative Agent who shall be one of the Lenders unless none of the Lenders wishes to accept such appointment. If no successor Administrative Agent shall have been so appointed and shall have accepted such appointment by the time of such resignation, then the retiring Administrative Agent may, on behalf of the Lenders and with the prior written consent of the Borrowers (which consent shall not be required for so long as an Event of Default has occurred and is continuing), appoint a successor Administrative Agent which shall be a bank organized under the laws of

Canada which has combined capital and reserves in excess of $250,000,000 and has an office in Toronto. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges, duties and obligations of the retiring Administrative Agent (in its capacity as Administrative Agent but not in its capacity as a Lender) and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder (in its capacity as Administrative Agent but not in its capacity as a Lender). After any retiring Administrative Agent's resignation hereunder as the Administrative Agent, provisions of this Article 14 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 Administrative Agent.

14.13 Delegation by the Administrative Agent

The Administrative Agent shall have the right to delegate any of its duties or obligations hereunder as Administrative Agent to any of its affiliates so long as the Administrative Agent shall not thereby be relieved of such duties or obligations.

14.14 Waivers and Amendments

(a) Subject to Sections 14.14(b) and (c), any term, covenant or condition of any of the Loan Documents may only be amended with the prior consent of the Borrowers and the Majority Lenders or compliance therewith may be waived (either generally or in a particular instance and either retroactively or prospectively) by the Majority Lenders and in any such event the failure to observe, perform or discharge any such covenant, condition or obligation, so amended or waived (whether such amendment is executed or such consent or waiver is given before or after such failure), shall not be construed as a breach of such covenant, condition or obligation or as a Default or Event of Default.

(b) Notwithstanding Section 14.14(a), no such amendment or waiver shall directly:

(i) either increase the Individual Commitment of any Lender or extend the expiration of such Individual Commitment without the prior written consent of such Lender;

(ii) extend the time for the payment of interest or principal on Loans owing to any Lender, forgive any portion of principal thereof or reduce the stated rate of interest thereon without the prior written consent of such Lender;

(iii) amend the requirement of pro rata application of all amounts received by the Administrative Agent in respect of the Credit Facility without the prior written consent of all of the Lenders;

(iv) change the percentage of the Lenders' requirement to constitute the Majority Lenders or otherwise amend the definition of Majority Lenders without the prior written consent of all of the Lenders;

(v) reduce the stated amount or postpone the date for payment of any fees or other amount to be paid to any Lender pursuant to Article 7 or Article 8 of this agreement without the prior written consent of such Lender;

(vi) permit any subordination of any of the Indebtedness of the Borrowers under the Loan Documents without the prior written consent of all of the Lenders;

(vii) release or discharge (or amend in a manner which would have that effect) any of the Security Documents, in whole or in part (other than a release or discharge of Security pursuant to Section 14.26); or

(viii) alter the terms of this Section 14.14, 14.16, 14.17 or 15.14 without the prior written consent of all of the Lenders.

(c) No amendment to or waiver of any provision hereof to the extent it affects the rights or obligations of the Administrative Agent, the Swingline Lender or the LC Issuer shall be effective without the prior written consent of such party.

(d) Notwithstanding any other provision hereof, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder, except that (i) the Individual Commitment of such Defaulting Lender may not be increased or extended, (ii) the principal amount of any Loan extended by such Defaulting Lender may not be decreased, (iii) any interest or fees payable to such Defaulting Lender may not be reduced and (iv) the payment of any principal, interest or fees owing to such Defaulting Lender may not be postponed, in each case without the consent of such Defaulting Lender. Any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender which affects such Defaulting Lender differently than other affected Lenders shall require the consent of such Defaulting Lender.

14.15 Determination by the Administrative Agent Conclusive and Binding

Any determination to be made by the Administrative Agent on behalf of or with the approval of the Lenders or the Majority Lenders under this agreement shall be made by the Administrative Agent in good faith and, if so made, shall be binding on all parties, absent manifest error.

14.16 Adjustments among Lenders after Acceleration

(a) The Lenders agree that, at any time after all indebtedness of the Borrowers to the Lenders pursuant hereto has become immediately due and payable pursuant to Section 13.1 or after the cancellation or termination of the Credit Facility, they will at any time or from time to time upon the request of any Lender through the Administrative Agent purchase portions of the availments made available by the other Lenders which remain outstanding, and make any other adjustments which may be necessary or appropriate, in order that the amounts of the availments made available by the respective Lenders which remain outstanding, as adjusted pursuant to this Section 14.16, will be in the same proportions as their respective Pro Rata

Shares thereof with respect to the Credit Facility immediately prior to such acceleration, cancellation or termination.

(b) The Lenders agree that, at any time after all indebtedness of the Borrowers to the Lenders pursuant hereto has become immediately due and payable pursuant to Section 13.1 or after the cancellation or termination of the Credit Facility, the amount of any repayment made by the Borrowers under this agreement, and the amount of any proceeds of the exercise of any rights or remedies of the Lenders under the Loan Documents (including, without limitation, the Proceeds of Realization), which are to be applied against amounts owing hereunder as principal, will be so applied in a manner such that to the extent possible, the availments made available by the respective Lenders which remain outstanding, after giving effect to such application, will be in the same proportions as their respective Pro Rata Shares thereof with respect to the Credit Facility immediately prior to such acceleration, cancellation or termination.

(c) For greater certainty, the Lenders acknowledge and agree that without limiting the generality of the provisions of Section 14.16(a) and (b), such provisions will have application if and whenever any Lender shall obtain any payment (whether voluntary, involuntary, through the exercise of any right of set-off, compensation, or otherwise) on account of any monies owing or payable by the Borrowers to it under the Loan Documents in excess of its pro rata share of payments on account of monies owing by the Borrowers to the Lenders thereunder.

(d) The Borrowers agree to be bound by and to do all things necessary or appropriate to give effect to any and all purchases and other adjustments made by and between the Lenders pursuant to this Section 14.16.

14.17 Redistribution of Payment

If a Lender shall receive payment of a portion of the aggregate amount of principal and interest due to it hereunder which is greater than the proportion received by any other Lender in respect of the aggregate amount of principal and interest due in respect of the Credit Facility (having regard to the respective Individual Commitments of the Lenders), the Lender receiving such proportionately greater payment shall purchase a participation (which shall be deemed to have been done simultaneously with receipt of such payment) in that portion of the aggregate outstanding credit of the other Lender or Lenders so that the respective receipts shall be pro rata to their respective participation in the credits; provided, however, that if all or part of such proportionately greater payment received by such purchasing Lender shall be recovered from the Borrowers, such purchase 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, but without interest, and provided that this Section 14.17 shall not apply in respect of prepayments of Declining Lenders pursuant to Section 2.7(b).

14.18 Distribution of Notices

Except as otherwise expressly provided herein, promptly after receipt by the Administrative Agent of any notice or other document which is delivered to the Administrative

Agent hereunder on behalf of the Lenders, the Administrative Agent shall provide a copy of such notice or other document to each of the Lenders.

14.19 Defaulting Lender Provisions

(a) Cash Collateral and Withholding from Defaulting Lenders

(i) The Administrative Agent shall be entitled to withhold and deposit in one or more cash collateral accounts, which accounts shall be in the name of the Administrative Agent and shall not be required to be interest bearing (a "**Defaulting Lender Account**") amounts (whether principal, interest, fees or otherwise) received by the Administrative Agent and otherwise due to a Defaulting Lender pursuant to this agreement which amounts shall be used by the Administrative Agent (A) first, to reimburse the Administrative Agent for any amounts owing to it by the Defaulting Lender pursuant to any Loan Document, and (B) second, to cash collateralize all other obligations of such Defaulting Lender to the Administrative Agent owing pursuant to this agreement in such amount as shall be determined from time to time by the Administrative Agent in its discretion, including such Defaulting Lender's obligation to pay its Pro Rata Share of any indemnification or expense reimbursement amounts not paid by the Borrowers. Any such payment received by the Administrative Agent from the Borrowers for the account of a Defaulting Lender and deposited to a Defaulting Lender Account shall constitute payment of the corresponding obligation owed by the Borrowers to the Defaulting Lender regardless of whether it is actually received by the Defaulting Lender or otherwise applied in accordance with this Subsection 14.19(a)(i).

(ii) For greater certainty and in addition to the foregoing, neither the Administrative Agent nor any of its affiliates nor any of its shareholders or representatives shall be liable to any other Lender (including a Defaulting Lender) for any action taken or omitted to be taken by it in connection with amounts payable by the Borrowers to a Defaulting Lender and received and deposited by the Administrative Agent in a Defaulting Lender Account and applied in accordance with the provisions of this agreement, save and except to the extent determined by a final judgment of a court of competent jurisdiction, in a final non-appealable judgement, to have been directly resulted from the gross negligence or wilful misconduct of the Administrative Agent.

(iii) Without limiting the foregoing, if any Lender becomes a Defaulting Lender as a result of the failure to fund any payment of its Pro Rata Share of any advances required to be made by it hereunder or to purchase any participation required to be purchased by it hereunder or under any other Loan Document, then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such

Defaulting Lender to satisfy such Defaulting Lender's obligations until all such unsatisfied obligations are satisfied.

(iv) Without limiting the foregoing, if a Defaulting Lender as a result of the exercise of a set-off shall have received a payment in respect of its Pro Rata Share in any outstanding advance or participation required hereunder which results in its actual share in any outstanding advance and participation share being less than its Pro Rata Share thereof, then no payments will be made to such Defaulting Lender until such time as all amounts due and owing to the Lenders have been equalized in accordance with each Lender's respective Pro Rata Share. Further, if at any time prior to the occurrence of an Event of Default, the Administrative Agent shall receive any payment in respect of principal while one or more Defaulting Lenders shall be party to this agreement, the Administrative Agent shall apply such payment first to the advances for which each such Defaulting Lender shall have failed to fund its Pro Rata Share until such time as the obligations of the Borrowers under the Loan Documents are repaid in full or each Lender (including each Defaulting Lender) is owed its Pro Rata Share of all outstanding advances. After the occurrence of an Event of Default, subject to Subsection 14.19(a)(i) above, all payments received in respect of principal will be paid rateably as otherwise provided herein.

(b) Funding if there is a Defaulting Lender

(i) Notwithstanding any provision of this agreement to the contrary, if any Lender becomes a Defaulting Lender, then the following provisions shall apply for so long as such Lender is a Defaulting Lender: (A) the commitment fees payable pursuant to Section 7.6 shall cease to accrue on the unused portion of the Individual Commitment of such Defaulting Lender if and for so long as such Lender is a Defaulting Lender; (B) a Defaulting Lender shall not be included in determining whether, and the Individual Commitment and Pro Rata Shares of such Defaulting Lender shall be excluded in determining whether, the required Lenders have taken or may take any action hereunder, except as otherwise provided in Section 14.14(d); and (C) for certainty, each of the Borrowers, the Administrative Agent, the Swingline Lender and the LC Issuer shall retain and reserve their respective other rights respecting each Defaulting Lender; provided that the Administrative Agent shall only be required to give effect to (A) and (B) above if the Administrative Agent has actual knowledge that a Lender is a Defaulting Lender. If the Administrative Agent acquires actual knowledge that a Lender is a Defaulting Lender, then the Administrative Agent shall promptly notify the Borrowers and the other Lenders that such Lender is a Defaulting Lender (and such Lender shall be deemed to have consented to such disclosure); provided that, for certainty, the Administrative Agent shall have no duty to inquire as to whether any Lender is a Defaulting Lender.

(ii) If the Administrative Agent has actual knowledge that a Lender is a Defaulting Lender at the time that the Administrative Agent receives a

Drawdown Notice under the Credit Facility, then each Non-Defaulting Lender shall fund its Pro Rata Share of such affected advance (and, in calculating such Pro Rata Share, the Individual Commitment of each such Defaulting Lender shall be ignored); provided that such re-allocation may only be effected if and to the extent that such re-allocation would not cause any Non-Defaulting Lender's Pro Rata Share of all advances under the Credit Facility to exceed its Individual Commitment. Each Defaulting Lender agrees to indemnify each Non-Defaulting Lender for any amounts paid by such Non-Defaulting Lender under this paragraph (ii) and which would otherwise have been paid by the Defaulting Lender if its Individual Commitment had been included in determining the Pro Rata Shares of such affected advances.

(iii) At any time any Letter is outstanding and a Lender is or becomes a Defaulting Lender, then: (A) all or any part of such Defaulting Lender's Pro Rata Share of such Letter shall be re-allocated amongst the Non-Defaulting Lenders in accordance with their respective Pro Rata Shares; provided that such reallocation may only be effected if and to the extent that such re-allocation would not cause any Non-Defaulting Lender's Pro Rata Share of all advances to exceed its Individual Commitment with respect to the Credit Facility; (B) if the re-allocation described in clause (A) above cannot be effected, or can only partially be effected, then to the extent permitted by Applicable Law such Defaulting Lender shall, within one Banking Day following notice by the Administrative Agent, provide cash collateral to the Administrative Agent for such Defaulting Lender's Pro Rata Share of such Letter (after giving effect to any partial re-allocation pursuant to clause (A) above) for so long as such Letter is outstanding, and if such Defaulting Lender shall fail to provide such cash collateral, then, at the request of the LC Issuer, the Borrowers shall provide such cash collateral to the Administrative Agent; and (C) if the Pro Rata Shares of the Non-Defaulting Lenders are re-allocated pursuant to clause (A), then the Letter issuance fees payable to the Lenders shall be adjusted to give effect to such re-allocations in accordance with each such Non-Defaulting Lenders' Pro Rata Shares and if the Borrowers provide cash collateral pursuant to clause (B) above, then the Borrowers shall not be required to pay the Letter issuance fees payable under Section 7.5 attributable to the Borrowers' cash collateralized exposure of such Letter.

(iv) So long as any other Lender is a Defaulting Lender, the LC Issuer shall not be required to issue, amend or increase any Letter unless the LC Issuer is satisfied that the related exposure of such Defaulting Lender will be 100% covered by the Individual Commitments of the Non-Defaulting Lenders and/or cash collateralized in accordance with paragraph (iii) above, and participating interests in any amended, or any such newly issued or increased Letter shall be allocated amongst Non-Defaulting Lenders in a manner consistent with paragraph (iii) above (and Defaulting Lenders shall not participate therein).

(v) So long as any Lender is a Defaulting Lender, the Swingline Lender shall not be required to make any further advance under the Credit Facility unless the Swingline Lender is satisfied that the related exposure will be 100% covered by the Individual Commitments of the Non-Defaulting Lenders and/or cash collateralized in a manner satisfactory to the Swingline Lender.

(c) Failure by Defaulting Lender to Advance

If a Defaulting Lender fails to make payment on the due date therefor of any amount due from it for the account of the Swingline Lender pursuant to Section 3.12 (the balance thereof for the time being unpaid being referred to in this Subsection 14.19(c) as an "overdue amount") then until the Swingline Lender has received payment of the overdue amount (plus interest as provided below) in full (and without in any way limiting the rights of the Swingline Lender in respect of such failure): (i) the Swingline Lender shall be entitled to receive any payment which the Defaulting Lender would otherwise have been entitled to receive in respect of the Credit Facility or otherwise in respect of any obligations of the Borrowers hereunder; and (ii) the overdue amount shall bear interest payable by the Defaulting Lender to the Swingline Lender at the rate payable by the Borrowers in respect of the obligations which gave rise to such overdue amount.

14.20 Application of Payments

(a) All Proceeds of Realization which are not Cash Proceeds of Realization shall be forthwith delivered to the Administrative Agent and disposed of, or realized upon, by the Administrative Agent in such manner as the Majority Lenders may approve so as to produce Cash Proceeds of Realization.

(b) Any and all payments received by the Administrative Agent (including, without limitation, Cash Proceeds of Realization) hereunder or pursuant to the Guarantees or Security Documents prior to the repayment in full of all credit outstanding under the Credit Facility and the termination of the Individual Commitments of the Lenders hereunder, at any time that an Event of Default shall have occurred and be continuing, shall be applied and distributed, subject to the terms of the Intercreditor Agreement, as follows:

(i) firstly, to the payment of all reasonable costs and expenses incurred by the Administrative Agent (including, without limitation, all legal fees and disbursements) in the exercise of all or any of the powers granted to it hereunder or under the other Loan Documents and in payment of all of the remuneration of any Receiver and all costs and expenses properly incurred by such Receiver (including, without limitation, all legal fees and disbursements) in the exercise of all or any powers granted to it under the Security Documents;

(ii) secondly, in payment of all amounts of money borrowed or advanced by the Administrative Agent or such Receiver pursuant to the Security Documents and any interest thereon;

(iii) thirdly, to the payment or prepayment of the obligations under the applicable Guaranteed Documents (including holding as cash collateral to be applied against such obligations which have not then matured) to the Lenders pro rata in accordance with their relative Exposures; and

(iv) the balance, if any, to payment to the Obligors or otherwise in accordance with applicable law.

14.21 Entering into Contracts

Each Lender hereby irrevocably authorizes the Administrative Agent to enter into the Guarantees as agent for and on behalf of such Lender and Borrowers hereby expressly acknowledge the authority of the Administrative Agent to enter into the Guarantees.

14.22 Survival

The provisions of this Article (and all other provisions of this agreement which are necessary to give effect to each of the provisions of this Article) shall survive the permanent repayment in full of all credit outstanding under the Credit Facility and the termination of the Individual Commitments of the Lenders hereunder until such time as all of the obligations under the Guaranteed Documents have been repaid in full and all of the Individual Commitments of the Lenders have been terminated.

14.23 Determination of Exposures

Prior to any distribution of Cash Proceeds of Realization to the Lenders, the Administrative Agent may request each Lender to provide to the Administrative Agent a written calculation of such Lender's Exposure, each such calculation to be certified true and correct by the Lender providing same. Each Lender shall so provide such calculation within three Banking Days following the request of the Administrative Agent. Any such calculation provided by a particular Lender which is approved by the Administrative Agent shall, absent manifest error, constitute prima facie evidence of such Lender's Exposure at such time. If the Administrative Agent does not approve any such calculation provided by a particular Lender, the Administrative Agent and such Lender shall, expeditiously and in good faith, make a determination of such Lender's Exposure which the Administrative Agent approves. With respect to each determination of the Exposure of the Lenders, the Administrative Agent shall promptly notify the Lenders. For the purposes of determining a particular Lender's Exposure as of a particular date:

(a) the Exposure of a Lender under any Loan Documents shall be the aggregate amount (expressed in U.S. dollars) owing to such Lender thereunder on such date; and

(b) the Exposure of a Lender in respect of Capital Market Agreements shall be measured as the net exposure of such Lender under all Capital Market Agreements to which such Lender is a party, being the aggregate exposure of such Lender thereunder less the aggregate exposure of the Obligor thereunder; the exposure of a party to a Capital Market Agreement shall be, in the case of a Capital Market Agreement which has not been terminated as of such date, the total amount which such party would be obligated to pay to the other party under such Capital Market

Agreement in the event of the early termination by such other party as of such date of such Capital Market Agreement as a result of the occurrence of a default or event of default (however specified or designated) with respect to such party thereunder or, in the case of a Capital Market Agreement which has been terminated as of such date, the total amount which such party is obligated to pay to the other party under such Capital Market Agreement, in each case expressed in U.S. dollars; and

(c) the Exposure of a Lender in respect of a Cash Management Agreement shall be the amount (expressed in U.S. dollars) which would be owing by the relevant Obligor thereunder on such date if such agreement was terminated on such date.

14.24 Decision to Enforce Security.

Upon the Security becoming enforceable in accordance with its terms, the Administrative Agent shall promptly so notify each of the Lenders. Any Lender may thereafter provide the Administrative Agent with a written request to enforce the Security. Forthwith after the receipt of such a request, the Administrative Agent shall seek the instructions of the Majority Lenders as to whether the Security should be enforced and the manner in which the Security should be enforced. In seeking such instructions, the Administrative Agent shall submit a specific proposal to the Lenders. The Administrative Agent shall promptly notify the Lenders of all instructions and approvals of the Majority Lenders. If the Majority Lenders instruct the Administrative Agent to enforce the Security, each of the Lenders agree to accelerate the indebtedness and obligations owed to it in accordance with and to the extent permitted under the relevant Cash Management Agreements and Capital Market Agreements.

14.25 Other Security Not Permitted

None of the Lenders shall be entitled to enjoy any Lien with respect to any of the Secured Assets other than the Security.

14.26 Discharge of Security

To the extent a sale or other disposition of the Secured Assets is permitted pursuant to the provisions hereof or any other Loan Document, ~~or upon the occurrence of the Security Discharge Date,~~ the Lenders hereby authorize the Administrative Agent, at the cost and expense of the Borrowers, to execute such discharges and other instruments which are necessary for the purposes of releasing and discharging the Security therein or for the purposes of recording the provisions or effect thereof in any office where the Security Documents may be registered or recorded or for the purpose of more fully and effectively carrying out the provisions of this Section 14.26.

14.27 Erroneous Payments

(a) If the Administrative Agent notifies a Lender or LC Issuer, or any Person who has received funds on behalf of a Lender or LC Issuer (any such Lender, LC Issuer or other recipient, a "**Payment Recipient**") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under immediately succeeding clause (b)) that any funds received by such Payment

Recipient from the Administrative Agent or any of its affiliates were erroneously or mistakenly transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, LC Issuer or other Payment Recipient on its behalf) (any such funds, whether transmitted or received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and demands in writing the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Administrative Agent pending its return or repayment as contemplated below in this Section 14.27(a) and held in trust for the benefit of the Administrative Agent, and such Lender or LC Issuer shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Banking Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of (x) in respect of an Erroneous Payment in United States dollars, the Federal Funds Effective Rate, and in respect of an Erroneous Payment in Canadian dollars or any other currency at a fluctuating rate per annum equal to the overnight rate at which Canadian dollars or funds in the currency of such Erroneous Payment, as the case may be, may be borrowed by the Administrative Agent in the interbank market in an amount comparable to such Erroneous Payment (as determined by the Administrative Agent); and (y) a rate determined by the Administrative Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this clause (a) shall be conclusive, absent manifest error.

(b) Without limiting immediately preceding paragraph 14.27(a), each Lender or LC Issuer, or any Person who has received funds on behalf of a Lender or LC Issuer, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its affiliates), or (z) that such Lender, or LC Issuer, or other such recipient, otherwise becomes aware was transmitted, or received, in error or by mistake (in whole or in part) in each case:

(i) (A) in the case of immediately preceding clauses (x) or (y), an error shall be presumed to have been made (absent written confirmation from the Administrative Agent to the contrary) or (B) an error has been made (in the case of immediately preceding clause (z)), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender or LC Issuer shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Banking Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 14.27(b).

(c) Each Lender or LC Issuer hereby authorizes the Administrative Agent to set off, net and apply any and all amounts at any time owing to such Lender or LC Issuer under any Loan Document, or otherwise payable or distributable by the Administrative Agent to such Lender or LC Issuer from any source, against any amount due to the Administrative Agent under immediately preceding Section 14.27(a) or under the indemnification provisions of this Agreement.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with immediately preceding Section 14.27(a), from any Lender or LC Issuer that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**"), upon the Administrative Agent's notice to such Lender or LC Issuer at any time, (i) such Lender or LC Issuer shall be deemed to have assigned its advances hereunder (but not its Individual Commitment) with respect to which such Erroneous Payment was made (the "**Erroneous Payment Impacted Class**") in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the advances hereunder (but not Individual Commitments) of the Erroneous Payment Impacted Class, the "**Erroneous Payment Deficiency Assignment**") at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrowers) deemed to execute and deliver an assignment agreement (or, to the extent applicable, an agreement incorporating an assignment agreement by reference pursuant to an electronic platform approved by the Administrative Agent and as to which the Administrative Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, and such Lender or LC Issuer shall deliver any notes evidencing such advances to the Borrowers or the Administrative Agent, (ii) the Administrative Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender or LC Issuer, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender or assigning LC Issuer shall cease to be a Lender or LC Issuer, as applicable, hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this agreement and its Individual Commitment which shall survive as to such assigning Lender or assigning LC Issuer and (iv) the Administrative Agent may reflect in the applicable register its ownership interest in the advances subject to the Erroneous Payment Deficiency Assignment. The Administrative Agent may, in its discretion, sell any advances acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender or LC Issuer shall be reduced by the net proceeds of the sale of such advance (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender or LC Issuer (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Individual Commitment of any Lender or LC Issuer and such Individual Commitments of the Lenders and LC Issuer shall remain available in accordance with the terms of this agreement. In addition, each party hereto agrees that, except to the extent that the Administrative Agent has sold an advance (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Lender or LC Issuer under the Loan Documents with respect to each Erroneous Payment Return Deficiency (the "**Erroneous Payment Subrogation Rights**").

(e) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any of the indebtedness, obligations and liabilities owed by any Obligor under or in respect of the Guaranteed Documents; provided that this Section 14.27 shall not be interpreted to increase (or accelerate the due date for), or have the effect of increasing (or accelerating the due date for), such indebtedness, obligations and liabilities of any Obligor relative to the amount (and/or timing for payment) of the indebtedness, obligations and liabilities that would have been payable by any Obligor under or in respect of the Guaranteed Documents had such Erroneous Payment not been made by the Administrative Agent; provided further, that for the avoidance of doubt, the immediately preceding clauses (c) and (d) shall not apply to the extent any such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from any Obligor for the purpose of satisfying such obligation.

(f) To the extent permitted by applicable law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including without limitation waiver of any defense based on "discharge for value" or any similar doctrine.

(g) Each party's obligations, agreements and waivers under this Section 14.27 shall survive the resignation or replacement of the Administrative Agent, any transfer of rights or obligations by, or the replacement of, a Lender or LC Issuer, the termination of the Individual Commitment of a Lender and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

ARTICLE 15
MISCELLANEOUS

15.1 Waivers

No failure or delay by the Lenders in exercising any remedy, right or power hereunder or otherwise shall operate as a waiver thereof, except a waiver which is specifically given in writing by the Lenders, and no single or partial exercise of any power, right or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other power, right or privilege.

15.2 Notices

All notices, demands and other communications provided for in this agreement shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by electronic communication (including email) or telefacsimile, charges prepaid, at or to the applicable addresses, telefacsimile numbers (which email notice shall be sent with a "read receipt" request to qualify as a valid notice hereunder), as the case may be, set opposite the party's name on the signature page hereof or at or to such other address or addresses or telefacsimile number or numbers as any party hereto may from time to time designate to the other parties in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Banking Day and such delivery was made prior to 4:00 p.m. (Toronto time); otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of delivery. Any communication which is transmitted by electronic communication (including email) or telefacsimile as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Banking Day and such transmission was made prior to 4:00 p.m. (Toronto time); otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of transmission.

15.3 Severability

Any provision hereof which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

15.4 Counterparts

This agreement may be executed and delivered in one or more original or faxed signed 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.

15.5 Successors and Assigns

This agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

15.6 Assignment

(a) Neither the Loan Documents nor the benefit thereof may, without the consent of each Lender, be assigned by a Borrower.

(b) A Lender may at any time sell to one or more other persons ("**Participants**"), without the consent of, or notice to, the Borrowers or the Administrative Agent, participating interests in any credit outstanding hereunder, any commitment of the Lender hereunder or any other interest of the Lender hereunder; provided, except during the occurrence of an Event of Default which is continuing, such sale of a participating interest would not cause the Borrowers to incur additional costs (including, without limitation, any additional costs pursuant to Article 8). In the event of any such sale by a Lender of a participating interest to a Participant, the Lender's obligations under this agreement to the Borrowers shall remain unchanged, the Lender shall remain solely responsible for the performance thereof and the Borrowers shall continue to be obligated to the Lender in connection with the Lender's rights under this agreement. The Borrowers agree that if amounts outstanding under this agreement are due and unpaid, or shall have been declared to be or shall have become due and payable upon the occurrence of an Event of Default, each Participant shall be deemed to have the right of setoff in respect of its participating interest in amounts owing under this agreement to the same extent as if the amount of its participating interest were owing directly to it as the relevant Lender under this agreement. The Borrowers also agree that each Participant shall be entitled to the benefits of Article 8 with respect to its participation hereunder; provided, that no Participant shall be entitled to receive any greater amount pursuant to such Article than the Lender with the relevant Individual Commitment would have been entitled to receive in respect of the amount of the participation transferred by such Lender to such Participant had no such transfer occurred. The voting rights of any Participant as between it and the applicable Lender shall be limited to matters in respect of (i) increases in the Individual Commitment of such Participant, (ii) reductions of principal, interest or fees payable to such Participant, (iii) extensions of the Maturity Date (except as expressly provided herein), and (iv) releases or discharges of all or substantially all of the Guarantees, and, for clarity, shall not include the right to vote on waivers of Defaults or Events of Default.

(c) With the prior written consent of (i) the Borrowers (which consent shall not be required (x) if such sale is to one or more other Lenders or to an affiliate of any Lender and such sale would not impose at the time of the assignment on the Borrowers any liability under Section 8.6 or (y) in circumstances where an Event of Default has occurred and is continuing), (ii) the Swingline Lender and the LC Issuer and (iii) the Administrative Agent, a Lender may at any time sell all or any part of its rights and obligations under the Loan Documents (but not less than the lesser of (x) $5,000,000 and (y) the entirety of its Individual Commitment) to one or more Persons ("**Purchasing Lenders**"), provided that (A) except during the occurrence of an Event of Default which is continuing, such sale would not cause the Borrowers to incur any additional costs (including, without limitation, any additional amount payable pursuant to Article 8), and (B) such consent is not required in the case of the sale by a Lender listed in Schedule II to the *Bank Act* (Canada) to its affiliate that is listed in Schedule III to the *Bank Act* (Canada) or a pledge by a U.S. Lender of a security interest in all or any portion of its rights under this agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a United States Federal Reserve Bank; provided that no such pledge or assignment shall release such Lender from any part of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto and (C) in respect of clause (i) above, the Borrowers shall be deemed to have consented if a response is not received from the Borrowers within 5 Banking Days of written request thereof. Upon such sale, the Lender shall, to the extent of such sale, be released from its obligations under the Loan Documents and each of the Purchasing Lenders shall become a party to the Loan Documents to the extent of the interest so purchased (it being understood that, in the case of a Purchasing Lender obtaining an assignment from a Declining Lender, such Purchasing Lender may, pursuant to Section 2.7(b)(ii) and the assignment agreement included as Schedule C hereto, elect to have the Maturity Date in respect of such assigned Individual Commitment be the extended Maturity Date as then applicable hereunder); provided, however, no Lender that is a Defaulting Lender shall be released from any obligation in respect of damages arising in connection with it being or becoming a Defaulting Lender. Any such assignment by a Lender shall not be effective unless and until (i) such Lender has paid to the Administrative Agent an assignment fee in the amount of $3,500 for each Purchasing Lender, (ii) the Purchasing Lender has executed an instrument substantially in the form of Schedule C hereto whereby the Purchasing Lender has agreed to be bound by the terms of the Loan Documents as a Lender and has agreed to a specific Individual Commitment and a specific address and telefacsimile number for the purpose of notices as provided in Section 15.2, (iii) the requisite consents to such assignment have been obtained, and (iv) a fully executed copy of such instrument has been delivered to the Administrative Agent and the Borrowers. Upon any such assignment becoming effective, Schedule A hereto shall be deemed to be amended to include the Purchasing Lender as a Lender with the specific Individual Commitment, address and telefacsimile number as aforesaid and the Individual Commitment of the Lender making such assignment shall be deemed to be reduced by the amount of the Individual Commitment of the Purchasing Lender.

(d) The Borrowers authorize the Administrative Agent and the Lenders to disclose to any Participant or Purchasing Lender (each, a "**Transferee**") and any prospective Transferee and authorizes each of the Lenders to disclose to any other Lender any and all financial information in their possession concerning the Borrowers which has been delivered to them by or on behalf of the Borrowers pursuant to this agreement or which has been delivered to them by or on behalf of the Borrowers in connection with their credit evaluation of the Borrowers prior to becoming a party to this agreement, so long as any such Transferee agrees not to disclose any confidential, non-public information to any Person other than its non-brokerage affiliates, employees, accountants or legal counsel, unless required by law.

(e) No assignment may be made to (i) a natural Person or (ii) an Obligor or any affiliate thereof.

15.7 Entire Agreement

This agreement and the agreements referred to herein and delivered pursuant hereto constitute the entire agreement between the parties hereto and supersede any prior agreements, commitment letters, undertakings, declarations, representations and understandings, both written and verbal, in respect of the subject matter hereof.

15.8 Further Assurances

The Borrowers shall from time to time and at all times hereafter, upon every reasonable request of the Administrative Agent, make, do, execute, and deliver or cause to be made, done, executed and delivered all such further acts, deeds, assurances and things as may be necessary in the opinion of the Administrative Agent for more effectually implementing and carrying out the true intent and meaning of this agreement, the other Loan Documents or any agreement delivered pursuant hereto or thereto.

15.9 Judgment Currency

(a) If, for the purpose of obtaining or enforcing judgment against a Borrower in any court in any jurisdiction, it becomes necessary to convert into a particular currency (such currency being hereinafter in this Section 15.9 referred to as the "**Judgment Currency**") an amount due in another currency (such other currency being hereinafter in this Section 15.9 referred to as the "**Indebtedness Currency**") under this agreement, the conversion shall be made at the rate of exchange prevailing on the Banking Day immediately preceding:

(i) the date of actual payment of the amount due, in the case of any proceeding in the courts of the Province of Ontario or in the courts of any other jurisdiction that will give effect to such conversion being made on such date; or

(ii) the date on which the judgment is given, in the case of any proceeding in the courts of any other jurisdiction (the date as of which such conversion is made pursuant to this Section 15.9(a)(ii) being hereinafter in this Section 15.9 referred to as the "**Judgment Conversion Date**").

(b) If, in the case of any proceeding in the court of any jurisdiction referred to in Section 15.9(a)(ii), there is a change in the rate of exchange prevailing between the Judgment Conversion Date and the date of actual payment of the amount due, the Borrowers shall pay to the appropriate judgment creditor or creditors such additional amount (if any, but in any event not a lesser amount) as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Indebtedness Currency which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial order at the rate of exchange prevailing on the Judgment Conversion Date.

(c) Any amount due from the Borrowers under the provisions of Section 15.9(b) shall be due to the appropriate judgment creditor or creditors as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of this agreement.

The term "rate of exchange" in this Section 15.9 means the 4:30 pm (Toronto time) spot rate of exchange for Canadian interbank transactions applied in converting the Indebtedness Currency into the Judgment Currency published by the Bank of Canada for the day in question.

15.10 Anti-Money Laundering Legislation

(a) The Borrowers acknowledge that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" applicable laws, whether within Canada or elsewhere (collectively, including any guidelines or orders thereunder, "**AML Legislation**") as well as pursuant to any Lender's "know your client" checks and identification procedures, the Lenders and the Administrative Agent may be required to obtain, verify and record information regarding the Borrowers and their subsidiaries and their directors, authorized signing officers, direct or indirect shareholders or unitholders or other Persons in control of any Borrower and/or any such subsidiary, and the transactions contemplated hereby. The Borrowers shall promptly:

(i) provide all such information, including supporting documentation and other evidence, as may be reasonably requested by any Lender or the Administrative Agent, or any prospective assignee of a Lender or the Administrative Agent, in order to comply with any applicable AML Legislation or such Lender's "know your client" checks and identification procedures, whether now or hereafter in existence; and

(ii) if requested from time to time, notify the recipient of any such information of any changes thereto.

(b) If, upon the written request of any Lender, the Administrative Agent has ascertained the identity of any Borrowers or any of their subsidiaries or any authorized signatories of either Borrower or any of its subsidiaries for the purposes of applicable AML Legislation on such Lender's behalf, then the Administrative Agent:

(i) shall be deemed to have done so as an agent for such Lender, and this agreement shall constitute a "written agreement" in such regard between such Lender and the Administrative Agent within the meaning of applicable AML Legislation; and

(ii) shall provide to such Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the foregoing, each of the Lenders agrees that the Administrative Agent has no obligation to ascertain the identity of any Borrower or any of its subsidiaries or any authorized signatories of any Borrower or any of its subsidiaries, on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any Borrower or any of its subsidiaries or any such authorized signatory in doing so.

15.11 USA PATRIOT Act Notice

Each Lender that is subject to the Act (as hereinafter defined) and the Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Borrowers that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**Act**"), it is required to obtain, verify and record information that identifies each Obligor, which information includes the names and address of each Obligor and other information that will allow such Lender or the Administrative Agent, as applicable to identify each Obligor in accordance with the Act.

15.12 No Fiduciary Duty

Each Lender and its affiliates (collectively, solely for purposes of this Section 15.12, the "**Banks**"), may have economic interests that conflict with those of the Borrowers, their shareholders and/or their affiliates. The Borrowers acknowledge and agree that (a) the transactions contemplated by the Loan Documents (including the exercise of rights and remedies hereunder and thereunder) (the "**Loan Document Transactions**") are arm's-length commercial transactions between the Banks, on the one hand, and the Borrowers, on the other, and (b) in connection with the Loan Document Transactions and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of any Borrower, its shareholders or its affiliates with respect to the Loan Document Transactions or the process leading thereto (irrespective of whether any Bank has advised, is currently advising or will advise any Borrower, its shareholders or its affiliates on other matters) or any other obligation to the Borrowers except the obligations expressly set forth in the Loan Documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of any Borrower, its management, shareholders, creditors or any other Person in respect of the Loan Document Transactions except as otherwise expressly set forth in the Loan Documents. Each Borrower acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to the Loan Document Transactions and the process leading thereto. Each Borrower agrees that it will not claim that any Bank has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Borrower, in connection with the Loan Document Transactions or the process leading thereto except as otherwise expressly set forth in the Loan Documents.

15.13 WAIVER OF JURY TRIAL

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY

IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

15.14 Joint and Several Liability of Borrowers

(a) Each Borrower is accepting joint and several liability hereunder in consideration of the financial accommodations to be provided by the Lenders under this agreement, for the mutual benefit, directly and indirectly, of each Borrower and in consideration of the undertakings of each other Borrower to accept joint and several liability for the obligations owing to the Lenders, the Administrative Agent or LC Issuer under this agreement (collectively, but excluding Excluded Swap Obligations, the "**Obligations**").

(b) Each Borrower, jointly and severally, hereby irrevocably and unconditionally accepts, not merely as a surety but also as a co-debtor, joint and several liability with the other Borrowers, with respect to the payment and performance of all of the Obligations (including, without limitation, any Obligations arising under this Section 15.14), it being the intention of the parties hereto that all the Obligations shall be the joint and several obligations of each Borrower without preferences or distinction among them.

(c) If and to the extent that any Borrower shall fail to make any payment with respect to any of the Obligations as and when due or to perform any of the Obligations in accordance with the terms thereof, then in each such event the other Borrowers will make such payment with respect to, or perform, such Obligation.

(d) The Obligations of each Borrower under the provisions of this Section 15.14 constitute the absolute and unconditional, full recourse Obligations of each Borrower enforceable against each such Borrower to the full extent of its properties and assets, irrespective of the validity, regularity or enforceability of this agreement or any other circumstances whatsoever.

(e) Except as otherwise expressly provided in this agreement, each Borrower hereby waives notice of acceptance of its joint and several liability, notice of any Loan issued under or pursuant to this agreement, notice of the occurrence of any Default, Event of Default, or of any demand for any payment under this agreement, notice of any action at any time taken or omitted by the Administrative Agent or any Lender under or in respect of any of the Obligations, any requirement of diligence or to mitigate damages and, generally, to the extent permitted by applicable law, all demands, notices and other formalities of every kind in connection with this agreement (except as otherwise provided in this agreement). Each Borrower hereby assents to, and waives notice of, any extension or postponement of the time for the payment of any of the Obligations, the acceptance of any payment of any of the Obligations, the acceptance of any partial payment thereon, any waiver, consent or other action or acquiescence by the Administrative Agent or any Lender at any time or times in respect of any default by any Borrower in the performance or satisfaction of any term, covenant, condition or provision of this agreement, any and all other indulgences whatsoever by Lender in respect of any of the Obligations, and the taking, addition, substitution or release, in whole or in part, at any time or times, of any security for any of the Obligations or the addition, substitution or release, in whole or in part, of any Borrower. The obligations of each Borrower under this Section 15.14 shall not be diminished or rendered unenforceable by any winding up, reorganization, arrangement, liquidation, reconstruction or similar proceeding with respect to any Borrower or Lender. The joint and several liability of the Borrowers hereunder shall continue in full force and effect notwithstanding any absorption, merger, amalgamation or any other change whatsoever in the name, constitution or place of formation of any Borrower. Each Borrower hereby waives and agrees not to assert any right to require the Administrative Agent or any Lender to proceed against any other Borrower, any Guarantor or any other Person, or to pursue any other right, remedy, power or privilege of the Administrative Agent or any Lender whatsoever, any defense arising by reason of any lack of corporate or other authority or any other defense of any other Borrower, any Guarantor or any other Person, without limiting the generality of the foregoing, to the fullest extent permitted by law, any defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties, or that may conflict with the terms of this Section 15.14.

(f) Each Borrower represents and warrants to the Lenders that such Borrower is currently informed of the financial condition of the other Borrower and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Each Borrower further represents and warrants to the Lenders that such Borrower has read and understands the terms and conditions of the Loan Documents. Each Borrower hereby covenants that such Borrower will continue to keep informed of the other Borrower's financial condition, the financial condition of the Guarantors and of all other circumstances which bear upon the risk of nonpayment or non-performance of the Obligations.

(g) The provisions of this Section 15.14 are made for the benefit of the Lenders and their respective successors and assigns, and may be enforced by them from time to time against any or all of the Borrowers as often as occasion therefor may arise and without requirement on the part of Lenders or any of their respective successors or assigns to first to marshal any of its or their claims or to exercise any of its or their rights against any of the other Borrowers or to exhaust any remedies available to it or them against any of the other Borrowers or to resort to any other source or means of obtaining payment of any of the Obligations hereunder or to elect any other remedy. The provisions of this Section 15.14 shall remain in effect until all of the Obligations shall have been paid in full or otherwise fully satisfied.

(h) Each Borrower hereby agrees that it will not enforce any of its rights of contribution or subrogation against the other Borrower with respect to any liability incurred by it hereunder or under any of the other Loan Documents, any payments made by it to the Lenders with respect to any of the Obligations or any collateral security therefor until such time as all of the Obligations have been paid in full in cash. Any claim which any Borrower may have against the other Borrower with respect to any payments to the Lenders hereunder or under any other Loan Documents are hereby expressly made subordinate and junior in right of payment, without limitation as to any increases in the Obligations arising hereunder or thereunder, to the prior payment in full in cash of the Obligations and, in the event of any insolvency, bankruptcy, receivership, liquidation, reorganization or other similar proceeding under the laws of any jurisdiction relating to any Borrower, its debts or its assets, whether voluntary or involuntary, all such Obligations shall be paid in full in cash before any payment or distribution of any character, whether in cash, securities or other property, shall be made to the other Borrower therefor.

(i) Each Borrower hereby agrees that, after the occurrence and during the continuance of an Event of Default, the payment of any amounts due with respect to the indebtedness owing by it to the other Borrower is hereby subordinated to the prior payment in full in cash of the Obligations. Each Borrower hereby agrees that after the occurrence and during the continuance of an Event of Default, such Borrower will not demand, sue for or otherwise attempt to collect any indebtedness of the other Borrower owing to such Borrower until the Obligations shall have been paid in full in cash. If, notwithstanding the foregoing sentence, such Borrower shall collect, enforce or receive any amounts in respect of such indebtedness, such amounts shall be collected, enforced and received by such Borrower as trustee for the Lenders, and such Borrower shall deliver any such amounts to the Administrative Agent for application to the Obligations in accordance with the terms hereof.

15.15 Debit Authorization

The Borrowers authorize and direct the Administrative Agent to debit automatically, by mechanical, electronic or manual means, the Designated Accounts or, if expressly authorized by any Borrower, any other bank accounts of the Borrowers maintained with the Administrative Agent for all amounts due and payable by the Borrowers under this agreement, including the repayment of principal and the payment of interest, fees and all charges for the keeping of that bank account. The Administrative Agent shall notify the Borrowers as to the particulars of those debits in the normal course.

15.16 Contractual Recognition of Bail-In.

Notwithstanding any other term of any Guaranteed Document or any other agreement, arrangement or understanding between the parties hereto, each party to this agreement acknowledges and accepts that any liability of any party to this agreement to any other party to this agreement under or in connection with the Guaranteed Documents may be subject to Bail-In Action by the relevant Resolution Authority and acknowledges and accepts to be bound by the effect of:

(a) any Bail-In Action in relation to any such liability, including (without limitation):

(i) a reduction, in full or in part, in the principal amount, or outstanding amount due (including any accrued but unpaid interest) in respect of any such liability;

(ii) a conversion of all, or part of, any such liability into shares or other instruments of ownership that may be issued to, or conferred on, it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under any Guaranteed Document; and

(iii) a cancellation of any such liability; and

(b) a variation of any term of any Guaranteed Document to the extent necessary to give effect to any Bail-In Action in relation to any such liability.

15.17 Acknowledgement Regarding Any Supported QFCs.

(a) To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Hedging Agreement or any other agreement or instrument that is a QFC (such support, "**QFC Credit Support**" and each such QFC a "**Supported QFC**"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "**U.S. Special Resolution Regimes**") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding the governing law of any of the Loan Documents or any Supported QFC):

(b) ~~(a)~~ If a Covered Entity that is party to a Supported QFC (each, a "**Covered Party**") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(c) ~~(b)~~ As used in this Section 15.17, the following terms have the following meanings:

"**BHC Act Affiliate**" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"**Covered Entity**" means any of the following:

~~(I)~~ (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

~~(II)~~ (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

~~(III)~~ (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"**Default Right**" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"**QFC**" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement on the date first written above.

NFI Group Inc.
c/o New Flyer Industries Canada ULC
711 Kernaghan Avenue
Winnipeg, Manitoba
R2C 3T4

Attention: Chief Financial Officer
Telefax: **[redacted]**

NFI GROUP INC.

By: ______________________________
Name:
Title:

New Flyer Holdings, Inc.
c/o New Flyer Industries Canada ULC
711 Kernaghan Avenue
Winnipeg, Manitoba
R2C 3T4

Attention: Chief Financial Officer
Telefax: **[redacted]**

NEW FLYER HOLDINGS, INC.

By: ______________________________
Name:
Title:

The Bank of Nova Scotia – Loan Syndications
40 King Street West, 62nd Floor
Toronto, ON M5W 2X6

Attention: **[redacted]**
Telefax: **[redacted]**
Email: **[redacted]**

THE BANK OF NOVA SCOTIA, as Administrative Agent

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

The Bank of Nova Scotia
Scotia Plaza, 64th Floor
40 King Street West
Toronto, ON M5H 3Y2

Attention: **[redacted]**
Telefax: **[redacted]**
Email: **[redacted]**

THE BANK OF NOVA SCOTIA, as Lender and Swingline Lender

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

Bank of Montreal
100 King Street West
Toronto ON M5X 1A9

Attention: **[redacted]**
Email: **[redacted]**

BANK OF MONTREAL, as Lender

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

Bank of Montreal, Chicago Branch
100 King Street West
Toronto ON M5X 1A9

Attention: **[redacted]**
Email: **[redacted]**

BANK OF MONTREAL, CHICAGO BRANCH, as Lender

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

National Bank of Canada
130 King Street West, Suite 3200
Toronto, ON M5X 1J9

Attention: **[redacted]**
Telefax: **[redacted]**
Email: **[redacted]**

NATIONAL BANK OF CANADA, as Lender

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

Canadian Imperial Bank of Commerce
Brookfield Place
161 Bay Street, 8th floor
Toronto ON M5J 2S8

Attention: **[redacted]**
Telefax: **[redacted]**
Email: **[redacted]**

CANADIAN IMPERIAL BANK OF COMMERCE, as Lender

By: ____________________________________
Name:
Title:

By: ____________________________________
Name:
Title:

Bank of America, N.A., Canada Branch
181 Bay St, 4th Floor
Toronto, ON M5J 2V8

Attention: **[redacted]**
Telefax: N/A
Email: **[redacted]**

BANK OF AMERICA, N.A., CANADA BRANCH, as Lender

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

The Toronto-Dominion Bank
360 Main Street, Suite 2050
Winnipeg, MB R3C 3Z3

Attention: **[redacted]**
Telefax: **[redacted]**
Email: **[redacted]**

THE TORONTO-DOMINION BANK, as Lender

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

Wells Fargo Bank, N.A., Canadian Branch
2711-308, 4th Ave SW
Calgary, AB T2P 0H7

Attention: **[redacted]**
Email: **[redacted]**

WELLS FARGO BANK, N.A., CANADIAN BRANCH, as Lender

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

HSBC Bank Canada
9th Floor, 407 – 8th Ave SW
Calgary, Alberta T2P 1E5

Attention: **[redacted]**
Telefax: **[redacted]**
Email: **[redacted]**

HSBC BANK CANADA, as Lender

By: ______________________________
Title:
Name:

By: ______________________________
Name:
Title:

MUFG Bank, Ltd., Canada Branch
Royal Bank Plaza, South Tower
200 Bay Street, Suite 1800
Toronto, ON M5J 2J1

Attention: **[redacted]**
Email: **[redacted]**

MUFG BANK, LTD., CANADA BRANCH, as Lender

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

Export Development Canada
150 Slater St.
Ottawa, Ontario K1A 1K3

Attention: **[redacted]**
Telefax: **[redacted]**
Email: **[redacted]**

EXPORT DEVELOPMENT CANADA, as Lender

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

ICICI Bank Canada
150 Ferrand Drive, Suite 1200
Toronto ON M3C 3E5 Canada

Attention: **[redacted]**
Telefax: **[redacted]**
Email: **[redacted]**

ICICI BANK CANADA, as Lender

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

~~286051.00082/115100227.4~~
286051.00082/117128827.14

SCHEDULE A
LENDERS AND INDIVIDUAL COMMITMENTS

[Schedule redacted]

SCHEDULE B
COMPLIANCE CERTIFICATE

TO: THE BANK OF NOVA SCOTIA
GLS – Agency Services
40 King Street West, 62nd Floor
Toronto, Ontario
M5W 2X6

Attention: Head, Agency Services
Fax no : **[redacted]**

I, **____________________**, the **[Chief Financial Officer]** of NFI Group Inc. (the "**Canadian Borrower**"), in such capacity and not personally hereby certify that:

1. I am the duly appointed **[Chief Financial Officer]** of the Canadian Borrower, one of the Borrowers named in the credit agreement made as of October 25, 2018 (as amended, modified, supplemented or restated to the date hereof, the "**Credit Agreement**") between the Canadian Borrower, New Flyer Holdings, Inc., as borrowers, the Lenders named therein and The Bank of Nova Scotia, as administrative agent of the Lenders, and as such I am providing this Certificate for and on behalf of the Canadian Borrower pursuant to the Credit Agreement.

2. I am familiar with and have examined the provisions of the Credit Agreement including, without limitation, those of Article 10, Article 11 and Article 13 therein.

3. To the best of my knowledge, information and belief and after due inquiry, no Default has occurred and is continuing.

4. As of [**the last day of or for the Fiscal Quarter ending __________, 20__]**, the amounts and financial ratios referred to in Sections 11.1(f), 11.1(f)(1), 11.1(g), 11.1(g)(1), 11.1(x), 11.1(x)(1) and (11.1(y)~~[2]~~, as applicable, of the Credit Agreement, the details of which are set forth in the attached Appendices, are as follows:

~~[1] Notwithstanding the Interest Coverage Ratio and the Total Leverage Ratio have been waived in certain reporting periods (refer to section 11.1(f) and (g)), the Canadian Borrower shall also report during such waived periods on the Interest Coverage Ratio and the Total Leverage Ratio for informational purposes only.~~

~~[2] Determine Interest Coverage Ratio required amount based on date of reporting (refer to Section 11.1(f)).~~

	Actual	**Required**
Interest Coverage Ratio	___ to 1	[●][1]
Total Leverage Ratio	___ to 1	~~[<@>][3]~~[●][2]
Minimum Liquidity~~[4]~~	~~<@>~~[●]	Greater than ~~[~~$~~50,000,000]~~ 250,000,000
Annualized Interest Coverage Ratio	___ to 1	[●][3]
Annualized Total Leverage Ratio	___ to 1	[●][4]
Total Net Debt to Capitalization Ratio	[●]	[●][5]
Minimum Adjusted EBITDA	[●]	[●][6]

5. I hereby certify that on each date from [●], 2021 **[i.e. the ~~Fourth~~Fifth Amendment Effective Date]** until and including the date hereof, the financial covenants referred to in Sections 11.1(f), 11.1(~~g~~f)(1), 11.1(~~x~~g), 11.1(g)(1), 11.1(x), 11.1(x)(1) and (11.1(y), as applicable, have been maintained in accordance with the terms of this agreement.~~[6]~~

6. Attached as Exhibit A hereto is the corporate structure chart of the Canadian Borrower in effect as of the last day of the Fiscal Quarter ending __________, 20__.

7. As at the end of the [**Fiscal Quarter/Fiscal Year**] ending <@>, <@>, the Canadian Commitment Amount is $<@> and the U.S. Commitment Amount is $<@>.

8. As at the last day of the Fiscal Quarter ending ________________, 20______, the Obligors constitute at least 80% of the Canadian Borrower's total assets on a consolidated basis and 80% of the aggregate amount of Adjusted EBITDA on a consolidated basis for such Fiscal Quarter and the three immediately preceding Fiscal Quarters

	Obligor	**% of Assets attributable to such Obligor for such Fiscal Quarter**	**% of Adjusted EBITDA of attributable to such Obligor for such Fiscal Quarter**
(i)	Canadian Borrower	_____%	____%

1 Determine Interest Coverage Ratio required amount based on date of reporting (refer to Section 11.1(f)).

~~3 Determine Total Leverage Ratio required amount based on date of reporting and whether the Covenant Increase Option Period is effective (refer to Section 11.1(g)).~~

2 Determine Total Leverage Ratio required amount based on date of reporting (refer to Section 11.1(g)).

~~4 Minimum Liquidity only to be included prior to the Reversion Date and to be set at $150,000,000 if the Covenant Increase Option Period is effective.~~

3 Determine Annualized Interest Coverage Ratio required amount based on date of reporting (refer to Section 11.1(f)(1)).

4 Determine Annualized Total Leverage Ratio required amount based on date of reporting (refer to Section 11.1(f)(1)).

5 Total Net Debt to Capitalization Ratio only to be included for reporting period referenced in Section 11.1(y).

6 Refer to Section 11.1(x)(1) for Minimum Adjusted EBITDA requirement.

~~6 This statement only to be included for compliance certificates to be delivered until the Reversion Date.~~

(ii)	New Flyer Holdings, Inc.	_____%	____%
(iii)	[identify Guarantors]	_____%	____%

9. At the end of the [**Fiscal Quarter**] ending [●], [●], Excess Cash Flow was $__________. The calculation of Excess Cash Flow as at the end of such Fiscal Quarter is demonstrated by the figures set out on the Excess Cash Flow worksheet attached hereto as Exhibit B hereto.

10. Attached as Exhibit ~~B~~C hereto is an updated bank financial model of the Canadian Borrower in respect of the Fiscal Quarter ending __________, 20__, in a substantially similar format to the bank financial model previously delivered by the Canadian Borrower to the Administrative Agent.[7]

[7] This deliverable is required to be delivered for each Fiscal Quarter prior to and including the Fiscal Quarter ending December 31, 2023.

11. I hereby certify that as the last day of the Fiscal Quarter ending __________, 20__, and to the best of my knowledge, information and belief after due inquiry, the Borrowers expect to achieve in all material respects the forecasts set forth in **[date and particulars of document redacted]**.

12. ~~11.~~ Unless the context otherwise requires, capitalized terms in the Credit Agreement which appear herein without definitions shall have the meanings ascribed thereto in the Credit Agreement.

DATED this _______ day of _____________, 20____.

____
(Signature)

____
(Name - please print)

____
(Title of Chief Financial Officer)

APPENDIX I TO COMPLIANCE CERTIFICATE

[To be completed by Obligors]

EXHIBIT A TO COMPLIANCE CERTIFICATE
CORPORATE STRUCTURE CHART

(See attached.)

EXHIBIT B TO COMPLIANCE CERTIFICATE
EXCESS CASH FLOW CALCULATION

(See attached.)

EXHIBIT C TO COMPLIANCE CERTIFICATE
FINANCIAL MODEL

(See attached.)

SCHEDULE C
FORM OF ASSIGNMENT AND ASSUMPTION

Dated __________, 20___

Reference is made to the credit agreement made as of October 25, 2018 (as amended, modified, supplemented or restated to the date hereof, the "**Credit Agreement**"), between NFI Group Inc. and New Flyer Holdings, Inc., as borrowers, the Lenders named therein and The Bank of Nova Scotia, as administrative agent of the Lenders. Terms defined in the Credit Agreement are used herein as therein defined.

________________ (the "**Assignor**") and ________________ (the "**Assignee**") agree as follows:

(a) The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, a ______% interest in and to all of the Assignor's rights and obligations under the Credit Agreement as of the Effective Date (as defined below) (including, without limitation, such percentage interest in the Assignor's Individual Commitment as in effect on the Effective Date, the credit extended by the Assignor under the Credit Facility and outstanding on the Effective Date and the corresponding rights and obligations of the Assignor under all of the Loan Documents).

(b) The Assignor (i) represents and warrants that as of the date hereof its Individual Commitment with respect to the Credit Facility is $___________ (without giving effect to assignments thereof which have not yet become effective, including, but not limited to, the assignment contemplated hereby), and the aggregate outstanding amount of credit extended by it under the Credit Facility is $_________________ (without giving effect to assignments thereof which have not yet become effective, including, but not limited to, the assignment contemplated hereby); (ii) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (iii) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; (iv) makes no representation or warranty and assumes no responsibility with respect to the financial condition of the Borrowers or the performance or observance by the Borrowers of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto; and (v) gives notice to the Administrative Agent and the Borrowers of the assignment to the Assignee hereunder.

(c) The effective date of this Assignment (the "Effective Date") shall be the later of ___________ and the date on which a copy of a fully executed copy of this Assignment has been delivered to the Borrowers and the Administrative Agent in accordance with Section 15.6(c) of the Credit Agreement.

(d) The Assignee hereby agrees to the specific Individual Commitment of $____________ with respect to the Credit Facility and to the address and telefacsimile number set out after its name on the signature page hereof for the purpose of notices as provided in Section 15.2 of the Credit Agreement.

(e) As of the Effective Date (i) the Assignee shall, in addition to any rights and obligations under the Loan Documents held by it immediately prior to the Effective Date, have the rights and obligations under the Loan Documents that have been assigned to it pursuant to this Assignment and (ii) the Assignor shall, to the extent provided in this Assignment, relinquish its rights and be released from its obligations under the Loan Documents.

(f) **[NOTE: IN RESPECT OF A TRANSFER BY A DECLINING LENDER:] [The Maturity Date applicable in respect of the Individual Commitments related to the Credit Facility that have been assigned to it pursuant to this Assignment is <@> (being the extended Maturity Date as applicable under the Credit Facility).]**

(g) The Assignor and Assignee shall make all appropriate adjustments in payments under the Loan Documents for periods prior to the Effective Date directly between themselves.

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

[ASSIGNOR]

By: ____________________________________
Name:
Title:

[ASSIGNEE]

By: ____________________________________
Name:
Title:

Address

____

____

____

Attention: ____________________________

Telefax: ____________________________

Acknowledged and agreed to as of this ____________ day of ____________ , 20______.

THE BANK OF NOVA SCOTIA, as Administrative Agent

By: ________________________________
Name:
Title:

Acknowledged and agreed to as of this __________ day of ______________, 20_____.[~~7~~8]

THE BANK OF NOVA SCOTIA, as Swingline Lender

By: ________________________________
Name:
Title:

THE BANK OF NOVA SCOTIA, as Issuing Bank

By: ________________________________
Name:
Title:

Acknowledged and agreed to as of this __________ day of ______________, 20_____.

[~~7~~8] Swingline Lender / Issuing Bank consent required only involving a sale of all or any part of a Lender's rights and obligations under the Credit Facility in such capacity.

NFI GROUP INC., as Canadian Borrower[8][9]

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

NEW FLYER HOLDINGS INC., as U.S. Borrower

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

[8][9] Borrower consent shall not be required (x) if such sale is to one or more other Lenders or to an affiliate of any Lender and such sale would not impose at the time of the assignment on the Borrowers any liability under Section 8.6 or (y) in circumstances where an Event of Default has occurred and is continuing.

SCHEDULE D
FORM OF DRAWDOWN NOTICE

TO: The Bank of Nova Scotia, as Administrative Agent

RE: Credit agreement made as of October 25, 2018 (as amended, modified, supplemented or restated to the date hereof, the "**Credit Agreement**"), between NFI Group Inc. and New Flyer Holdings, Inc., as borrowers, the Lenders named therein and The Bank of Nova Scotia, as administrative agent of the Lenders

Pursuant to the terms of the Credit Agreement, the undersigned hereby irrevocably notifies you that it wishes to draw down under the Credit Facility on [date of drawdown] as follows:

Availment Option: ____

Amount and Currency: ____

If LIBOR LOAN, Interest Period: ____

If Bankers' Acceptances, term: ____

If Letter, term: ____

beneficiary: ____

other terms and conditions: ____

You are hereby irrevocably authorized and directed to pay the proceeds of the drawdown to the following account:

[insert account details]

and this shall be your good and sufficient authority for so doing.

The undersigned hereby confirms that (x) no Default has occurred and is continuing as at the date hereof or would arise immediately after giving effect to or as a result of such drawdown.

[Reference is made to all powers of attorney granted by the Canadian Borrower pursuant to Section 3.3(j) of the Credit Agreement.]

All capitalized terms defined in the Credit Agreement and used herein shall have the meanings ascribed thereto in the Credit Agreement.

DATED the ______ day of _______________, 20___.

[NAME OF BORROWER]

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

SCHEDULE E
FORM OF ROLLOVER NOTICE

TO: The Bank of Nova Scotia, as Administrative Agent

RE: Credit agreement made as of October 25, 2018 (as amended, modified, supplemented or restated to the date hereof, the "**Credit Agreement**"), between NFI Group Inc. and New Flyer Holdings, Inc., as borrowers, the Lenders named therein and The Bank of Nova Scotia, as administrative agent of the Lenders

Pursuant to the terms of the Credit Agreement, the undersigned hereby irrevocably requests a rollover of outstanding credit under the Credit Facility on **[date of rollover]** as follows:

Bankers' Acceptances

Maturity Date of Maturing Bankers' Acceptances	____________________
Aggregate Face Amount of Maturing Bankers' Acceptances	Cdn.$________________
Portion Thereof to be Replaced	Cdn.$________________
Term or Terms of New Bankers' Acceptances	_______ days
Number of New Bankers' Acceptances	________

LIBOR Loans

Maturity Date of Maturing LIBOR Loan	____________________
Principal Amount of Maturing LIBOR Loan	U.S.$ ___________
Portion Thereof to be Replaced	U.S.$ ___________
	______ months

Interest Period of New LIBOR Loan

The undersigned hereby confirms that no Default has occurred and is continuing as at the date hereof or would arise immediately after giving effect to or as a result of such rollover.

[Reference is made to all powers of attorney granted by each Canadian Borrower pursuant to Section 3.3(j) of the Credit Agreement.]

All capitalized terms defined in the Credit Agreement and used herein shall have the meaning ascribed thereto in the Credit Agreement.

DATED the __________ day of _________________, 20____.

[NAME OF BORROWER]

By: ______________________________________
Name:
Title:

By: ______________________________________
Name:
Title:

SCHEDULE F
FORM OF CONVERSION NOTICE

TO: The Bank of Nova Scotia, as Administrative Agent

RE: Credit agreement made as of October 25, 2018 (as amended, modified, supplemented or restated to the date hereof, the "**Credit Agreement**"), between NFI Group Inc. and New Flyer Holdings, Inc., as borrowers, the Lenders named therein and The Bank of Nova Scotia, as administrative agent of the Lenders

Pursuant to the terms of the Credit Agreement, the undersigned hereby irrevocably requests a conversion of outstanding credit under the Credit Facility on [date of conversion] as follows:

[Choose as appropriate]

Converting From		**Converting Into**	
Bankers' Acceptances		*Bankers' Acceptance*	
Maturity Date of Bankers' Acceptances to be converted	_____________	Aggregate Face Amount of New Bankers' Acceptances	Cdn.$______________
Aggregate Face Amount of said Bankers' Acceptances	Cdn.$________	Term or Terms of New Bankers' Acceptances	_______ month(s)
Portion Thereof to be Converted	Cdn.$________	Number of New Bankers' Acceptances	__________________
Prime Rate Loans		*LIBOR Loans*	
Principal Amount of Prime Rate Loan to be converted	Cdn.$________	Principal Amount of New LIBOR Loan	U.S.$ _________
Portion Thereof to be Converted	Cdn.$________	Interest Period of New LIBOR Loan	Months
		Prime Rate Loans	
Base Rate Canada Loans		Principal Amount of New Prime Rate Loan	Cdn.$________

Principal Amount of Base Rate Canada Loan to be converted	U.S.$________	*Base Rate Canada Loan*	
Portion Thereof to be Converted	U.S.$________	Principal Amount of New Base Rate Canada Loan	U.S.$______________
Base Rate New York Loan			
Principal Amount of Base Rate New York Loan to be converted	U.S.$________		
Portion thereof to be converted	U.S.$________		
LIBOR Loans		*Base Rate New York Loan*	
Maturity Date of LIBOR Loan to be Converted	____________	Principal Amount of New Base Rate New York Loan	U.S.$______________
Principal Amount of said LIBOR Loan	U.S.$________		
Portion Thereof to be Converted	U.S.$ ____________		

The undersigned hereby confirms that no Default has occurred and is continuing as at the date hereof or would arise immediately after giving effect to or as a result of such conversion.

[Reference is made to all powers of attorney granted by the Borrower pursuant to Section 3.3(j) of the Credit Agreement.]

All capitalized terms defined in the Credit Agreement and used herein shall have the meaning ascribed thereto in the Credit Agreement.

DATED the ________ day of _____________, 20____.

[NAME OF BORROWER]

By: ____________________________________
Name:
Title:

____

By: ______________________________
Name:
Title:

SCHEDULE G
CORPORATE STRUCTURE

[Schedule redacted]

SCHEDULE H
REPLACEMENT LENDER AGREEMENT

Reference is made to the credit agreement made as of October 25, 2018 (as amended, modified, supplemented or restated to the date hereof, the “Credit Agreement”), between NFI Group Inc. and New Flyer Holdings, Inc., as borrowers, the Lenders named therein and The Bank of Nova Scotia, as administrative agent of the Lenders. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned in the Credit Agreement.

RECITALS:

Pursuant to Section 8.3(d) of the Credit Agreement, the Borrowers wish to designate the Replacement Lender defined below as a Lender under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrowers, the Lenders, the Administrative Agent and __________________ (the “**Replacement Lender**”), hereby agree as follows:

1. The Credit Agreement shall, henceforth from the date of the execution and delivery of this Replacement Lender Agreement but subject always to Section 8.3(f) and (h) of the Credit Agreement, be read and construed as if the Replacement Lender were party to the Credit Agreement having all the rights and obligations of a Lender under the Credit Agreement having the Individual Commitment set out in paragraph 2 below. Accordingly all references in any Loan Documents to (a) any “Lender” shall be treated as including a reference to the Replacement Lender and (b) the Credit Agreement shall be treated as a reference to the Credit Agreement as supplemented by this Replacement Lender Agreement to the intent that this Replacement Lender Agreement and the Credit Agreement shall be read and construed together as one single agreement.

2. The Individual Commitment with respect to the Credit Facility of the Replacement Lender shall be $<@> and Schedule A of the Credit Agreement shall be deemed to be amended accordingly.

3. The Replacement Lender represents and warrants to each of the other parties to the Credit Agreement that it has been provided with a copy of the Credit Agreement.

4. The Replacement Lender irrevocably authorizes and directs the Administrative Agent, as its attorney and agent, with full power of substitution and delegation, to complete, execute and deliver on behalf of the Replacement Lender each Loan Document to be executed by it or on its behalf and each agreement, document and instrument to be executed by it or on its behalf pursuant to each Loan Document, and to take such action on its behalf as may be authorized or directed pursuant to any such Loan Document.

5. This Replacement Lender Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Transmission of an executed signature page of this

Replacement Lender Agreement by facsimile transmission or by e-mail in pdf format shall be effected as delivery if a manually executed counterpart hereof.

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

IN WITNESS WHEREOF, the parties hereto have caused this Replacement Lender Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the ______________ day of _____________________________, _______.

NFI GROUP INC.	**NEW FLYER HOLDINGS, INC.**
By: ______________________	By: ______________________
Name:	Name:
Title:	Title:
By: ______________________	By: ______________________
Name:	Name:
Title:	Title:
THE BANK OF NOVA SCOTIA as Administrative Agent	**[REPLACEMENT LENDER]**
By: ______________________	By: ______________________
Name:	Name:
Title:	Title:

SCHEDULE I
EXISTING LETTERS

[Schedule redacted]

SCHEDULE J
FORM OF ACCORDION AGREEMENT

Reference is made to the credit agreement dated as of October 25, 2018 (as such agreement may be amended, supplemented, amended and restated, novated or otherwise modified and in effect from time to time, the "**Credit Agreement**"), between NFI Group Inc. and New Flyer Holdings, Inc., as borrowers, the Lenders referred to and defined therein and The Bank of Nova Scotia, as Administrative Agent. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned in the Credit Agreement.

RECITALS:

Pursuant to Section 2.6(d) of the Credit Agreement, the Borrowers wish to designate the Accordion Lender defined below as a Lender under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrowers, the Lenders, the Administrative Agent and <@> (the "**Accordion Lender**"), hereby agree as follows:

1. The Credit Agreement shall, henceforth from the date of the execution and delivery of this Accordion Agreement, be read and construed as if the Accordion Lender were party to the Credit Agreement having all the rights and obligations of a Lender under the Credit Agreement having the Individual Commitment set out in paragraph 2 below. Accordingly all references in any Loan Documents to (a) any "Lender" shall be treated as including a reference to the Accordion Lender and (b) the Credit Agreement shall be treated as a reference to the Credit Agreement as supplemented by this Accordion Agreement to the intent that this Accordion Agreement and the Credit Agreement shall be read and construed together as one single agreement.

2. The Individual Commitment with respect to of the Accordion Lender shall be $<@> and Schedule A of the Credit Agreement shall be deemed to be amended accordingly.

3. The Accordion Lender represents and warrants to each of the other parties to the Credit Agreement that it has been provided with a copy of the Credit Agreement.

4. The Accordion Lender irrevocably authorizes and directs the Administrative Agent, as its attorney and agent, with full power of substitution and delegation, to complete, execute and deliver on behalf of the Accordion Lender each Loan Document to be executed by it or on its behalf and each agreement, document and instrument to be executed by it or on its behalf pursuant to each Loan Document, and to take such action on its behalf as may be authorized or directed pursuant to any such Loan Document.

5. This Accordion Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. Transmission of an executed signature page of this

Accordion Agreement by facsimile transmission or by e-mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

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

IN WITNESS WHEREOF, the parties hereto have caused this Accordion Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the ______________ day of _____________________________, _______.

NFI GROUP INC.

By: ________________________________
Name:
Title:

By: ________________________________
Name:
Title:

NEW FLYER HOLDINGS, INC.

By: ________________________________
Name:
Title:

By: ________________________________
Name:
Title:

THE BANK OF NOVA SCOTIA
as Administrative Agent and LC Issuer[~~9~~10]

By: ________________________________
Name:
Title:

<@>, as Accordion Lender

By: ________________________________
Name:
Title:

By: ________________________________
Name:
Title:

[~~9~~10] All LC Issuers to be included as signatory.

SCHEDULE K

Fiscal Year	Quarterly Date			Fiscal Year End
	Q1	Q2	Q3	Q4
2018	1-Apr-18	1-Jul-18	30-Sep-18	30-Dec-18
2019	31-Mar-19	30-Jun-19	29-Sep-19	29-Dec-19
2020	29-Mar-20	28-Jun-20	27-Sep-20	27-Dec-20
2021	4-Apr-21	4-Jul-21	3-Oct-21	2-Jan-22
2022	3-Apr-22	3-Jul-22	2-Oct-22	1-Jan-23
2023	2-Apr-23	2-Jul-23	1-Oct-23	31-Dec-23
2024	31-Mar-24	30-Jun-24	29-Sep-24	29-Dec-24

SCHEDULE L
FORM OF POSTPONEMENT AND SUBORDINATION UNDERTAKING

To: The Bank of Nova Scotia, as Administrative Agent

Corporate Banking - Loan Syndications
40 King Street West, 62nd Floor
Toronto, Ontario M5W 2X6

Telefax: **[redacted]**

POSTPONEMENT AND SUBORDINATION UNDERTAKING

WHEREAS NFI Group Inc. and New Flyer Holdings, Inc., as borrowers, the Lenders named therein, and The Bank of Nova Scotia, as administrative agent, entered into a credit agreement dated October 25, 2018, (as may be amended, modified, supplemented or replaced from time to time, the "**Credit Agreement**");

AND WHEREAS the execution and delivery of this undertaking is a requirement under the Credit Agreement;

NOW THEREFORE, for good and valuable consideration, each of the undersigned hereby undertakes as follows:

1. Upon the occurrence of a Default and until such time as the earliest of (i) such Default being remedied or cured as provided in the relevant Guaranteed Document or (ii) such Default being waived by the Lenders in accordance with the relevant Guaranteed Document:

    (a) ~~(c)~~ each of the undersigned shall postpone the payment and satisfaction by any Obligor of all indebtedness, liabilities and obligations, including any interest and fees thereon, due and owing by such Obligor to such undersigned at the time of, and after, such Default (the "**Subordinated Obligations**") in favour of, and shall subordinate the Subordinated Obligations to, all present and future indebtedness, liabilities and obligations of any Obligor to the Administrative Agent and the Lenders under or in respect of any Guaranteed Document (the "**Senior Obligations**");

    (b) ~~(d)~~ none of the undersigned shall demand or accept payment of all or any part of the Subordinated Obligations; and

    (c) ~~(e)~~ none of the undersigned shall accelerate any Indebtedness owed by any Obligor to any of the undersigned.

For the purposes hereof, "**Default**" means prior to the date on which all Senior Obligations of the Borrowers under or in connection with the Credit Facility have been permanently paid in full and the Lenders have no commitment to provide credit to the Borrowers under or in connection with the Credit Facility (the "**Credit Facility Termination Date**"), a Default (as defined, solely for the purposes of this subparagraph, in the Credit Agreement).

2. In the event any payments are made by any Obligor to any of the undersigned in contravention of this undertaking, such undersigned shall hold such payments in trust for the Lenders and shall forthwith pay such payments to the Administrative Agent on behalf of the Lenders.

3. To induce the Lenders to extend credit to the Borrowers under the Credit Agreement, each of the undersigned hereby represents and warrants to the Lenders as follows and acknowledges and confirms that the Lenders are relying upon such representations and warranties in extending credit to the Borrowers under the Credit Agreement:

   (a) such undersigned is duly formed and organized and validly subsisting in good standing under the laws of its jurisdiction of incorporation or formation. Such undersigned has all requisite corporate or other capacity, as applicable, power and authority to enter into, and carry out the transactions contemplated by, this undertaking; and

   (b) all necessary action, corporate or otherwise, has been taken by such undersigned to authorize the execution, delivery and performance of this undertaking. This undertaking is a legal, valid and binding obligation of such undersigned, enforceable against such undersigned by the Administrative Agent and the Lenders in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and the fact that the courts may deny the granting or enforcement of equitable remedies.

4. All notices and other communications provided for herein shall be in writing and shall be personally delivered to an officer or other responsible employee of the addressee or sent by telefacsimile or other direct written electronic means, charges, prepaid, at or to the Administrative Agent at the address or telefacsimile number, as the case may be, indicated at page 1 hereof or to the relevant undersigned at the address or telefacsimile number, as the case may be, set opposite its name on the signature page hereof or at or to such other address or addresses or telefacsimile number or numbers as either party hereto may from time to time designate to the other party in such manner. Any communication which is personally delivered as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Banking Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Banking Day next following such date of delivery. Any communication which is transmitted by telefacsimile or other direct written electronic means as aforesaid shall be deemed to have been validly and effectively given on the date of transmission if such date is a Banking Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly

and effectively given on the Banking Day next following such date of delivery. Any notice or other communication provided to the Borrowers in connection with this undertaking shall be deemed to have been validly and effectively given to each of the undersigned.

5. Each undersigned shall from time to time and at all times hereafter do all things and execute all documents which may be necessary or desirable in order to give full effect to this undertaking.

6. This undertaking shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

7. Capitalized terms which are used herein which are not otherwise defined herein shall have the meaning ascribed thereto in the Credit Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF the undersigned has duly executed this undertaking as of this _____ day of ____________________, 2018.

[NAME OF SUBSIDIARY REDACTED]

By: ___________________________________
Name:
Title:

By: ___________________________________
Name:
Title:

[NAME OF SUBSIDIARY REDACTED]

By: ___________________________________
Name:
Title:

By: ___________________________________
Name:
Title:

[NAME OF SUBSIDIARY REDACTED]

By: ____________________________________
Name:
Title:

By: ____________________________________
Name:
Title:

[NAME OF SUBSIDIARY REDACTED]

By: ____________________________________
Name:
Title:

By: ____________________________________
Name:
Title:

[NAME OF SUBSIDIARY REDACTED]

By: ____________________________________
Name:
Title:

By: ____________________________________
Name:
Title:

[NAME OF SUBSIDIARY REDACTED]

By: ____________________________________
Name:
Title:

By: ____________________________________
Name:
Title:

[NAME OF SUBSIDIARY REDACTED]

By: ____________________________________
Name:
Title:

By: ____________________________________
Name:
Title:

[NAME OF SUBSIDIARY REDACTED]

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

[ADDITIONAL EXCLUDED SUBSIDIARY]

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

SCHEDULE M
SECURITY DOCUMENTS

Canadian Security Documents

1. Omnibus General Security Agreement granted by each applicable Canadian Credit Party in favour of the Administrative Agent, including pledge of shares governed by the laws of the Province of Ontario.

U.K. Security Documents

1. Omnibus Debenture granted by each applicable U.K. Credit Party in favour of the Administrative Agent governed by the laws of the England & Wales; and

2. Omnibus Share Charge granted by each of the Canadian Borrower and applicable U.K. Credit Party in favour of the Administrative Agent governed by the laws of the England & Wales

U.S. Security Documents

1. Omnibus General Security Agreement granted by each U.S. Credit Party in favour of the Administrative Agent governed by the laws of the State of New York; and

2. Omnibus Pledge Agreement granted by each applicable U.S. Credit Party and Canadian Credit Party in favour of the Administrative Agent governed by the laws of the State of New York.

General

1. ~~1.~~ All such other Security Documents deemed necessary by the Administrative Agent to be delivered to comply with Section 11.1(z).

SCHEDULE N
MONTHLY REPORTING CERTIFICATE

TO: THE BANK OF NOVA SCOTIA
GLS – Agency Services
40 King Street West, 62nd Floor
Toronto, Ontario
M5W 2X6

Attention: Head, Agency Services
Fax no : [redacted]

I, ____________________, the **[Chief Financial Officer]** of NFI Group Inc. (the "**Canadian Borrower**"), in such capacity and not personally hereby certify that:

1. I am the duly appointed **[Chief Financial Officer]** of the Canadian Borrower, one of the Borrowers named in the credit agreement made as of October 25, 2018 (as amended, modified, supplemented or restated to the date hereof, the "**Credit Agreement**") between the Canadian Borrower, New Flyer Holdings, Inc., as borrowers, the Lenders named therein and The Bank of Nova Scotia, as administrative agent of the Lenders, and as such I am providing this Certificate for and on behalf of the Canadian Borrower pursuant to the Credit Agreement.

2. I am familiar with and have examined the provisions of the Credit Agreement including, without limitation, those of Article 10, Article 11 and Article 13 therein.

3. To the best of my knowledge, information and belief and after due inquiry, no Default has occurred and is continuing.

4. Attached as Exhibit A hereto is a a copy of the unaudited consolidated monthly financial statements of the Canadian Borrower for the calendar month ending __________, 20__ .

5. Attached as Exhibit B hereto is supply chain update of the Canadian Borrower for the calendar month ending __________, 20__ .

6. Attached as Exhibit C hereto is a weekly line entry data for the calendar month ending __________, 20__ compared to the annual operating plan and the equivalent unit delivery forecast for the subsequent 8 weeks.

7. Attached as Exhibit D hereto is a rolling 13-week cash flow forecast of the Canadian Borrower as of the calendar month ending __________, 20__ .

8. I hereby certify that as of the last day of the calendar month ending __________, 20__, and to the best of my knowledge, information and belief after due inquiry, the Borrowers expect

to achieve in all material respects the forecasts set forth **[date and particulars of document redacted]**.

9. Unless the context otherwise requires, capitalized terms in the Credit Agreement which appear herein without definitions shall have the meanings ascribed thereto in the Credit Agreement.

DATED this ________ day of _______________, 20____.

(Signature)
(Name - please print)
(Title of Chief Financial Officer)

EXHIBIT A
UNAUDITED CONSOLIDATED MONTHLY FINANCIAL STATEMENTS

(SEE ATTACHED)

EXHIBIT B
SUPPLY CHAIN UPDATE

(SEE ATTACHED)

EXHIBIT C
WEEKLY LINE ENTRY DATA

(SEE ATTACHED)

EXHIBIT D
ROLLING 13-WEEK CASH FLOW FORECAST

(SEE ATTACHED)

SCHEDULE O
[SCHEDULE REDACTED]

EXHIBIT A
BORROWING BASE REPORT

The persons who execute this Borrowing Base Report on behalf of the Borrowers hereby certify that he/she is an officer of the applicable Borrower and in such capacity is authorized to execute this Borrowing Base Report on behalf of the applicable Borrower pursuant to the credit agreement dated as of October 25, 2018 (as amended, supplemented or otherwise modified or restated prior to the date hereof, the "**Credit Agreement**") among NFI Group Inc. and New Flyer Holdings Inc., as borrowers, the lenders from time to time parties thereto and The Bank of Nova Scotia, as administrative agent. All capitalized terms not defined herein shall have the meaning ascribed to them in the Credit Agreement. The undersigned certify, represent and warrant to the Agent, the LC Issuer and the Lenders as follows:

I. CALCULATION OF BORROWING BASE.

The following is an accurate and complete calculation of the Borrowing Base in U.S. dollars[1] as of [●], 20[●].

A.	**ELIGIBLE ACCOUNT COMPONENT:**		
1.	Total Accounts of Obligors[2]		
2.	Less: Accounts which are not Eligible Accounts:		$_________
	(a) Accounts that are not binding	$_________	
	(b) Accounts that are not invoiced or otherwise counted as Eligible Inventory, Eligible Offline WIP Inventory or Eligible Finished Goods Inventory	$_________	
	(c) Accounts that are not recorded in the books and records	$_________	
	(d) Accounts subject to rescission, cancellation or avoidance	$_________	
	(e) Accounts which are 105 days or greater past the original invoice date or 75 days or greater past the original due date	$_________	
	(f) Accounts that are not net of concessions, offset, deduction, contras, chargebacks or understandings that may affect payment thereon	$_________	
	(g) Accounts not subject to Agent's first and prior Lien	$_________	
	(h) Accounts for which the obligor is an affiliate or an employee of any Obligor	$_________	

1 If the invoice amount is denominated in Canadian dollars or Sterling pounds, use the U.S. dollar Equivalent thereof.

2 Net of any GST/HST, sales taxes, credit balance, returns, trade discounts, unapplied cash, unbilled amounts or retention or finance charges.

(i)	Accounts not arising in the ordinary course of business or not otherwise constituting a non-trade receivable which is a government grant, vendor rebate or insurance claim (or, the aggregate amount of non-trade receivables which are government grants, vendor rebates and insurance claims which exceeds $30,000,000);	$_________
(j)	If such account is in respect of buses, such account is payable by an obligor or any of its affiliates that are greater than 105 days past the original invoice date or greater than 75 days past the original due date with regard to 50% or more (by amount) of the total aggregate accounts in respect of buses owed to the Obligors, and if such account is in respect of parts, such account is payable by an obligor or any of its affiliates that are greater than 90 days past the original invoice date or greater than 60 days past the original due date with regard to 50% or more (by amount) of the total aggregate accounts in respect of parts owed to the Obligors	$_________
(k)	Accounts for which the obligor has not obtained the notices, consents, licenses, approvals or authorizations of, or registrations or declarations with, any Official Body which are required to be obtained (Accounts owing by any Ohio Official Body shall not be an Eligible Account unless Borrowers can provide an opinion, in form and substance satisfactory to the Administrative Agent, of Ohio counsel satisfactory to the Administrative Agent, that an assignment of such Accounts is enforceable)	$_________
(l)	Accounts for which the obligor is an individual or is bankrupt, insolvent or has other specified credit risk concerns	$_________
(m)	**[Intentionally deleted]**	$_________
(n)	Accounts for which the obligor is an Official Body, and if the enforceability or effectiveness against such Official Body of an assignment of such account is subject to any unfulfilled precondition (Accounts owing by any Ohio Official Body shall not be an Eligible Account unless Borrowers can provide an opinion, in form and substance satisfactory to the Administrative Agent, of Ohio counsel satisfactory to the Administrative Agent, that an assignment of such Accounts is enforceable	$_________
(o)	Accounts for the sale of goods which are not sold on a true-sale basis	$_________

	(p) Accounts for which the representations and warranties set forth in the Credit Agreement or in the Security Documents are not true and correct	$_________	
3.	Sub-Total: Ineligible Accounts (sum of 2(a) through to 2(p)		($_________)
4.	Total of Ineligible Ohio Official Body Accounts		$_________
5.	**Eligible Accounts (before applying limit)** (1 minus 3)		$_________
6.	**Maximum Eligible Accounts (after applying limit)**[3]		$_________
7.	Total Eligible Accounts of Obligors (lesser of 5 and 6)		$_________
8.	Accounts of non-Obligor NFI Entities which are incorporated or formed outside of Canada, the United States of America or the United Kingdom which would constitute Eligible Accounts (with each reference to "Obligor" in the defined terms Accounts and Eligible Accounts being a reference to "non-Obligor NFI Entity" for this determination only) but for the criteria set forth in the definition of "Eligible Account" in subsections (g) and (p)		$_________
9.	Maximum Amount of Eligible Accounts of non-Obligor NFI Entities which are incorporated or formed outside of Canada, the United States of America or the United Kingdom	$35,000,000	
10.	Total Eligible Accounts of non-Obligors which are incorporated or formed outside of Canada, the United States of America or the United Kingdom (lesser of 8 and 9)		$_________
11.	Total Eligible Accounts (7 plus 10)		$_________
12.	Eligible Accounts Advance Percentage	80%	
13.	**Total Eligible Accounts component of the Borrowing Base (11x12)**		$_________

B. OBLIGOR ELIGIBLE INVENTORY COMPONENT:

[3] (A) subject to paragraph (B) below, if at any time the aggregate amount of all Eligible Accounts owed to the Obligors by any obligor or its affiliates exceeds 20% of the aggregate amount of all Eligible Accounts at such time (determined without giving effect to any reduction in Eligible Accounts pursuant to this proviso), then, unless the accounts of such obligor and its affiliates are insured pursuant to credit insurance acceptable to the Agent which has been assigned to the Agent in form acceptable to the Agent, the amount of such accounts in excess of 20% of such aggregate amount of all Eligible Accounts shall be excluded in determining the aggregate amount of all Eligible Accounts at such time; and (13) paragraph (A) of this proviso shall not apply to the municipal transit authorities in Toronto, Montreal, Ottawa or Vancouver or any obligor that is funded under the program for the procurement of heavy-duty transit buses established under the Federal Transportation Act of the United States of America.

14.	Total Inventory of Obligors[4]	$_________
15.	Less: Inventory of Obligors which is not Eligible Inventory	
	(a) Inventory that is not in good condition, fails any standards imposed by any Official Body having regulatory authority over it, its use and/or sale, is obsolete and is neither usable or saleable in the normal course of business	$_________
	(b) Inventory which is not (i) in the possession of an Obligor and not located on real property owned or leased by such Obligor and not within the United States, Canada or the United Kingdom, nor (ii) in the possession of a bailee (where a bailee letter has not delivered to the Agent), nor (iii) in transit in Canada, the United States of America or the United Kingdom between Obligors, or in transit between Canada or the continental United States of America and Hawaii and Alaska (which is not covered by marine insurance while in transit) between Obligors	$_________
	(c) Inventory for which the representations and warranties set forth in the Security Documents are not true and correct	$_________
	(d) Inventory not subject to Agent's first and prior Lien	$_________
	(e) Inventory (i) not owned by an Obligor, or (ii) held pursuant to a consignment agreement	$_________
	(f) Inventory subject to repossession under the BIA	$_________
	(g) Inventory consisting of samples or packing and shipping materials	$_________
	(h) Inventory consisting of goods that are obsolete, defective or repossessed or used goods taken in trade	$_________
	(i) Inventory resulting from a profit or gain resulting from an inter-company sale or other disposition of such inventory	$_________
	(j) "Seconds" or scrap inventory	$_________
	(k) Inventory evidenced by negotiable documents of title (absent delivery to Agent with endorsements)	$_________
	(l) Inventory constitutes Hazardous Materials other than paints, solvents and primers which are handled and stored in compliance with Environmental Laws	$_________
	(m) Inventory not covered by casualty insurance	$_________
16.	Sub-Total: Ineligible Inventory (sum of 15(a) through to 15(m))	($_________)

[4] Obligor Inventory may not comprise inventory included in the calculation of Obligor Eligible Finished Goods Inventory or Obligor Eligible Offline WIP Inventory.

17. Pre-owned buses of an Obligor without a purchase order			$_________
18. Eligible Inventory (14 minus 16 plus 17)			$_________
19. Eligible Inventory Advance Percentage	60%		
20. **Obligor Inventory component of the Borrowing Base (18x19)**			$_________
C. OBLIGOR ELIGIBLE FINISHED GOODS INVENTORY COMPONENT:			
21. Total Finished Goods Inventory of Obligors[5]			$_________
22. Less: Finished Goods Inventory which is not Eligible Finished Goods Inventory			
(a) Finished goods inventory not evidenced by a purchase order and the purchaser has not issued a notice to proceed	$_________		
(b) Finished goods inventory that has not passed the purchaser's inspection, and a master resolution list itemizing production specifications has not been approved by such purchaser	$_________		
(c) Shipment of the finished goods inventory has not been approved by the purchaser	$_________		
(d) An Obligor has received a claim regarding rescission, cancellation or avoidance	$_________		
23. Sub-Total: Ineligible Finished Goods Inventory (sum of 22(a) through to 22(d))			($_________)
24. Buses completed in all respects but for missing a control module as a result of supply chain constraints			$_________
25. Pre-owned buses with a purchase order			$_________
26. Eligible Finished Goods Inventory (21 plus 24 plus 25 minus 23)			$_________
27. Eligible Finished Goods Inventory Advance Percentage	75%		
28. **Obligor Total Eligible Finished Goods component of the Borrowing Base (26x27)**			$_________
TOTAL: Borrowing Base (before Priority Payables and Rent Reserve)(13 plus 20 plus 28)			$_________
D. OBLIGOR ELIGIBLE OFFLINE WIP INVENTORY:			
29. Total Offline WIP Inventory of Obligors[6]			$_________
30. Eligible Offline WIP Inventory Advance Percentage	70%		

[5] Obligor Finished Goods Inventory may not comprise inventory included in the calculation of Obligor Eligible Inventory or Obligor Eligible Offline WIP Inventory.

[6] Obligor Offline WIP Inventory may not comprise inventory included in the calculation of Obligor Eligible Inventory or Obligor Finished Goods Inventory.

31.	**Obligor Total Eligible Offline WIP Inventory component of the Borrowing Base (29x30)**		$_________
	TOTAL: Borrowing Base (before Priority Payables and Rent Reserve)(13 plus 20 plus 28 plus 31)		$_________
E.	**NON-OBLIGOR INVENTORY COMPONENT, FINISHED GOODS INVENTORY COMPONENT AND ELIGIBLE OFFLINE WIP INVENTORY:**		
32.	Total Inventory Component, Total Finished Goods Inventory Component and Total Offline WIP Inventory of NFI Entities which are non-Obligors		$_________
33.	Maximum permitted aggregate amount of Total Inventory Component, Total Finished Goods Inventory Component and Total Offline WIP Inventory of NFI Entities which are non-Obligors		$30,000,000
34.	Eligible Aggregate Amount of Inventory Component, Finished Goods Inventory Component and Eligible Offline WIP Inventory of NFI Entities which are non-Obligors (lesser amount of 32 and 33)		$_________
35.	Eligible Inventory Advance Percentage	60%	
36.	Eligible Finished Goods Inventory Advance Percentage	75%	
37.	Eligible Offline WIP Inventory Advance Percentage	70%	
38.	NFI Entities which are Non-Obligors Total Eligible Inventory component of the Borrowing Base (portion of item 34 related to Eligible Inventory x 35)		$_________
39.	NFI Entities which are Non-Obligors Total Eligible Finished Goods Inventory component of the Borrowing Base (portion of item 34 related to Eligible Finished Goods Inventory x 36)		$_________
40.	NFI Entities which are Non-Obligors Total Eligible Offline WIP Inventory component of the Borrowing Base (portion of item 34 related to Eligible Offline WIP Inventory x 37)		$_________
41.	**NFI Entities which are non-Obligors Total Eligible Inventory, Total Eligible Finished Goods Inventory and Total Eligible Offline WIP Inventory component of the Borrowing Base (38 plus 39 plus 40)**		$_________
	TOTAL: Borrowing Base (before Priority Payables and Rent Reserve)(13 plus 20 plus 28 plus 31 plus 41)		$_________

II. CALCULATION OF BORROWING BASE.

The following is an accurate and complete calculation of the Borrowing Base:

1.	Borrowing Base (from Part I above) (before Priority Payables and Rent Reserve) plus $250,000,000[7]		$_________
2.	Less:		
3.	Priority Payables[8]	$_________	
4.	Rent Reserve (if applicable)	$_________	
5.	Gross Borrowing Base (1 minus 3 minus 4)		$_________
6.	Revolving Credit Commitments		$_________
7.	**Maximum Available Amount** (lesser of 5 and 6)		$_________

III. SUPPORTING DATA.

This Borrowing Base Report is executed and delivered on the _____ day of __________, 20__ and reflects the Borrowing Base of the Borrowers. This Borrowing Base Report was prepared on the basis of the information contained in the Accounts Receivable Listing and Aging, Payables Aging and Inventory Reports (the "Reports"), each of which were prepared as of ______________, _________ and copies of which will be provided to the Agent upon request. The Borrowers represent and warrant to the Agent that all information contained in such Reports was accurate and complete in all material respects as of the date such Reports were prepared.

IV. ABSENCE OF DEFAULT

No Default or Event of Default has occurred and is continuing on the date hereof.

V. REPRESENTATIONS AND WARRANTIES CONFIRMED

The representations and warranties of the Obligors contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects on the date hereof except to the extent that (i) any change to the representations and warranties has been disclosed to the Agent and accepted by the Required Lenders, or (ii) any representation or warranty is stated to be made as of a specific time.

NFI GROUP INC.

By: ______________________________
Name: [●]
Title: [●]

[7] For extensions of credit requested during the calender month September 2022, such amount shall be $275,000,000

[8] See attached Annex I for break-out of Priority Payables

NEW FLYER HOLDINGS, INC.

By: ______________________________
Name: [●]
Title: [●]

ANNEX I
PRIORITY PAYABLES

List of Priority Payables to be deducted from the Borrowing Base*	
Accrued employees income tax withholdings not yet remitted	$_________
Goods and services taxes collected and not yet remitted (net of GST/HST input credits)	$_________
Provincial sales taxes collected and not yet remitted	$_________
Accrued municipal and business taxes not yet remitted	$_________
Accrued workers' compensation premiums not yet remitted	$_________
Accrued vacation pay not yet paid	$_________
Accrued Canada Pension Plan and Quebec Pension Plan (if applicable) employer contributions and employee contributions withholdings not yet remitted	$_________
Accrued employment insurance employer premiums and employee withholdings not yet remitted	$_________
Wages protected by the *Wage Earner Protection Program Act* (Canada)	$_________
Other Prior Claims	$_________
Total Priority Payables	$_________

*** All amounts should include accrued amounts, regardless of whether yet due and payable.**