

CDN.\$309,300,000 CREDIT FACILITIES

AMENDED AND RESTATED CREDIT AGREEMENT

BETWEEN

K-BRO LINEN SYSTEMS INC.
as Borrower

AND

**THE TORONTO-DOMINION BANK,
NATIONAL BANK OF CANADA,
ATB FINANCIAL,
BANK OF MONTREAL,
CANADIAN IMPERIAL BANK OF COMMERCE
AND SUCH OTHER PERSONS AS BECOME PARTIES HERETO AS LENDERS
as Lenders**

AND

**THE TORONTO-DOMINION BANK
as Agent of the Lenders**

**ORIGINALLY MADE AS OF MARCH 26, 2024 AND AMENDED AND RESTATED AS
OF JUNE 11, 2025**

**The Toronto-Dominion Bank
as Lead Arranger and Sole Bookrunner**

**The Toronto-Dominion Bank
as Administration Agent**

**The Toronto-Dominion Bank
as Syndication Agent**

TABLE OF CONTENTS

AMENDED AND RESTATED CREDIT AGREEMENT

	Page
ARTICLE 1 - INTERPRETATION	2
1.1 Definitions.....	2
1.2 Headings; Articles and Sections	61
1.3 Number; persons; including; successors	61
1.4 Accounting Principles	61
1.5 References to Agreements and Enactments	63
1.6 Per Annum Calculations	63
1.7 Schedules	63
1.8 Rates.....	64
1.9 Quebec Matters	64
1.10 Guernesey Matters	65
1.11 Scottish Matters	66
1.12 Amendment and Restatement	67
1.13 Canadian Western Bank.....	68
ARTICLE 2 THE CREDIT FACILITIES	68
2.1 The Credit Facilities.....	68
2.2 Types of Availments; Overdraft Loans.....	68
2.3 Purpose.....	69
2.4 Availability and Nature of the Credit Facilities	69
2.5 Minimum Drawdowns	70
2.6 Notice Periods for Drawdowns, Conversions and Rollovers.....	70
2.7 Conversion Option	71
2.8 Benchmark Loan Rollovers; Selection of Benchmark Loan Interest Periods	71
2.9 Rollovers and Conversions not Repayments	72
2.10 Agent's Obligations with Respect to Canadian Prime Rate Loans, U.S. Base Rate Loans, CORRA Loans and SOFR Loans	72
2.11 Lenders' and Agent's Obligations with Respect to Canadian Prime Rate Loans, U.S. Base Rate Loans, CORRA Loans and SOFR Loans.....	72
2.12 Irrevocability	73
2.13 Optional Cancellation or Reduction of Credit Facilities.....	73
2.14 Optional Repayment of Credit Facilities	73

2.15	Mandatory Repayment and Reduction of Credit Facilities.....	74
2.16	Additional Repayment Terms	76
2.17	Currency Excess.....	77
2.18	Hedging with Lenders and Hedging Affiliates; Bank Product Providers.....	78
2.19	Replacement of Lenders	79
2.20	Permitted Increase in Syndicated Facility.....	80
2.21	Designation of Material and Non-Material Subsidiaries	81
2.22	Extension of Syndicated Facility Maturity Date.....	82
2.23	Extension of Operating Facility Maturity Date	84
2.24	Extension of Term Facility Maturity Date.....	85
ARTICLE 3 CONDITIONS PRECEDENT TO DRAWDOWNS		88
3.1	Conditions for Drawdowns	88
3.2	Additional Conditions for Amendment and Restatement	88
3.3	Waiver.....	93
ARTICLE 4 EVIDENCE OF DRAWDOWNS.....		93
4.1	Account of Record	93
ARTICLE 5 PAYMENTS OF INTEREST AND FEES		94
5.1	Interest on Canadian Prime Rate Loans.....	94
5.2	Interest on U.S. Base Rate Loans.....	94
5.3	Interest on SOFR Loans.....	95
5.4	Interest on Daily Compounded CORRA Loans.....	95
5.5	Interest on Term CORRA Loans	96
5.6	<i>Interest Act</i> (Canada); Conversion of 360 Day Rates.....	96
5.7	Nominal Rates; No Deemed Reinvestment	97
5.8	Standby Fees	97
5.9	Agent's Fees.....	98
5.10	Interest on Overdue Amounts	98
5.11	Waiver.....	98
5.12	Maximum Rate Permitted by Law	98
ARTICLE 6 LETTERS OF CREDIT		99
6.1	Availability	99
6.2	Currency, Type, Form and Expiry	99
6.3	No Conversion	100
6.4	Fronted LC Provisions	100

6.5	Records	101
6.6	Reimbursement or Conversion on Presentation.....	102
6.7	Fronting Lender Indemnity	102
6.8	Fees and Expenses	103
6.9	Additional Provisions.....	104
6.10	Certain Notices to the Agent with Respect to Letters of Credit	108
ARTICLE 7 PLACE AND APPLICATION OF PAYMENTS		108
7.1	Place of Payment of Principal, Interest and Fees; Payments to Agent	108
7.2	Designated Accounts of the Lenders	108
7.3	Funds.....	109
7.4	Application of Payments.....	109
7.5	Payments Clear of Taxes	109
7.6	Set Off.....	111
7.7	Margin Changes; Adjustments for Margin Changes	111
ARTICLE 8 REPRESENTATIONS AND WARRANTIES.....		112
8.1	Representations and Warranties.....	112
8.2	Deemed Repetition.....	121
8.3	Other Documents	121
8.4	Effective Time of Repetition	121
8.5	Nature of Representations and Warranties	122
ARTICLE 9 GENERAL COVENANTS.....		122
9.1	Affirmative Covenants of the Borrower	122
9.2	Negative Covenants of the Borrower.....	134
9.3	Financial Covenants.....	137
9.4	Agent May Perform Covenants	138
ARTICLE 10 SECURITY		139
10.1	Security on all Assets.....	139
10.2	Registration	143
10.3	Forms	143
10.4	Continuing Security	144
10.5	Dealing with Security	144
10.6	Effectiveness	144
10.7	Release and Discharge of Security	145
10.8	Transfer of Security	145

10.9	Hedging Affiliates and Bank Product Providers.....	145
10.10	Security for Hedging with Former Lenders	146
ARTICLE 11 EVENTS OF DEFAULT AND ACCELERATION.....		146
11.1	Events of Default	146
11.2	Acceleration	150
11.3	Conversion on Default	151
11.4	Remedies Cumulative and Waivers	151
11.5	Termination of Lenders' Obligations.....	151
11.6	Acceleration of All Lender Obligations.....	151
11.7	Application and Sharing of Payments Following Acceleration.....	152
11.8	Calculations as at the Adjustment Time	153
11.9	Sharing Repayments	153
11.10	Pro Rata Obligations	153
ARTICLE 12 CHANGE OF CIRCUMSTANCES		154
12.1	Inability to Determine Rates Respecting SOFR Loans.....	154
12.2	Benchmark Replacement	154
12.3	Inability to Determine Rates Respecting CORRA Loans.....	156
12.4	Cdn. Benchmark Replacement.....	157
12.5	Change in Law	159
12.6	Prepayment of Portion	161
12.7	Illegality	161
ARTICLE 13 COSTS, EXPENSES AND INDEMNIFICATION.....		162
13.1	Costs and Expenses.....	162
13.2	General Indemnity	162
13.3	Specific Indemnities.....	163
13.4	Judgment Currency	164
13.5	Limits on Liability of Indemnified Parties.....	165
ARTICLE 14 THE AGENT AND ADMINISTRATION OF THE CREDIT FACILITIES		165
14.1	Authorization and Action.....	165
14.2	Procedure for Making Loans	166
14.3	Remittance of Payments	167
14.4	Duties and Obligations.....	168
14.5	Prompt Notice to the Lenders	169
14.6	Agent's and Lenders' Authorities	169

14.7	Lender Credit Decision	169
14.8	Indemnification of Agent.....	170
14.9	Successor Agent.....	170
14.10	Taking and Enforcement of Remedies.....	171
14.11	Reliance Upon Agent.....	172
14.12	No Liability of Agent.....	172
14.13	The Agent and Defaulting Lenders.....	172
14.14	Article for Benefit of Agent and Lenders	173
14.15	Redistribution of Payment	174
14.16	Erroneous Payments.....	175
ARTICLE 15 GENERAL		178
15.1	Exchange and Confidentiality of Information	178
15.2	Nature of Obligation under this Agreement; Defaulting Lenders	180
15.3	Notices	183
15.4	Governing Law	184
15.5	Benefit of the Agreement.....	184
15.6	Assignment	184
15.7	Participations.....	185
15.8	Severability	185
15.9	Whole Agreement	185
15.10	Amendments and Waivers	185
15.11	Further Assurances.....	186
15.12	Attornment	187
15.13	Time of the Essence	187
15.14	Credit Agreement Governs	187
15.15	Anti-Money Laundering Laws.....	187
15.16	Counterparts; Electronic Execution	188
15.17	Acknowledgement and Consent to Bail-In of Affected Financial Institutions	188
15.18	Platform.....	189

AMENDED AND RESTATED CREDIT AGREEMENT

THIS AGREEMENT is originally made as of March 26, 2024 and amended and restated as of June 11, 2025

B E T W E N:

K-BRO LINEN SYSTEMS INC., a corporation formed under the laws of the Province of Alberta (hereinafter referred to as the “**Borrower**”),

OF THE FIRST PART,

– and –

THE TORONTO-DOMINION BANK, NATIONAL BANK OF CANADA, ATB FINANCIAL, BANK OF MONTREAL and CANADIAN IMPERIAL BANK OF COMMERCE, together with such other persons as become parties hereto as lenders, (hereinafter sometimes collectively referred to as the “**Lenders**” and sometimes individually referred to as a “**Lender**”),

OF THE SECOND PART,

– and –

THE TORONTO-DOMINION BANK, a Canadian chartered bank, as agent of the Lenders hereunder (hereinafter referred to as the “**Agent**”),

OF THE THIRD PART.

WHEREAS the Borrower, certain of the Lenders and the Agent are parties to the amended and restated credit agreement originally made as of March 26, 2024 (as amended and supplemented to the date hereof including pursuant to the first amending agreement made as of August 9, 2024, the “**Existing Credit Agreement**”);

AND WHEREAS the parties hereto have agreed to amend and restate the Existing Credit Agreement on terms and conditions set forth herein;

AND WHEREAS the Lenders have agreed to provide the Credit Facilities to the Borrower on the terms and conditions herein set forth;

AND WHEREAS the Lenders wish the Agent to act on their behalf with regard to certain matters associated with the Credit Facilities;

AND WHEREAS National Bank of Canada is the amalgamation successor to Canadian Western Bank.

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

ARTICLE 1 - INTERPRETATION

1.1 Definitions

- (1) In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“Acceleration Notice” means a written notice delivered by the Agent to the Borrower pursuant to Section 11.2 declaring all Obligations of the Borrower outstanding hereunder to be due and payable.

“Accounting Change” has the meaning set out in Section 1.4(1).

“Accounting Change Notice” has the meaning set out in Section 1.4(1).

“Acceptable Bank” means:

- (a) a bank or financial institution which has a rating for its long-term unsecured and non credit enhanced debt obligations of A or higher by S&P or Fitch Ratings Ltd or A2 or higher by Moody’s (or a comparable rating from an internationally recognized credit rating agency); or
- (b) Bank of Scotland, Lloyds Bank plc, Santander UK plc, HSBC UK Bank plc or any other bank or financial institution approved by the Majority of the Lenders.

“Additional Compensation” has the meaning set out in Section 12.5(1).

“Adjusted Daily Compounded CORRA” means, for purposes of any calculation, the rate per annum equal to (a) Daily Compounded CORRA for such calculation plus (b) the Daily Compounded CORRA Adjustment; provided that if Adjusted Daily Compounded CORRA as so determined shall be less than the Floor, then Adjusted Daily Compounded CORRA shall be deemed to be the Floor.

“Adjusted Term CORRA” means, for purposes of any calculation, the rate per annum equal to (a) Term CORRA for such calculation plus (b) the Term CORRA Adjustment; provided that if Adjusted Term CORRA as so determined shall ever be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor.

“Adjusted Term SOFR” means, for purposes of any calculation, the rate per annum equal to (a) Term SOFR for such calculation plus (b) the Term SOFR Adjustment; provided that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

“Adjustment Time” means the time of occurrence of the last event necessary (being either the delivery of a Demand for Payment or the occurrence of a Termination Event) to ensure that all Obligations, Bank Product Obligations and Financial Instrument Obligations under any Lender Financial Instruments are thereafter due and payable.

“Advance” means an advance of funds made by the Lenders or by any one or more of them to the Borrower (including by way of overdraft under the Operating Facility), but does not include any Conversion or Rollover.

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affected Loan” has the meaning set out in Section 12.6.

“Affiliate” means any person which, directly or indirectly, controls, is controlled by or is under common control with another person; and, for the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” or “under common control with”) means the power to direct or cause the direction of the management and policies of any person, whether through the ownership of shares or other economic interests, the holding of voting rights or contractual rights by contract or otherwise.

“Agency Fee Agreement” means the amended and restated agency fee agreement dated as of the date hereof from the Agent to the Borrower and accepted and agreed to by the Borrower, respecting, among other things, the payment of certain fees and other amounts to the Agent for its own account.

“Agent Parties” has the meaning set out in Section 15.18(2).

“Agent’s Accounts” means the following accounts maintained by the Agent to which payments and transfers under this Agreement are to be effected:

- (a) for Canadian Dollars:

[Banking information redacted]

- (b) for United States Dollars:

[Banking information redacted]

or such other account or accounts as the Agent may from time to time designate by notice to the Borrower and the Lenders.

“Agreement” means this amended and restated credit agreement, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

“AML Claims” means any and all administrative, regulatory or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigations, inspections, inquiries or proceedings relating in any way to Anti-Money Laundering Laws.

“Anti-Money Laundering Laws” means all applicable laws relating to money laundering or terrorist financing activities, including, without limitation, the U.S. *Patriot Act*, *Trading with the Enemy Act*, *Money Laundering Control Act of 1986* and the regulations and rules promulgated thereunder, as amended from time to time, and any other U.S. federal or state laws relating to “know your customer” rules and regulations, the Beneficial Ownership Regulation, the *Bank Secrecy Act* and the regulations and rules promulgated thereunder, as amended from time to time; and corresponding laws of (a) Canada, the United Kingdom and the European Union designed to combat money laundering and terrorist financing and (b) any other jurisdictions in which the Borrower, the Parent or any of their Subsidiaries operates, including Part XII.2 of the *Criminal Code* (Canada), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the regulations promulgated thereunder, in each case, to the extent applicable to a Loan Party or any Subsidiary.

“Applicable Laws” or **“applicable law”** means, in relation to any person, transaction or event:

- (a) all applicable provisions of laws, statutes, rules and regulations from time to time in effect of any Governmental Authority; and
- (b) all Governmental Authorizations to which the person is a party or by which it or its property is bound or having application to the transaction or event.

“Applicable Pricing Rate”, as regards any Loan or the standby fees payable in accordance with Section 5.8, means, when the Funded Debt to EBITDA Ratio (calculated as at the most recent Fiscal Quarter End) is one of the following, the percentage rate per annum set forth opposite such ratio in the column applicable to the type of Loan in question or such standby fee:

Funded Debt to EBITDA Ratio	Margin on Canadian Prime Rate Loans and U.S. Base Rate Loans	Margin on SOFR Loans and CORRA Loans and Issuance Fees for Letters of Credit	Standby Fee on the Syndicated Facility and Operating Facility
less than or equal to 1.50:1.00	[Rate redacted]% per annum	[Rate redacted]% per annum	[Rate redacted]% per annum
greater than 1.50:1.00 and less than or equal to 2.00:1.00	[Rate redacted]% per annum	[Rate redacted]% per annum	[Rate redacted]% per annum

greater than 2.00:1.00 and less than or equal to 2.50:1.00	[Rate redacted]% per annum	[Rate redacted]% per annum	[Rate redacted]% per annum
greater than 2.50:1.00 and less than or equal to 3.00:1.00	[Rate redacted]% per annum	[Rate redacted]% per annum	[Rate redacted]% per annum
greater than 3.00:1.00 and less than or equal to 3.50:1.00	[Rate redacted]% per annum	[Rate redacted]% per annum	[Rate redacted]% per annum
greater than 3.50:1.00	[Rate redacted]% per annum	[Rate redacted]% per annum	[Rate redacted]% per annum

provided that:

- (a) upon the occurrence of an Event of Default, the above rates per annum applicable to Loans shall each increase by [Rate redacted]% per annum if and for so long as the Event of Default subsists;
- (b) the above rates per annum applicable to SOFR Loans are expressed on the basis of a year of 360 days;
- (c) the above rates per annum applicable to all other Loans are expressed on the basis of a year of 365 days;
- (d) issuance fees for Letters of Credit which are not “direct credit substitutes” (as determined by the Operating Lender, acting reasonably) within the meaning of the Capital Adequacy Requirements shall be [Rate redacted]% of the rate specified in the grid above (or [Rate redacted]% of the rate specified in the grid above as increased pursuant to subsection (a) above, as applicable); and
- (e) changes in the Applicable Pricing Rate shall be effective in accordance with Section 7.7.

“**Approved Securities**” means obligations maturing within one year from their date of purchase or other acquisition by a Loan Party or its Subsidiaries:

- (a) issued by the Government of Canada or the United States of America or an instrumentality or agency thereof and guaranteed fully as to principal, premium, if any, and interest by the Government of Canada or the United States of America;
- (b) issued by a province of Canada or a state of the United States of America, or an instrumentality or agency thereof, which has a long term debt rating of at least A- by S&P, A1 by Moody’s, or A (low) by DBRS; or

- (c) term deposits, guaranteed investment certificates, certificates of deposit, bankers' acceptances or bearer deposit notes, in each case, of any Canadian chartered bank or other Canadian financial institution or any bank or other financial institution incorporated under the laws of the United States of America or any state thereof which has a long term debt rating of at least A- by S&P, A1 by Moody's, or A (low) by DBRS.

"Assigned Interests" has the meaning set out in Section 2.19(2)(a).

"Assignment Agreement" means an assignment agreement substantially in the form of Schedule B annexed hereto, with such modifications thereto as may be required from time to time by the Agent, acting reasonably.

"Attributable Debt" means, in respect of any lease (whether characterized as an operating lease under generally accepted accounting principles entered or not) entered into by a person or a Subsidiary thereof as lessee, the present value (discounted at the rate of interest implicit in such transaction, determined in accordance with generally accepted accounting principles) of the lease payments of the lessee, including all rent and payments to be made by the lessee in connection with the return of the leased property, during the remaining term of the lease (including any period for which such lease has been extended or may, at the option of the lessor, be extended) but excluding for certainty, (a) amounts required to be paid on account of insurance, taxes, assessments, utility, operating and labour costs and similar charges and (b) amounts payable by a lessee in connection with the exercise of any end of term purchase option, early buy out option or any similar amounts payable at the election of the lessee.

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark or Cdn. Benchmark, as applicable, (a) if such Benchmark or Cdn. Benchmark is a term rate, any tenor for such Benchmark or Cdn. Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark or Cdn. Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark or Cdn. Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark or Cdn. Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 12.2(d) or Section 12.4(4), as applicable.

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

"Bail-In Legislation" means with respect to:

- (a) any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule; and
- (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule

applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their respective Affiliates (other than through liquidation, administration or other insolvency proceedings).

“Banking Day” means, (a) in respect of a SOFR Loan, a U.S. Government Securities Business Day, (b) in respect of determining a rate based on CORRA, a day on which banks are open for business in Toronto, Ontario and (c) for all other purposes, a day on which banks are open for business in each of Calgary, Alberta, Toronto, Ontario and Montreal, Quebec, but does not in any event include a Saturday or a Sunday.

“Bank Product Obligations” means all obligations of the Borrower, the other Loan Parties and their other Subsidiaries arising under or in connection with Bank Products.

“Bank Products” means any facilities or services related to cash management, including treasury, depository, overdraft, credit or debit card, purchase card, electronic funds transfer, cash pooling and other cash management arrangements and commercial credit card and merchant card services provided to any Loan Party by any Lender or its Affiliates.

“Bank Product Providers” means any Affiliate of a Lender which provides a Bank Product.

“Bankruptcy Code” means title 11 of the United States Code, in effect from time to time.

“Basel III” means the agreements on capital requirements, leverage ratios and liquidity standards contained in “Basel III: A global regulatory framework for more resilient banks and banking systems”, “Basel III: International framework for liquidity risk measurement, standards and monitoring” and “Guidance for national authorities operating the countercyclical capital buffer” published by the Basel Committee on Banking Supervision on 16 December 2010, each as amended, supplemented or restated from time to time.

“Benchmark” means, initially, the Term SOFR Reference Rate; provided, that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 12.2.

“Benchmark Replacement” means, with respect to any Benchmark Transition Event, either of the following to the extent selected by the Agent in its discretion, acting reasonably:

- (a) the sum of: (i) Daily Simple SOFR and (ii) the related Benchmark Replacement Adjustment; or
- (b) the sum of: (i) the alternate benchmark rate that has been selected by the Agent and the Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the applicable Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for United States Dollar denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment,

provided that, if the Benchmark Replacement as determined pursuant to subparagraphs (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the applicable Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for United States Dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark:

- (a) in the case of subparagraph (a) or (b) of the definition of “Benchmark Transition Event”, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or
- (b) in the case of subparagraph (c) of the definition of “Benchmark Transition Event”, the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative; provided that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such subparagraph (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

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

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

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

permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof);

- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark (or such component thereof); or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

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

“**Benchmark Unavailability Period**” means the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Document in accordance with Section 12.2 and (b) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any other Document in accordance with Section 12.2.

“**Beneficial Ownership Certification**” means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

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

“**Canada HoldCo**” means K-Bro Acquisition Company UK Inc.

“**Canadian Defined Benefit Plan**” means a Canadian Pension Plan which contains a “defined benefit provision”, as defined in subsection 147.1(1) of the *Income Tax Act* (Canada).

“**Canadian Dollars**” and “Cdn.\$” mean the lawful money of Canada.

“Canadian Multi-Employer Pension Plans” means a multi-employer plan within the meaning of the regulations under the *Income Tax Act* (Canada) to which the Borrower or any other Loan Party has any liability.

“Canadian Pension Event” means the occurrence of any of the following with respect to a Canadian Pension Plan: (a) the board of directors of the Borrower or any other Loan Party passes a resolution to terminate or wind up in whole or in part a Canadian Defined Benefit Plan or the Borrower any other Loan Party otherwise initiates any action or filing to voluntarily terminate or wind up in whole or in part any such Canadian Defined Benefit Plan, (b) the institution of proceedings by any Governmental Authority to terminate in whole or in part any Canadian Defined Benefit Plan that has a funding deficiency determined on a wind-up basis under applicable pension standards legislation, including notice being given by a Governmental Authority that it intends to order a wind up in whole or in part of such a plan or the appointment by a Governmental Authority of a replacement administrator or trustee to wind up or terminate (in whole or in part) such Canadian Defined Benefit Plan, (c) a failure to remit any required contributions to the fund of a Canadian Pension Plan or a Canadian Multi-Employer Pension Plan by the Borrower or another Loan Party which, for greater certainty, does not include a lawful suspension of contributions for the normal cost of the Canadian Pension Plan or Canadian Multi-Employer Pension Plan, lawful contribution holidays and lawful contributions for the provision for adverse deviations in respect of the normal cost of the Canadian Pension Plan in accordance with applicable pension standards legislation where the Canadian Pension Plan has an available actuarial surplus, (d) the withdrawal of the Borrower or another Loan Party from a Canadian Multi-Employer Pension Plan where any additional contributions by the Borrower or such other Loan Party are triggered by such withdrawal, (e) any statutory deemed trust or Security Interest arises in connection with a Canadian Pension Plan (except a statutory deemed trust under applicable pension benefits standards legislation for ordinary course of remitting unpaid contributions but that are not yet due to be remitted to the Canadian Pension Plan) or (f) an event respecting any Canadian Pension Plan which would reasonably be expected to result in the revocation of the registration of such Canadian Pension Plan.

“Canadian Pension Plan” means any “registered pension plan” as defined in subsection 248(1) of the *Income Tax Act* (Canada) and any other pension plan registered or required to be registered under applicable Canadian pension legislation, which is sponsored, administered, contributed to or required to be contributed to by the Borrower or any other Loan Party with respect to its employees or former employees in Canada, but does not include a Canadian Multi-Employer Pension Plan, the Canada Pension Plan or the Quebec Pension Plan as maintained by the Government of Canada or the Province of Quebec, respectively.

“Canadian Prime Rate” means, for any day, the greater of:

- (a) the rate of interest per annum established from time to time by the Agent or the Operating Lender, as applicable, as the reference rate of interest for the determination of interest rates that the Agent or the Operating Lender, as applicable, will charge to customers of varying degrees of creditworthiness in Canada for Canadian Dollar demand loans in Canada; and

- (b) Adjusted Term CORRA for an interest period of one-month, plus [*Rate redacted*]% per annum,

in each case, adjusted automatically with each quoted or established change in such rate, all without the necessity of any notice to the Borrower or any other person and provided that (i) if both such rates are equal or if such one-month Adjusted Term CORRA rate is unavailable for any reason on any date of determination, then the “Canadian Prime Rate” shall be the rate specified in (a) above and (ii) if the rate determined above shall ever be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

“**Canadian Prime Rate Loan**” means an Advance in, or Conversion into, Canadian Dollars made by the Lenders (or any one of them) to the Borrower with respect to which the Borrower has specified or a provision hereof requires that interest is to be calculated by reference to the Canadian Prime Rate.

“**Capital Adequacy Requirements**” means Guideline A, effective November 2018/January 2019, entitled "Capital Adequacy Requirement (CAR) – Simpler Approaches" and Guideline A-I, dated April 2014, entitled "Capital Adequacy Requirements (CAR)" each issued by the Office of the Superintendent of Financial Institutions Canada and all other guidelines or requirements relating to capital adequacy issued by the Office of the Superintendent of Financial Institutions Canada or any other Governmental Authority regulating or having jurisdiction with respect to any Lender, as amended, modified, supplemented, reissued or replaced from time to time.

“**Capital Expenditures**” means, with respect to any person for any period, all expenditures, whether or not made through the incurrence of Funded Debt, by such person and its Subsidiaries during such period, for the acquisition, leasing (pursuant to a capital lease), construction, replacement, repair, substitution or improvement of fixed or capital assets or additions to equipment, in each case required to be capitalized under generally accepted accounting principles on a consolidated balance sheet of such person.

“**Cdn. Benchmark**” means, initially, the Term CORRA Reference Rate or Daily Compounded CORRA, as the case may be; provided that if a Cdn. Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate, Daily Compounded CORRA, or the then-current Cdn. Benchmark, then “Cdn. Benchmark” means the applicable Cdn. Benchmark Replacement to the extent that such Cdn. Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 12.4(1).

“**Cdn. Benchmark Conforming Changes**” means, with respect to the use or administration of a Cdn. Benchmark or the use, administration, adoption or implementation of any Cdn. Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “Canadian Prime Rate,” the definition of “Banking Day”, the definition of “Interest Period” or any similar or analogous definition, timing and frequency of determining rates and making payments of interest, timing of Drawdown Notices or Repayment Notices, Conversion Notices or Rollover Notices, the applicability and length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Agent in a manner substantially consistent with market

practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Documents).

“Cdn. Benchmark Replacement” means, with respect to any Cdn. Benchmark Transition Event:

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

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

“Cdn. Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Cdn. Benchmark with an Unadjusted Cdn. Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Cdn. Benchmark with the applicable Unadjusted Cdn. Benchmark Replacement by the applicable Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Cdn. Benchmark with the applicable Unadjusted Cdn. Benchmark Replacement for Canadian Dollar-denominated syndicated credit facilities at such time.

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

- (a) in the case of clause (a) or (b) of the definition of “Cdn. Benchmark Transition Event”, the later of:
 - (i) the date of the public statement or publication of information referenced therein; and

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

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

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

- (a) a public statement or publication of information by or on behalf of the administrator of such Cdn. Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide all Available Tenors of such Cdn. Benchmark (or such component thereof), permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Cdn. Benchmark (or such component thereof);
- (b) a public statement or publication of information by the regulatory supervisor for the administrator of such Cdn. Benchmark (or the published component used in the calculation thereof), the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Cdn. Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Cdn. Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Cdn. Benchmark (or such component), which states that the administrator of such Cdn. Benchmark (or such component) has ceased or will cease to provide all Available Tenors of such Cdn. Benchmark (or such component thereof) permanently or indefinitely; provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Cdn. Benchmark (or such component thereof); or
- (c) a public statement or publication of information by the regulatory supervisor for the administrator of such Cdn. Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Cdn. Benchmark

(or such component thereof) are not, or as of a specified future date will not be, representative.

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

“**Cdn. Benchmark Unavailability Period**” means, the period, if any (a) beginning at the time that a Cdn. Benchmark Replacement Date has occurred if, at such time, no Cdn. Benchmark Replacement has replaced the then-current Cdn. Benchmark for all purposes hereunder and under any Document in accordance with Section 12.4 and (b) ending at the time that a Cdn. Benchmark Replacement has replaced the then-current Cdn. Benchmark for all purposes hereunder and under any Document in accordance with Section 12.4.

“**Change of Control**” means and shall be deemed to have occurred if and when:

- (a) any person or persons “acting jointly or in concert” (within the meaning ascribed to such phrase in the Multi-Lateral Instrument 62-104 - Take-Over Bids and Issuer Bids) shall beneficially own, directly or indirectly, Voting Shares in the capital of the Parent which have or represent more than 50% of all of the votes entitled to be cast by shareholders for an election of the board of directors of the Parent;
- (b) if the Borrower ceases to be a Wholly-Owned Subsidiary of the Parent;
- (c) other than in the case of a Permitted Replacement, individuals who were elected as members of the board of directors of the Parent by the most recent resolutions of the shareholders of the Parent shall no longer constitute a majority of the board of directors of the Parent at any time prior to the next following resolutions of the shareholders of the Parent relating to the election of the same; or
- (d) other than in the case of a Permitted Replacement, individuals who were members of the board of directors of the Parent immediately prior to resolutions of the shareholders of the Parent relating to the election of directors shall not constitute a majority of the board of directors following such election.

“**Charged Company**” has the meaning set out in Section 3.2(d).

“**Closing Date**” means the date on which all of the conditions set forth in Section 3.2 have been satisfied (or waived in writing by all of the Lenders in accordance with Section 3.3).

“**Code**” means the United States Internal Revenue Code of 1986.

“**Commitment**” means a Syndicated Facility Commitment, a Term Facility Commitment or an Operating Facility Commitment.

“**Commodity Agreement**” means any agreement for the making or taking of delivery of any commodity, any commodity swap agreement, floor, cap or collar agreement or commodity future

or option or other similar agreements or arrangements, or any combination thereof, entered into by the Borrower or another Loan Party thereof where the subject matter of the same is any commodity or the price, value or amount payable thereunder is dependent or based upon the price of any commodity or fluctuations in the price of any commodity, but shall not include any agreement for the physical purchase or sale of any commodity by the Borrower or another Loan Party entered into in the ordinary course of business unless either (a) such agreement is with a bank, investment bank, securities dealer, insurance company, trust company, pension fund, institutional investor or any other financial institution or any Affiliate of any of the foregoing, or (b) such agreement is entered into for hedging purposes or otherwise for the purpose of eliminating or reducing the financial risk or exposure of the Borrower or another Loan Party to fluctuations in prices of a commodity (and, for certainty, any such agreement referred to in (a) or (b) of this definition shall constitute a “Commodity Agreement” for all purposes hereof).

“**Compliance Certificate**” means a certificate of the Borrower signed on its behalf by any one of the president, chief financial officer, vice president finance or treasurer, substantially in the form annexed hereto as Schedule C, to be given to the Agent and the Lenders by the Borrower pursuant hereto.

“**Conforming Changes**” means, with respect to either the use of administration of Term SOFR or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of “U.S. Base Rate”, the definition of “Banking Day”, the definition of “Interest Period”, the definition of “U.S. Government Securities Business Day”, the timing and frequency of determining rates and making payments of interest, timing of Drawdown Notices, Repayment Notices, Conversion Notices or Rollover Notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Agent decides may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Agent in a manner substantially consistent with market practice (or, if the Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Agent decides is reasonably necessary in connection with the administration of this Agreement and the other Documents).

“**Connection Income Taxes**” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or overall capital, or that are franchise Taxes or branch profits Taxes.

“**Consolidated Net Tangible Assets**” means, as at any date of determination, all consolidated assets of the Parent as shown in a consolidated balance sheet of the Parent for such date, less, without duplication, the aggregate of the following amounts reflected upon such balance sheet:

- (a) all goodwill, deferred assets, patents, trademarks, copyrights and other similar intangible assets;
- (b) investments in entities or non-Wholly-Owned Subsidiaries involved in joint ventures;

- (c) non-controlling interests in a person not directly or indirectly owned or held by the Parent or one of its Subsidiaries;
- (d) assets held for sale, disposition or to be discontinued and classified in such manner,

all as determined in accordance with generally accepted accounting principles.

“Contingent Payment” has the meaning set out in the definition of “EBITDA”.

“Contribution Notice” means a contribution notice issued by the Pensions Regulator under section 38 or section 47 of the Pensions Act 2004.

“Conversion” means a conversion or deemed conversion of a Loan under a given Credit Facility into another type of Loan under the same Credit Facility pursuant to the provisions hereof, provided that, subject to Section 2.7, the conversion of a Loan denominated in one currency to a Loan denominated in another currency shall be effected by repayment of the Loan or portion thereof being converted in the currency in which it was denominated and readvance to the Borrower of the Loan into which such conversion was made.

“Conversion Date” means the date specified by the Borrower as being the date on which the Borrower has elected to convert, or this Agreement requires the conversion of, one type of Loan under a given Credit Facility into another type of Loan under the same Credit Facility and which shall be a Banking Day.

“Conversion Notice” means a notice substantially in the form annexed hereto as Schedule D to be given to the Agent by the Borrower pursuant hereto.

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

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

“CORRA Loans” means, collectively, the Term CORRA Loans and the Daily Compounded CORRA Loans.

“Credit Facilities” means, collectively, the Syndicated Facility, the Term Facility and the Operating Facility and **“Credit Facility”** means any one of such credit facilities.

“Currency Excess” has the meaning set out in Section 2.17(1).

“Currency Excess Deficiency” has the meaning set out in Section 2.17(2).

“Currency Hedging Agreement” means any currency swap agreement, cross currency agreement, forward agreement, floor, cap or collar agreement, futures or options, insurance or other similar agreement or arrangement, or any combination thereof, entered into by the Borrower or another Loan Party where the subject matter of the same is currency exchange rates or the price, value or amount payable thereunder is dependent or based upon currency exchange rates or fluctuations in currency exchange rates as in effect from time to time.

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

“Daily Compounded CORRA Adjustment” means a percentage equal to *[Rate redacted]*% per annum.

“Daily Compounded CORRA Loan” means an Advance that bears interest at the Adjusted Daily Compounded CORRA.

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

“DBRS” means DBRS Limited and any successors thereto.

“DB Schemes” means the two defined benefit plans of Synergy Health Managed Services Limited provided by (a) Mercer DB Master Trust and (b) the NHS Pensions Scheme.

“Default” means any event or condition which, with the giving of notice, lapse of time or upon a declaration or determination being made (or any combination thereof), would constitute an Event of Default.

“Defaulting Lender” means any Lender:

- (a) that has failed to fund any payment or its portion of any Loan required to be made by it hereunder or to purchase or fund any participation required to be purchased or funded by it hereunder and under the other Documents;
- (b) that has notified the Borrower, the 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;
- (c) that has failed, within 3 Banking Days after request by the Agent to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans;
- (d) that has otherwise failed to pay over to the Agent or any other Lender any other amount required to be paid by it hereunder within 3 Banking Days of the date when due, unless the subject of a good faith dispute;
- (e) in respect of which a Lender Insolvency Event or a Lender Distress Event has occurred in respect of such Lender or its Lender Parent;
- (f) that has, or that has a Lender Parent that has, become the subject of a Bail-In Action;
- (g) that is generally in default of its obligations under other existing credit and loan documentation under which it has commitments to extend credit; or
- (h) with respect to which the Agent has concluded, acting reasonably, and has advised the Lenders in writing, that it is of the view that there is a reasonable chance that such Lender shall become a Defaulting Lender pursuant to subparagraphs (a) to (g), inclusive, of this definition.

“Defaulting Lender’s Assigned Interests” has the meaning set out in Section 15.2(6)(a).

“Demand for Payment” means an Acceleration Notice or a Financial Instrument Demand for Payment.

“Departing Agent” has the meaning set out in Section 10.8.

“Derby Lease” means a lease of land and buildings on the East side of Ascot Drive, Derby dated 6 May 1966 and made between The Mayor Aldermen and Burgesses of the Borough of Derby (the

Derby Corporation) and Co-Operative Cleaners Limited and registered at HM Land Registry with title number DY19592.

“Designated Material Subsidiary” means a Subsidiary which is designated as a Material Subsidiary pursuant to Section 10.1 and which would not otherwise fall within subparagraphs (a) or (b) of the definition of “Material Subsidiary”.

“Dissenting Lender” has the meaning set out in Section 2.19(1)(b).

“Distribution” means:

- (a) the declaration, payment or setting aside for payment of any dividend or other distribution on or in respect of any Ownership Interest in the Borrower, the Parent, any other Loan Party or any of their Subsidiaries;
- (b) the redemption, retraction, purchase, retirement or other acquisition, in whole or in part, of any Ownership Interest in the Borrower, the Parent, any other Loan Party or any of their Subsidiaries including, without limitation, options, warrants, conversion or exchange privileges and similar rights; or
- (c) the payment of any principal, interest, fees or other amounts on or in respect of any loans, advances or other Funded Debt owing at any time by the Borrower, the Parent, any other Loan Party or any other Subsidiary to any Related Party, other than to a Loan Party which has provided Security.

“Documents” means this Agreement, the Security, the Subordination Deed, the Agency Fee Agreement and all certificates, notices, instruments, agreements and other documents delivered or to be delivered by a Loan Party to the Agent, the Lenders or the Operating Lender, or each, in relation to the Credit Facilities pursuant hereto or thereto and, when used in relation to any person, the term “Documents” shall mean and refer to the Documents executed and delivered by such person.

“Drafts” means drafts, bills of exchange, receipts, acceptances, demands and other requests for payment drawn or issued under a Letter of Credit.

“Drawdown” means:

- (a) an Advance of a Canadian Prime Rate Loan, U.S. Base Rate Loan, CORRA Loan or SOFR Loan; or
- (b) the issue of Letters of Credit.

“Drawdown Date” means the date on which a Drawdown is made by the Borrower pursuant to the provisions hereof and which shall be a Banking Day.

“Drawdown Notice” means a notice substantially in the form annexed hereto as Schedule E to be given to the Agent or the Operating Lender, as applicable, by the Borrower pursuant hereto.

“**EBITDA**” of the Parent in any financial period means the Net Income for such period, plus (in each case, on a consolidated basis), without duplication:

- (a) Interest Expense, to the extent deducted in determining Net Income (net of interest income);
- (b) all amounts actually deducted in the calculation of Net Income in respect of the provision for income taxes, whether such income taxes are paid or deferred (in accordance with generally accepted accounting principles) and all income tax recoveries to the extent such recoveries increase Net Income (without duplication);
- (c) all amounts deducted in the calculation of Net Income in respect of non-cash items, including stock-based compensation, depreciation, amortization, foreign exchange translation losses, losses on the sale of fixed assets and write-downs for such period;
- (d) all amounts deducted in the calculation of Net Income in respect of minority equity loss and extraordinary and non-recurring cash charges, expenses or losses designated by the Borrower and consented to by the Majority of the Lenders, each in their sole discretion;
- (e) all amounts deducted in the calculation of Net Income in respect of extraordinary and non-recurring losses including, for greater certainty, non-recurring financing costs, non-recurring moving expenses incurred in connection with a Permitted Acquisition, non-recurring expenses incurred in connection with fixing any dilapidated tangible property acquired pursuant to a Permitted Acquisition and non-recurring severance, recruitment and search expenses incurred by the Parent and its Subsidiaries to, or in connection with, employees up to an aggregate maximum amount of [*Threshold redacted*]% of consolidated EBITDA in any rolling twelve month period for all such expenses;
- (f) without duplication of subparagraph (e) above, all non-capitalized transaction costs and expenses paid by the Borrower in connection with the closing of this Agreement and any acquisition consented to by the Agent and the Majority of the Lenders (for certainty, with such consent to include a consent to the add-back contemplated in this subparagraph (f)) including, in the case of Project Stellar, all non-capitalized transaction costs and expenses up to a maximum aggregate amount of Cdn.\$[*Threshold redacted*]; and
- (g) repayments by a Loan Party of COVID government subsidies arising from an assessment or re-assessment by the applicable Governmental Authority, to the extent paid in such period and provided that the Borrower has delivered reasonable details thereof to the Agent and received the consent of the Majority of the Lenders,

less (in each case, on a consolidated basis and without duplication):

- (h) all amounts included in the calculation of Net Income in respect of minority equity income or attributable to minority interests and extraordinary, non-recurring income and gains of the Borrower, the Parent and their Subsidiaries; and
- (i) all amounts included in the calculation of Net Income in respect of non-cash gains and income including foreign exchange translation gains and write-ups,

provided that (i) for the purposes of calculating EBITDA, Net Income shall be further adjusted in respect of any earn-out and other contingent payments pursuant to any Permitted Acquisition (each, a “**Contingent Payment**”) such that any Contingent Payment shall have zero effect on the calculation of EBITDA, (ii) in the event the Borrower, the Parent or any of their Subsidiaries acquires another entity during any such period pursuant to a Permitted Acquisition, all measures will be calculated *pro forma* based on the actual results of the acquired entity as if it has been owned by the Borrower, the Parent or such Subsidiary over the entire period, (iii) in the event the Borrower, the Parent or any of their Subsidiaries sells, transfers or otherwise disposes of assets, shares or other Ownership Interests in such period, all measures will be calculated *pro forma* based on the actual results of the Parent as if such assets, shares or other Ownership Interests had been disposed of as at the beginning of such period and (iv) where actual historical EBITDA does not reflect the inclusion of Project Stellar, for the first four Fiscal Quarter Ends following the Closing Date, in respect of calculating consolidated EBITDA attributable to the Project Stellar Target for Fiscal Quarter Ends prior to the Closing Date, EBITDA shall be based on historical consolidated EBITDA of the Project Stellar Target as provided for in the Project Stellar QOE and as follows, (A) as at March 31, 2024, GBP [*commercially sensitive information*], (B) as at June 30, 2024, GBP [*commercially sensitive information*] (C) as at September 30, 2024, GBP [*commercially sensitive information*] and (D) as at December 31, 2024, GBP [*commercially sensitive information*]; for certainty, (1) such calculation shall be made on a rolling four quarter basis and such amounts shall not be included in any calculation of EBITDA to the extent the applicable dates fall outside the applicable four quarter calculation period, (2) such amounts in addition to actual consolidated EBITDA attributable to the Project Stellar Target for each full Fiscal Quarter End after the Closing Date; for certainty, in addition to actual consolidated EBITDA attributable to the Project Stellar Target for each full Fiscal Quarter End after the Closing Date and (3) amounts in GBP shall be converted to Canadian Dollars at the Equivalent Amount on the applicable calculation date.

“**EEA Financial Institution**” means:

- (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority;
- (b) any entity established in an EEA Member Country which is a parent of an institution described in subparagraph (a) of this definition; or
- (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in subparagraph (a) or (b) of this definition and is subject to consolidated supervision with its parent.

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

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

“Environmental Claims” means any and all administrative, regulatory or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigations, inspections, inquiries or proceedings relating in any way to any Environmental Laws or to any permit issued under any such Environmental Laws including, without limitation:

- (a) any claim by a Governmental Authority for enforcement, clean up, removal, response, remedial or other actions or damages pursuant to any Environmental Laws; and
- (b) any claim by a person seeking damages, contribution, indemnification, cost recovery, compensation or injunctive or other relief resulting from or relating to Hazardous Materials, including any Release thereof, or arising from alleged injury or threat of injury to human health or safety (arising from environmental matters) or the environment.

“Environmental Laws” means all Applicable Laws with respect to the environment or environmental or public health and safety matters contained in statutes, regulations, rules, ordinances, orders, judgments, approvals, notices, permits or policies, guidelines or directives having the force of law.

“Equity Proceeds” has the meaning set out in Section 3.2(k).

“Equivalent Amount” means, with respect to one currency on any day, the amount of that currency into which a specified amount of another currency can be converted at the rate of exchange for Canadian interbank transactions established by the Bank of Canada and quoted at approximately the end of business (Toronto time) for the day in question or, if such determination is required to be made prior to such time, as quoted at approximately the end of business (Toronto time) on the Banking Day immediately preceding the date of determination, or, if such rate is for any reason unavailable, at the spot rate quoted for wholesale transactions by the Agent at approximately the end of business (Toronto time) on that date in accordance with its normal practice.

“Erroneous Payment” has the meaning set out in Section 14.16(1).

“Erroneous Payment Deficiency Assignment” has the meaning set out in Section 14.16(4).

“Erroneous Payment Return Deficiency” has the meaning set out in Section 14.16(4).

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

“Eurobond” means, collectively, the Eurobond (2017) and the Eurobond (2025).

“Eurobond (2017)” means the £[*commercially sensitive information*] due initially on December 31, 2022, and currently due on December 31, 2030 (after giving effect to the amendment thereto delivered concurrently with this Agreement), constituted by an instrument dated on or about November 27, 2017 issued by [*commercially sensitive information*] in favour of [*commercially sensitive information*], as amended, restated, modified, supplemented, reissued, replaced or otherwise modified from time to time in accordance with the terms of the Subordination Deed.

“Eurobond (2025)” means the £[*commercially sensitive information*] due on December 31, 2030 constituted by an instrument dated on or about the date hereof issued by [*commercially sensitive information*] in favour of [*commercially sensitive information*], as amended, restated, modified, supplemented, reissued, replaced or otherwise modified from time to time in accordance with the terms of the Subordination Deed.

“Event of Default” has the meaning set out in Section 11.1.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Lender or the Agent or required to be withheld or deducted from a payment to a Lender or the Agent by or on account of any Obligation of a Loan Party hereunder or under any Document or Credit Facility, (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such Lender or the Agent 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) that are Other Connection Taxes, (b) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan pursuant to a law in effect on the date on which (i) such Lender acquires such interest in the Loan or (ii) such Lender changes its lending office, (c) Taxes attributable to such Lender’s or the Agent’s failure to comply with Section 7.5(5), and (d) any U.S. federal withholding Taxes imposed under FATCA, (e) any Canadian federal withholding Taxes imposed on a payment or deemed payment by reason of a Lender or the Agent (i) being a “specified shareholder” of a Loan Party (within the meaning of subsection 18(5) of the *Income Tax Act* (Canada)) at the time of payment or deemed payment (ii) by reason of such Lender or the Agent not dealing or being deemed not to deal at arm’s length for the purposes of the *Income Tax Act* (Canada) with either a Loan Party or a “specified shareholder” of a Loan Party at the time of payment or deemed payment or (iii) as a result of a Loan Party being a “specified entity” in respect of the Agent or a Lender or a disposition of rights and obligations hereunder by the Agent, any Lender or any other direct or indirect recipient of a payment causing the application of the hybrid mismatch arrangement rules contained in section 18.4 of the *Income Tax Act* (Canada), except where the non-arm’s length relationship, the Loan Party being a “specified non-resident shareholder” of a Lender or the Agent or not dealing at arm’s length with a “specified shareholder” arises in connection with or as a result of a Lender or the Agent having become a party to, received or perfected a security interest under or received or enforced any rights under, a Loan and (f) any withholding Tax that is attributable to such Lender’s failure or inability to comply with Section 7.5(4).

“Existing Credit Agreement” has the meaning set out in the recitals hereto.

“Existing Lillyhall Lease” means together the leases of the Lillyhall Property (a) dated 26 May 1971 made between (1) English Industrial Estates Corporation and (2) Stanley Thomas Sowry and others and (b) dated 8 June 1973 and made between (1) English Industrial Estates Corporation and (2) Crystallized Confections (Tip Top) Limited as varied by a deed of variation dated 18 December 2002 made between (1) Northwest Development Agency and (2) Cooke Brothers (Tattenhall) Limited registered at HM Land Registry under title number CU186424.

“FATCA” means (a) Sections 1471 through 1474 of the U.S. Code, as of the date of this Agreement (or any amended or successor version), any current or future regulations or official interpretations thereof, and any agreements entered into pursuant to the foregoing; and (b) any fiscal or regulatory legislation, rules or official practices adopted by any non-U.S. Governmental Authority pursuant to an intergovernmental agreement between such non-U.S. jurisdiction and the United States.

“Federal Funds Rate” means, for any day, the rate of interest per annum equal to (a) the weighted average of the annual rates of interest on overnight Federal funds transactions with members of the Federal Reserve Board of the United States of America (or any successor thereof) arranged by Federal funds brokers on such day, as published on the next succeeding Banking Day by the Federal Reserve Bank of New York (or any successor thereto) or, (b) if such day is not a Banking Day, such weighted average for the immediately preceding Banking Day for which the same is published or (c) if such rate is not so published for any day that is a Banking Day, the average of the quotations for such day on such transactions received by the Agent from three Federal funds brokers of recognized standing selected by the Agent or the Operating Lender, as applicable.

“Federal Reserve Board” or **“Federal”** means the Board of Governors of the Federal Reserve System of the United States of America or any successor thereof.

“Fee Letter” means the fee letter from the Lead Arranger to the Borrower dated March 24, 2025 and accepted and agreed to by the Borrower on March 24, 2025.

“Final NS&IA Order” means a final order granted by the Secretary of State pursuant to Section 26 of the NS&IA.

“Financial Assistance” means, with respect to any person and without duplication, any loan, Guarantee, indemnity, assurance, acceptance, extension of credit, loan purchase, share purchase, equity or capital contribution, investment or other form of direct or indirect financial assistance or support of any other person or any obligation (contingent or otherwise) primarily for the purpose of enabling another person to incur or pay any Funded Debt or to comply with agreements relating thereto or otherwise to assure or protect creditors of the other person against loss in respect of Funded Debt of the other person and includes any guarantee of or indemnity in respect of the Funded Debt of the other person and, in any event include, any absolute or contingent obligation to (directly or indirectly):

- (a) advance or supply funds for the payment or purchase of any Funded Debt of any other person;

- (b) purchase, sell or lease (as lessee or lessor) any property, assets, goods, services, materials or supplies primarily for the purpose of enabling any person to make payment of Funded Debt or to assure the holder thereof against loss;
- (c) guarantee, indemnify, hold harmless or otherwise become liable to any creditor of any other person from or against any losses, liabilities or damages in respect of Funded Debt;
- (d) make a payment to another for goods, property or services regardless of the non-delivery or non-furnishing thereof; or
- (e) make an advance, loan or other extension of credit to or to make any subscription for equity, equity or capital contribution, or investment in or to maintain the capital, working capital, solvency or general financial condition of another person.

The amount of any Financial Assistance is the amount of any loan or direct or indirect financial assistance or support, without duplication, given, or all Funded Debt of the obligor to which the Financial Assistance relates, unless the Financial Assistance is limited to a determinable amount, in which case the amount of the Financial Assistance is the determinable amount.

“Financial Instrument” means any Interest Hedging Agreement, Currency Hedging Agreement or Commodity Agreement.

“Financial Instrument Demand for Payment” means a demand made by a Lender or its Hedging Affiliate pursuant to a Lender Financial Instrument demanding payment of the Financial Instrument Obligations which are then due and payable relating thereto and shall include, without limitation, any notice under any agreement evidencing a Lender Financial Instrument which, when delivered, would require an early termination thereof and a payment by a Loan Party in settlement of obligations thereunder as a result of such early termination.

“Financial Instrument Obligations” means obligations arising under Financial Instruments entered into by a Loan Party to the extent of the net amount due or accruing due by a Loan Party thereunder.

“Financial Support Direction” means a financial support direction issued by the Pensions Regulator under section 43 (including sections 43A and 43B) of the Pensions Act 2004.

“Fiscal Quarter” means the first three calendar months of a Fiscal Year, the fourth through sixth calendar months, inclusive, of a Fiscal Year, the seventh through ninth calendar months, inclusive, of a Fiscal Year, or the tenth through twelfth calendar months, inclusive, of a Fiscal Year.

“Fiscal Quarter End” means the last day of a Fiscal Quarter.

“Fiscal Year” means the 4 Fiscal Quarters ending on December 31 of each calendar year.

“Fixed Charges” means, for any period of determination, the sum of the following determined on a consolidated basis and without duplication:

- (a) the Interest Expense (net of cash interest income) for such period that is paid in cash including, for certainty, payments under capital leases; plus
- (b) the amount of Funded Debt (including, for certainty, payments under capital leases) which has a scheduled due date or is otherwise required to be repaid or paid, as the case may be, during such period,

provided that, if the Borrower, any of the other Loan Parties or any of their Subsidiaries has guaranteed any Funded Debt of any person which is not the Borrower, another Loan Party or any of their others Subsidiaries, then the Fixed Charges shall be determined as if such Funded Debt was directly created, issued, incurred or assumed by the Borrower.

“Fixed Charge Coverage Ratio” means, as applicable and as the context requires, the ratio of (i) EBITDA for the 12 calendar months ending at time of calculation less Unfinanced Capital Expenditures, cash taxes paid and all cash Distributions (other than Distributions paid to a Loan Party) and Unfinanced Contingent Payments paid in cash and made in such period to (ii) the Fixed Charges for the 12 calendar months ending at such Fiscal Quarter End.

“Floor” means the rate per annum of interest equal to 0%.

“Former Lender” has the meaning set out in Section 10.10.

“Fronted LC” means a Letter of Credit issued by the Fronting Lender for the account of the Syndicated Facility Lenders.

“Fronting Lender” means The Toronto-Dominion Bank.

“FSL” means Fishers Services Limited.

“FTL” means Fishers TopCo Limited.

“FTL Guernsey” means FTL Guernsey Limited.

“FTL UK Acquisition Co” means FTL UK Acquisition Company Limited.

“Funded Debt” means, with respect to any person (“X”), all obligations, liabilities and indebtedness of X and its Subsidiaries which would, in accordance with generally accepted accounting principles, be classified upon a consolidated balance sheet of X as indebtedness for borrowed money of X and its Subsidiaries and, whether or not so classified, shall include (without duplication):

- (a) indebtedness of X and its Subsidiaries for borrowed money;
- (b) obligations of X and its Subsidiaries arising pursuant or in relation to: (i) bankers’ acceptances (including payment and reimbursement obligations in respect thereof), or (ii) letters of credit and letters of guarantee supporting obligations which would otherwise constitute Funded Debt within the meaning of this definition or indemnities issued in connection therewith;

- (c) obligations of X and its Subsidiaries with respect to drawings under all other letters of credit and letters of guarantee;
- (d) obligations of X and its Subsidiaries under Guarantees, indemnities, assurances, legally binding comfort letters or other contingent obligations relating to the indebtedness or other obligations of any other person which would otherwise constitute Funded Debt within the meaning of this definition (if such other person was X or a Subsidiary thereof) and all Financial Assistance including, without limitation, endorsements of bills of exchange (other than for collection or deposit in the ordinary course of business);
- (e) (i) all indebtedness of X and its Subsidiaries representing the deferred purchase price of any property to the extent that such indebtedness is or remains unpaid after the expiry of the customary time period for payment, provided however that such time period shall in no event exceed 90 days (unless the Borrower is contesting the payment and proceeding with such contest does not have, and would not reasonably be expected to have, a Material Adverse Effect) and (ii) all obligations of X and its Subsidiaries created or arising under any: (A) conditional sales agreement or other title retention agreement which is not a lease or (B) capital or financing lease;
- (f) all Attributable Debt in respect of all leases of X and its Subsidiaries other than in respect of (i) leases of office space and laundry facilities (for certainty to the extent they do not constitute capital or financing leases) or (ii) operating leases, in each case entered into in the ordinary course of business (and for certainty, no Sale Leaseback shall be considered to be entered into in the ordinary course of business);
- (g) all indebtedness of other persons secured by a Security Interest on any asset of X and its Subsidiaries, whether or not such indebtedness is assumed thereby; provided that the amount of such indebtedness shall be the lesser of (i) the fair market value of such asset at such date of determination, and (ii) the amount of such indebtedness shall only be Funded Debt to the extent recorded as a liability in accordance with generally accepted accounting principles;
- (h) the redeemable amount of preferred shares which maintain fixed or formulaic redemption values or, for certainty, would otherwise, in accordance with generally accepted accounting principles, be classified upon a consolidated balance sheet of as indebtedness for borrowed money; and
- (i) obligations in respect of surety bonds to the extent a Security Interest has been granted in connection therewith,

but shall exclude each of the following, determined (as required) in accordance with generally accepted accounting principles:

- (j) accrued interest not yet due and payable;

- (k) accounts payable to trade creditors and accrued liabilities incurred in the ordinary course of business;
- (l) future taxes and taxes which, if due or delinquent, are being validly contested at the time by a Permitted Contest (and evidence thereof is provided to the Agent); and
- (m) with respect to the Parent and its Subsidiaries, intercompany indebtedness (including indebtedness of [*commercially sensitive information*] to [*commercially sensitive information*] arising under or in connection with the Eurobond),

provided that, unless otherwise expressly provided or the context otherwise requires, references herein to “Funded Debt” shall be and shall be deemed to be references to Funded Debt of the Parent and its Subsidiaries.

“Funded Debt to EBITDA Ratio” means, as applicable and the context requires, the ratio of (i) Funded Debt of the Parent on a consolidated basis (less, to the extent the Outstanding Principal is greater than Cdn.\$[*Threshold redacted*] on the date of calculation, Unencumbered Cash up to a maximum amount of Cdn.\$[*Threshold redacted*]) to (ii) EBITDA for the 12 calendar months ending at such Fiscal Quarter End.

“Governmental Authority” means any federal, provincial, state, regional, municipal or local government or any department, agency, board, tribunal or authority thereof or other political subdivision thereof and any entity or person exercising executive, legislative, judicial, taxing, regulatory or administrative functions of, or pertaining to, government or the operation thereof.

“Governmental Authorization” means an authorization, order, permit, approval, grant, license, consent, right, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decree or demand or the like issued or granted by law or by rule or regulation of any Governmental Authority.

“GBP” and **“£”** mean British pounds sterling, the lawful currency of the United Kingdom.

“Guarantee” means any guarantee, indemnity, undertaking to assume, endorse, contingently agree to purchase or to provide funds for the payment of, or otherwise become liable in respect of, any obligation of any person; provided that the amount of each Guarantee shall be deemed to be the amount of the obligation guaranteed thereby, unless the Guarantee is limited to a determinable amount in which case the amount of such Guarantee shall be deemed to be the lesser of such determinable amount or the amount of such obligation.

“Hazardous Materials” means any substance or mixture of substances which, if released into the environment, would likely cause, immediately or at some future time, harm or degradation to the environment or to human health or safety and includes any substance defined as or determined to be a pollutant, contaminant, waste, hazardous waste, hazardous chemical, hazardous substance, toxic substance or dangerous good under any Environmental Law.

“Hedging Affiliate” means any Affiliate of a Lender which enters into a Financial Instrument.

“HSBC PLC LC” means the Letter of Credit in favor of HSBC UK Bank Plc, as beneficiary, with the Project Stellar Target, as applicant, in the face amount of 1,780,000 GBP and with an initial expiry date of October 31, 2026.

“ICC Publication” has the meaning set out in Section 6.9(7).

“IFRS” means International Financial Reporting Standards including International Accounting Standards and Interpretations together with their accompanying documents which are set by the International Accounting Standards Board, the independent standard-setting body of the International Accounting Standards Committee Foundation (the **“IASC Foundation”**), and the International Financial Reporting Interpretations Committee, the interpretative body of the IASC Foundation.

“IFRS 16” means the International Financial Reporting Standards 16 Leases, effective January 1, 2019.

“Indemnified Parties” means, collectively, the Agent and the Lenders, including a receiver, receiver manager or similar person appointed under applicable law, and their respective shareholders, Affiliates, officers, directors, employees and agents and **“Indemnified Party”** means any one of the foregoing.

“Indemnified Taxes” means Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Document or Credit Facility.

“Indemnified Third Party” has the meaning set out in Section 13.3(1).

“Information” has the meaning set out in Section 15.1(2).

“Intellectual Property” means, collectively, patents, patents pending, copyrights, proprietary processes or programs, industrial designs, trademarks, trademark applications, trade names and other intellectual property of every nature and kind.

“Interest Expense” means, for any period, without duplication, interest expense of the Parent determined on a consolidated basis in accordance with generally accepted accounting principles as the same would be set forth or reflected in a consolidated statement of income of the Parent and, in any event and without limitation, shall include:

- (a) all interest accrued or payable in respect of such period, including capitalized interest and imputed interest with respect to such lease obligations;
- (b) all fees (including standby, commitment, acceptance and stamping fees in respect of bankers’ acceptances and fees payable in respect of letters of credit, letters of guarantee and similar instruments supporting obligations which constitute Funded Debt) accrued or payable in respect of such period and which relate to any indebtedness or credit agreement, prorated (as required) over such period;

- (c) any difference between the face amount and the discount proceeds of any bankers' acceptances, commercial paper and other obligations issued at a discount, prorated (as required) over such period;
- (d) all net amounts charged or credited to interest expense under any Interest Hedging Agreements in respect of such period; and
- (e) the interest expense component of capital lease obligations, as determined in accordance with generally accepted accounting principles.

“Interest Hedging Agreement” means any interest swap agreement, forward rate agreement, floor, cap or collar agreement, futures or options, insurance or other similar agreement or arrangement, or any combination thereof, entered into by a Loan Party where the subject matter of the same is interest rates or the price, value or amount payable thereunder is dependent or based upon the interest rates or fluctuations in interest rates in effect from time to time (but, for certainty, shall exclude conventional floating rate debt).

“Interest Payment Date” means:

- (a) with respect to each Canadian Prime Rate Loan and U.S. Base Rate Loan, the first Banking Day of each calendar month; and
- (b) with respect to each SOFR Loan and CORRA Loan, the last day of each Interest Period therefor and, in the case of any Interest Period of more than three months' duration, quarterly on each day prior to the last day of such Interest Period that occurs at three month intervals after the first day of such Interest Period; provided that (i) if any such date would be a day other than a Banking Day, such date shall be extended to the next succeeding Banking Day unless such next succeeding Banking Day would fall in the next calendar month, in which case such date shall be the first preceding Banking Day and (ii) the Interest Payment Date with respect to any SOFR Loan or CORRA Loan that occurs on the last Banking Day of a calendar month (or on a day for which there is no numerically corresponding day in any applicable calendar month) shall be the last Banking Day of any such succeeding applicable calendar month,

provided that, in any case, the applicable Maturity Date or, if applicable, any earlier date on which a Credit Facility is fully cancelled or permanently reduced in full, shall be an Interest Payment Date with respect to all Loans then outstanding under such Credit Facility.

“Interest Period” means:

- (a) with respect to each Canadian Prime Rate Loan and U.S. Base Rate Loan, the period commencing on the applicable Drawdown Date or Conversion Date, as the case may be, and terminating on the date selected by the Borrower hereunder for the Conversion of such Loan into another type of Loan or for the repayment of such Loan;

- (b) with respect to each Daily Compounded CORRA Loan, the initial period (subject to availability) of one month (or such shorter period as may be agreed to by the Agent subject to the market availability thereof) (a “**Non Standard Daily CORRA Interest Period**”) commencing on the Drawdown Date, or Conversion Date, as the case may be, applicable to the applicable Daily Compounded CORRA Loan and ending on and excluding the last day of such initial period, and thereafter, each successive period (subject to availability) of approximately one month (or, if applicable and to the extent agreed to by the Agent, the length of the Non Standard Daily CORRA Interest Period) as selected by the Borrower in the Rollover Notice commencing on and including the last day of the prior Interest Period, provided that, if such extension would cause the last day of an Interest Period for a Daily Compounded CORRA Loan to occur in the following calendar month, the last day of such Interest Period shall be the immediately preceding Banking Day;
- (c) with respect to each Term CORRA Loan, the initial period (subject to availability) of one or three months (or such shorter period as may be agreed to by the Agent (subject to the market availability thereof) (a “**Non Standard Term CORRA Interest Period**” and, collectively with a Non Standard Daily CORRA Interest Period, a “**Non Standard CORRA Interest Period**”)) commencing on the Drawdown Date, or Conversion Date, as the case may be, applicable to the Term CORRA Loan and ending on and excluding the last day of such initial period, and thereafter, each successive period (subject to availability) of approximately one or three months (or, if applicable and to the extent agreed to by the Agent, the length of the Non Standard Term CORRA Interest Period) as selected by the Borrower in the Rollover Notice commencing on and including the last day of the prior Interest Period, provided that, if such extension would cause the last day of an Interest Period for a Term CORRA Loan to occur in the following calendar month, the last day of such Interest Period shall be the immediately preceding Banking Day;
- (d) with respect to each SOFR Loan, the period commencing on the Drawdown Date, Rollover Date or Conversion Date in respect of a SOFR Loan and ending in the case of Term SOFR, the period commencing on the date of such Drawdown, Rollover or Conversion and ending on the numerically corresponding day in the calendar month that is one, three or six months thereafter (or, subject to the agreement of the Lenders, a longer or shorter period (a “**Non Standard SOFR Interest Period**” and, collectively with a Non Standard CORRA Interest Period, a “**Non Standard Interest Period**”)), as specified in the applicable Drawdown Notice, Rollover Notice or Conversion Notice, provided that:
 - (i) no Interest Period shall extend beyond the expiry of the applicable Maturity Date;
 - (ii) whenever the last day of any Interest Period would otherwise be a day that is not a Banking Day, the last day of such Interest Period shall be extended to the next succeeding Banking Day, provided

that, if such extension would cause the last day of an Interest Period for a SOFR Loan to occur in the following calendar month, the last day of such Interest Period shall be the immediately preceding Banking Day;

- (iii) for purposes of determining an Interest Period for a SOFR Loan, a month means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month; provided, that if there is no numerically corresponding day in the month in which such an Interest Period is to end or if such an Interest Period begins on the last Banking Day of a calendar month, then such Interest Period shall end on the last Banking Day of the calendar month in which such Interest Period is to end; and
- (iv) no tenor that has been removed from this definition pursuant to Section 12.2 shall be available for specification in such Drawdown Notice, Rollover Notice or Conversion Notice; and
- (e) with respect to each Letter of Credit, the period commencing on the date of issuance of such Letter of Credit and terminating on the last day the Letter of Credit is outstanding,

provided that in any case: (i) the last day of each Interest Period shall be also the first day of the next Interest Period whether with respect to the same or another Loan; (ii) the last day of each Interest Period shall be a Banking Day and if the last day of an Interest Period selected by the Borrower is not a Banking Day the Borrower shall be deemed to have selected an Interest Period the last day of which is the Banking Day next following the last day of the Interest Period selected unless such next following Banking Day falls in the next calendar month in which event the Borrower shall be deemed to have selected an Interest Period the last day of which is the Banking Day first preceding the last day of the Interest Period selected by the Borrower; and (iii) the last day of all Interest Periods for Loans outstanding under a given Credit Facility shall expire on or prior to the Maturity Date applicable thereto, subject, however, in the case of Letters of Credit, to the provisions of Section 6.2.

“Investment” means (a) any purchase or other acquisition of shares or other securities (other than Approved Securities) of any person, (b) any form of Financial Assistance to or for the benefit of any person, (c) any capital contribution to any other person and (d) any purchase or other acquisition of any assets, property or undertaking.

“Judgment Conversion Date” has the meaning set out in Section 13.4(1)(b).

“Judgment Currency” has the meaning set out in Section 13.4(1).

“Lead Arranger” means The Toronto-Dominion Bank.

“Lender Claiming Additional Compensation” has the meaning set out in Section 2.19(1)(a).

“Lender Distress Event” means, in respect of a given Lender, such Lender or its Lender Parent (a) is subject to a forced liquidation, merger, sale or other change of control supported in whole or in part by guarantees or other support (including the nationalization or assumption of ownership or operating control by the Government of the United States of America, Canada or any other Governmental Authority) or (b) is otherwise adjudicated as, or determined to be, insolvent or bankrupt, in each case, by any Governmental Authority having regulatory authority over such Lender or Lender Parent or their respective assets; provided that, for certainty, a Lender Distress Event shall not have occurred solely by virtue of the ownership or acquisition of any equity interest in such Lender or its Lender Parent by any Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within Canada or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender.

“Lender Financial Instrument” means a Financial Instrument entered into between a Lender or a Hedging Affiliate and a Loan Party.

“Lender Financial Instrument Obligations” means, collectively, all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, mature or not) of a Loan Party under, pursuant or relating to any and all Lender Financial Instruments.

“Lender Insolvency Event” means, in respect of a given Lender, such Lender or its Lender Parent:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent, is deemed insolvent by applicable law or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors;
- (d) (i) institutes, or has instituted against it by a regulator, supervisor or any similar Governmental Authority with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, (A) a proceeding pursuant to which such Governmental Authority takes control of such Lender’s or Lender Parent’s assets, (B) a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy, insolvency or winding-up law or other similar law affecting creditors’ rights, or (C) a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar Governmental Authority; or (ii) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy, insolvency or winding-up law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in clause (i) above and either (A) results in a judgment of insolvency or bankruptcy or the entry of an order for relief

or the making of an order for its winding-up or liquidation or (B) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof;

- (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or a substantial portion of all of its assets;
- (g) has a secured party take possession of all or a substantial portion of all of its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case, within 15 days thereafter;
- (h) causes or is subject to any event with respect to it which, under the applicable law of any jurisdiction, has an analogous effect to any of the events specified in subparagraphs (a) to (g) above, inclusive; or
- (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing.

“Lender Parent” means any person that directly or indirectly controls a Lender and, for the purposes of this definition, “control” shall have the same meaning as set forth in the definition of “Affiliate” contained herein.

“Lenders” means those financial institutions named on Schedule A attached hereto, together with such other persons as become parties hereto and, in the context of provisions hereunder relating to:

- (a) the Syndicated Facility and Loans thereunder, means the Syndicated Facility Lenders (including, as applicable, the Fronting Lender);
- (b) the Term Facility and Loans thereunder, means the Term Facility Lenders; and
- (c) the Operating Facility and Loans thereunder, means the Operating Lender,

and **“Lender”** means any one of them, as applicable and as the context requires.

“Lenders’ Counsel” means the firm of Dentons Canada LLP or such other firm of legal counsel as the Agent may from time to time designate.

“Letter of Credit” means a letter of credit in form satisfactory to and issued by the Operating Lender, acting at the request of and in accordance with the instructions of the Borrower, to make payment in accordance with the terms and conditions thereof of an amount to or to the order of a third party.

“Leverage Step-Up” has the meaning set out in Section 9.3(1)(a)(ii).

“Lillyhall Property” means 2A Joseph Noble Road, Lillyhall Industrial Estate, Lillyhall, Workington, Cumbria as more particularly described in the Existing Lillyhall Lease.

“Loan” means a Canadian Prime Rate Loan, U.S. Base Rate Loan, SOFR Loan, CORRA Loan or Letter of Credit outstanding hereunder.

“Loan Parties” means, collectively, the Borrower, the Parent and the Material Subsidiaries and **“Loan Party”** means any one of them.

“Majority of the Lenders” means:

- (a) if there is only 1 or 2 Lenders, all of the Lenders; and
- (b) at any other time:
 - (i) during the continuance of a Default or an Event of Default, two or more Lenders the Rateable Portions of all Outstanding Principal of which are, in the aggregate, at least 66⅔% of all Outstanding Principal; and
 - (ii) at any other time, two or more Lenders the Commitments of which are, in the aggregate, at least 66⅔% of the Commitments of all Lenders hereunder,

provided that, in connection with references herein to the Majority of the Lenders under a specific Credit Facility, the calculation thereof shall be with reference to 66⅔% of all Outstanding Principal or 66⅔% of the Commitments, as applicable, under such Credit Facility.

“Material Adverse Effect” means a material adverse effect on:

- (a) the financial condition of the Borrower, the Parent and the other Loan Parties on a consolidated basis and taken as a whole;
- (b) the ability of the Borrower, the Parent and the other Loan Parties, taken as a whole, to observe or perform their respective obligations under the Documents to which each is a party or the validity or enforceability of such Documents or any material provision thereof;
- (c) the property, business, operations or liabilities of the Parent, the Borrower and their Subsidiaries on a consolidated basis and taken as a whole; or
- (d) the Security, the priority thereof or any right or remedy of the Agent and the Lenders thereunder.

“Material Contract” means any of the following:

- (a) any contract, undertaking, agreement or other instrument to which the a Loan Party is a party or by which it or any of its properties is bound or to which it or any of its properties is subject, pursuant to which a Loan Party (i) generated revenues or incurred expenditures, in either case, greater than the greater of Cdn.\$[*Threshold redacted*] and [*Threshold redacted*]% of Consolidated Net Tangible Assets during the immediately preceding Fiscal Year or (ii) is projected to generate revenues or incur expenditures, in either case greater than the greater of Cdn.\$[*Threshold redacted*] and [*Threshold redacted*]% of Consolidated Net Tangible Assets during the then current or immediately succeeding Fiscal Year; and
- (b) any other lease, agreement, contract, instrument or other document to which a Loan Party is a party and which, if the same was terminated or if the counterparty thereunder failed to perform its material obligations thereunder, would have or would reasonably be expected to have a Material Adverse Effect,

as any of the foregoing may be amended, extended, supplemented, restated, replaced or otherwise modified from time to time.

“Material Subsidiary” means any Subsidiary of the Parent (other than the Borrower) or the Borrower which:

- (a) has assets equal to or greater than [*Threshold redacted*]% of the Consolidated Net Tangible Assets of the Parent;
- (b) has EBITDA equal to or greater than [*Threshold redacted*]% of the Parent’s consolidated EBITDA;
- (c) owns any Ownership Interest in another Material Subsidiary;
- (d) is designated as a Designated Material Subsidiary pursuant to Section 10.1; or
- (e) is identified as of the date hereof as a Material Subsidiary pursuant to Section 8.1(1)(s).

“Maturity Date” means, (a) in respect of the Syndicated Facility and the Obligations owing under or pursuant to the Syndicated Facility, the Syndicated Facility Maturity Date, (b) in respect of the Term Facility and the Obligations owing under or pursuant to the Term Facility, the Term Facility Maturity Date and (c) in respect of the Operating Facility and the Obligations owing under or pursuant to the Operating Facility, the Operating Facility Maturity Date.

“Moody’s” means Moody’s Investors Service, Inc. and any successors thereto.

“NBC/CWB Amalgamation” has the meaning set out in Section 1.13.

“Net Income” means, in respect of any period for which it is being determined, the net income of the Parent determined on a consolidated basis in accordance with generally accepted accounting principles.

“New Lillyhall Lease” has the meaning set out in subparagraph (h) of the definition of **“Permitted Dispositions”**.

“Non-Extending Lender” has the meaning set out in Section 2.22(3).

“Non Standard Daily CORRA Interest Period” has the meaning set out in subparagraph (b) of the definition of **“Interest Period”**.

“Non Standard Interest Period” has the meaning set out in subparagraph (d) of the definition of **“Interest Period”**.

“Non Standard SOFR Interest Period” has the meaning set out in subparagraph (d) of the definition of **“Interest Period”**.

“Non Standard Term CORRA Interest Period” has the meaning set out in subparagraph (c) of the definition of **“Interest Period”**.

“Notice of Non-Extension” has the meaning set out in Section 2.22.

“Notifiable Acquisition” means an acquisition as defined in Section 6 of the NS&IA and any regulations made under the NS&IA.

“NS&IA” means the National Security and Investment Act 2021.

“Obligations” means, collectively, at any time and from time to time, all of the obligations, indebtedness and liabilities (present or future, absolute or contingent, matured or not) of the Borrower and the other Loan Parties to the Lenders or the Agent under, pursuant or relating to the Documents or the Credit Facilities and whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again and including, without limitation, all principal, interest, fees, legal and other costs, charges and expenses, and other amounts payable by the Borrower under this Agreement including, without limitation, interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Loan Parties, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding.

“OFAC” means The Office of Foreign Assets Control of the U.S. Department of the Treasury.

“Officer’s Certificate” means a certificate or notice (other than a Compliance Certificate) signed by any one of the president, chief financial officer, chief executive officer, a vice president, treasurer, assistant treasurer, controller, corporate secretary, assistant secretary or director of a Loan Party, as the case may be, (including, in the case of a partnership a certificate or notice signed by such an officer or director of a general partner or managing partner of such partnership); provided, however, that Drawdown Notices, Conversion Notices, Rollover Notices and Repayment Notices shall be executed on behalf of the Borrower by any one of the foregoing persons or such other persons as may from time to time be designated by written notice from the Borrower to the Agent.

“Operating Facility” means the credit facility in the maximum principal amount of Cdn.\$15,000,000 (or the Equivalent Amount thereof in United States Dollars) to be made available to the Borrower by the Operating Lender in accordance with the provisions hereof, subject to any reduction in accordance with the provisions hereof.

“Operating Facility Commitment” means the commitment by the Operating Lender under the Operating Facility to provide up to the amount of Canadian Dollars (or the Equivalent Amount thereof in United States Dollars) set forth opposite its name in Schedule A annexed hereto, subject to any reduction in accordance with the terms hereof.

“Operating Facility Extension Request” has the meaning set out in Section 2.23(1).

“Operating Facility Maturity Date” means June 11, 2029 or such later date to the same may be extended from time to time in accordance with Section 2.23.

“Operating Lender” means The Toronto-Dominion Bank.

“Order” has the meaning set out in Section 6.9(5).

“Other Connection Taxes” means, with respect to any Lender or the Agent, Taxes imposed as a result of a present or former connection between such Lender or the Agent and the jurisdiction imposing such Tax.

“Outstanding Principal” means, at any time, the aggregate of (a) the principal amount of all outstanding Canadian Prime Rate Loans and CORRA Loans, (b) the Equivalent Amount in Canadian Dollars of the principal amount of all outstanding U.S. Base Rate Loans and SOFR Loans, (c) the maximum amount available to be drawn under all outstanding Letters of Credit denominated in Canadian Dollars and (d) the Equivalent Amount in Canadian Dollars of the maximum amount available to be drawn under all outstanding Letters of Credit denominated in United States Dollars and GBP.

“Overdraft Loan” has the meaning set out in Section 2.2(4).

“Ownership Interest” means:

- (a) in respect of a body corporate, any shares in the capital of such body corporate;
- (b) in respect of a partnership, any partnership units or interests in such partnership and includes any other income, capital, beneficial or ownership interest (however designated) in such partnership; and
- (c) in respect of any other person, any income, capital, beneficial or ownership interest (however designated) in such person (including, for certainty, any trust units in the case of a trust),

in each case, whether any of the foregoing are voting or non voting and including any securities, instruments or contractual rights capable of being converted into, exchanged or exercised for any

of the foregoing (including options, warrants, conversion or exchange privileges and similar rights).

“Parent” means K-Bro Linen Inc.

“Payment Recipient” has the meaning set out in Section 14.16(1).

“Pension Offence” means an offence under section 58A or section 58B of the Pensions Act 2004 (as inserted by the Pension Schemes Act 2021).

“Pension Penalty Notice” means a penalty or notice issued under section 58C, section 58D, section 77A, section 80A, section 80B or section 88A of the Pensions Act 2004 (as inserted by the Pension Schemes Act 2021).

“Pensions Regulator” means the body corporate called the Pensions Regulator established under Part I of the Pensions Act 2004.

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

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

“Permitted Acquisition” means the purchase of all or substantially all of the assets or all of the Ownership Interests of another entity (for purposes of this definition of **“Permitted Acquisition”**, an **“acquisition”**):

(a) provided that:

- (i) such acquisition is not a hostile takeover;
- (ii) such entity or entities are in the same or similar business as the Loan Parties;
- (iii) no Default or Event of Default shall have occurred or would exist immediately after giving effect to such acquisition;
- (iv) the Borrower shall be in compliance with Section 9.1(r) immediately after giving effect to such acquisition subject to any grace period provided for in Article 11 hereof;
- (v) (1) the assets and property of the target shall be free and clear of all Security Interests except for Permitted Encumbrances and (2) all Funded Debt of the target shall be paid out and cancelled except for Permitted Debt and, in each case, evidence of the foregoing satisfactory to the Agent and the Lenders, each acting reasonably, shall have been received by the Agent and the Lenders;

- (vi) both immediately before and after such acquisition, the Borrower shall be in compliance with the financial covenants set forth in Section 9.3 (for, certainty, without regard to Section 9.3(1)(a)(ii) immediately before the acquisition closes) and the representations and warranties of the Borrower set forth in Section 8.1 shall be true and correct and shall have provided a *pro forma* Compliance Certificate evidencing the same;
 - (vii) if requested by the Agent, the Borrower shall have delivered to the Agent a quality of earnings report in respect of the target which shall be in form and substance satisfactory to the Agent;
 - (viii) if applicable, all Security contemplated by Section 10.1 (together with a certified copy of the applicable constating documents and a legal opinion in form and substance satisfactory to the Agent, acting reasonably) shall have been executed and delivered to the Agent within 60 days of the closing of such acquisition (except in respect of Project Stellar for which such Security and related deliverables shall be executed and delivered within 90 days of the closing of Project Stellar as provided for in Section 9.1(cc));
 - (ix) where the target of the acquisition is incorporated in the United Kingdom, the Borrower shall have delivered an Officer's Certificate certifying that:
 - (A) the Borrower has, or has procured that the relevant Loan Party has, analysed whether the NS&IA is applicable to the relevant acquisition;
 - (B) the relevant Specified Acquisition is not a Notifiable Acquisition; and
 - (C) no remedies, legal proceedings, enforcement action or appeals have been issued or are pending pursuant to Part 2 and Part 3 of the NS&IA; and
 - (x) the purchase price for any single acquisition shall not exceed Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) and the aggregate purchase price for such acquisition, together with all other acquisitions completed in such Fiscal Year, shall not exceed Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) (including with reference to any debt assumed and the projected amount of any earn out provisions (discounted in accordance with generally accepted accounting principals)) provided the purchase price of the Specified Acquisitions shall be excluded therefrom; or
- (b) that is consented to by the Majority of the Lenders.

“Permitted Contest” means action taken by or on behalf of the Borrower, any other Loan Party or and of their other Subsidiaries in good faith by appropriate proceedings diligently pursued to contest a Tax, claim or Security Interest, provided that:

- (a) the person to which the Tax, claim or Security Interest being contested is relevant (and, in the case of a Subsidiary of the Parent, the Parent on a consolidated basis) has established reasonable reserves therefor if and to the extent required by generally accepted accounting principles;
- (b) proceeding with such contest does not have, and would not reasonably be expected to have, a Material Adverse Effect; and
- (c) proceeding with such contest will not create a material risk of sale, forfeiture or loss of, or interference with the use or operation of, a material part of assets of the Parent and its Subsidiaries.

“Permitted Debt” means the following:

- (a) the Obligations;
- (b) any unsecured Funded Debt owing by a Loan Party or another Subsidiary to the Borrower or another Loan Party which has provided Security, including indebtedness of [*commercially sensitive information*] to [*commercially sensitive information*] arising under or in connection with the Eurobond provided that, in the case of the Eurobond, the maturity date thereof is at all times at least five months subsequent to the Maturity Date and the parties thereto are subject to the Subordination Deed;
- (c) to the extent it constitutes Funded Debt, Attributable Debt of the Borrower, the other Loan Parties or any of their Subsidiaries arising in connection with operating leases entered into in the ordinary course of business (which, for certainty, shall not include any operating leases entered into in connection with any Sale Leaseback);
- (d) Purchase Money Obligations, Attributable Debt of the Borrower, the other Loan Parties and their other Subsidiaries arising in connection with capital leases (other than premises leases and leases of laundry facilities that, for certainty, are not financing leases by nature) and other Funded Debt obligations in connection with the purchase or other acquisition of linen in the ordinary course of business, provided that the amount of such obligations do not in the aggregate at any time, exceed [*Threshold redacted*]% of Consolidated Net Tangible Assets;
- (e) (i) Bank Product Obligations to the Lenders and the other Bank Product Providers and (ii) Financial Instrument Obligations to the extent they constitute Permitted Hedging; and

- (f) Funded Debt which is not otherwise Permitted Debt; provided such Funded Debt is unsecured and the principal amount of such obligations do not, in the aggregate, at any time, exceed [*Threshold redacted*]% of Consolidated Net Tangible Assets.

“Permitted Disposition” means, in respect of the Borrower or another Loan Party, any of the following:

- (a) a sale or lease of inventory in the ordinary course of business and in accordance with sound industry practice;
- (b) a sale or disposition by any of them in the ordinary course of business of tangible personal property that is obsolete or no longer useful for its intended purpose;
- (c) sales or dispositions by a Loan Party to another Loan Party, in each case, for certainty, to the extent such transferee has provided Security;
- (d) a sale or disposition by any of them of its interest in machinery, equipment or other tangible personal property for which Purchase Money Obligations were incurred and which obligations are fully repaid concurrently with such sale or disposition;
- (e) abandonments, surrenders or terminations of immaterial rights or interests which are effected in accordance with prudent industry practice;
- (f) a sale of the Riggs Place Property and any other sale or disposition of assets that were previously acquired by the Borrower or another Loan Party pursuant to a Specified Acquisition and existing assets disposed of during the consolidation of such Specified Acquisition up to an aggregate amount of Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) which monetary threshold, for certainty, shall (i) include the proceeds of the sale of the Riggs Place Property and (ii) not include the disposition of assets to another Loan Party as permitted by subparagraph (c) of this definition;
- (g) any sale or other disposition of assets in any Fiscal Year (excluding sales and other dispositions provided for in subparagraphs (a) through (f) above), whether in one or a series of transactions, which, in aggregate, have a fair market value of less than [*Threshold redacted*]% of the Consolidated Net Tangible Assets;
- (h) the surrender of the Existing Lillyhall Lease; provided that, concurrently therewith (i) a new consolidated lease (in form and substance satisfactory to the Agent) over a larger area comprising the original Lillyhall Property and adjoining premises shall be executed and delivered (the **“New Lillyhall Lease”**) and (ii) the applicable Loan Party shall have executed and delivered a mortgage over the New Lillyhall Lease in favour of the Security Agent in form and substance satisfactory to the Agent (together with an Officer’s Certificate and a legal opinion in form and substance satisfactory to the Agent, acting reasonably);

- (i) a sale or disposition of assets not covered by subparagraphs (a) to (h) above provided the proceeds thereof (net of reasonable expenses related to such sale or disposition) are reinvested in the business and operations of the Borrower and the Material Subsidiaries within 180 days prior to or after such disposition provided that, if the reinvestment is made prior to receipt of such proceeds, the Borrower has complied with Section 2.15(2)(a); and
- (j) any other sale or disposition of assets consented to by the Majority of the Lenders.

“Permitted Distributions” means:

- (a) salaries, bonuses, commissions and fees to the employees or independent contractors of a Loan Party in connection with such employment or contract at reasonable levels of compensation not materially greater than normal industry remuneration;
- (b) fees to the directors of a Loan Party, and indemnifications and similar arrangements for directors and officers of a Loan Party, in connection with services rendered as directors and officers at reasonable levels of compensation not materially greater than normal industry remuneration;
- (c) Distributions from one Loan Party to another Loan Party which has provided Security;
- (d) provided no Default or Event of Default has occurred and is continuing or will result immediately subsequent to the making of such Distribution, dividends to the shareholders of the Parent;
- (e) scheduled interest payments provided for in the Eurobond; and
- (f) payments in connection with share repurchases made pursuant to the Toronto Stock Exchange approved “normal course issuer bid” of the Parent provided that the Funded Debt to EBITDA Ratio, on a *pro forma* basis, is equal to or less than the ratio that is 0.50:1.00 lower than then applicable ratio provided for in Section 9.3(1)(a)(i) or Section 9.3(1)(a)(ii), as the case may be, both immediately before and immediately subsequent to making such Distributions, and the Borrower has provided evidence thereof satisfactory to the Agent, acting reasonably.

“Permitted Encumbrances” means as at any particular time any of the following encumbrances on the property or any part of the property of the Borrower, any other Loan Party or any of their other Subsidiaries:

- (a) liens, including statutory liens, for taxes, assessments or governmental charges not at the time due or delinquent or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest;
- (b) (i) deemed liens and trusts arising by operation of law in connection with workers’ compensation, employment insurance and other social security legislation, in each

case, which secure obligations not at the time due or delinquent or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest and (ii) deemed trust under pension standards legislation of Canada or any province thereto applicable to any Canadian Pension Plan for contributions not yet due to be remitted to the Canadian Pension Plan;

- (c) liens under or pursuant to any judgment rendered, or claim filed, against the Borrower, any other Loan Party or any of their other Subsidiaries, which such person shall be contesting at the time by a Permitted Contest;
- (d) undetermined or inchoate liens and charges incidental to construction or current operations which have not at such time been filed pursuant to law against the Borrower, any other Loan Party or any of their other Subsidiaries or which relate to obligations not due or delinquent or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest;
- (e) easements, rights of way, servitudes or other similar rights in land (including, without in any way limiting the generality of the foregoing, rights of way and servitudes for railways, sewers, drains, gas and oil and other pipelines, gas and water mains, electric light and power and telecommunication, telephone or telegraph or cable television conduits, poles, wires and cables) granted to or reserved or taken by other persons which individually or in the aggregate do not materially detract from the value of the land concerned or materially impair its use in the operation of the business of the Borrower, each other Loan Party and each of their other Subsidiaries, taken as a whole;
- (f) any builder's, mechanic's, garageman's, labourer's or materialman's lien or other similar lien arising in the ordinary course of business or out of the construction or improvement of any land or arising out of the furnishing of materials or supplies, provided that such lien secures monies not at the time overdue, or, if due or delinquent, the validity of which is being contested at the time by a Permitted Contest;
- (g) encumbrances incidental to the conduct of business or the ownership of property and assets not incurred in connection with the borrowing of money or obtaining credit and which do not, in the aggregate, detract in any material way from the value or usefulness of the property and assets of the Borrower, each other Loan Party and each of their other Subsidiaries, taken as a whole;
- (h) in respect of any land, any encroachments, defects or irregularities in the title to such land which are of a minor nature and which, in the aggregate, will not materially impair the use of such land in the operation of the business of the Borrower, each other Loan Party and each of their other Subsidiaries, taken as a whole;
- (i) security given by the Borrower, any other Loan Party or any of their other Subsidiaries to a public utility or any Governmental Authority or other public

authority in connection with the operations of the Borrower, any other Loan Party or any of their other Subsidiaries (as applicable), all in the ordinary course of its business which individually or in the aggregate do not materially detract from the value of the asset concerned or materially impair its use in the operation of the business of the Borrower, each other Loan Party and each of their other Subsidiaries, taken as a whole;

- (j) the reservation in any original grants from the Crown of any land or interests therein and statutory exceptions and reservations to title;
- (k) Security Interests in favour of the Lenders or the Agent on behalf of the Lenders;
- (l) the Security;
- (m) any operating lease entered into in the ordinary course of business (which, for certainty, shall not include any operating leases entered into in connection with any Sale Leaseback);
- (n) pledges of cash or Approved Securities and bankers' liens, rights of set off and other similar liens existing solely with respect to cash and Approved Securities on deposit in one or more accounts maintained by the Borrower, any other Loan Party or any of their other Subsidiaries, in each case, granted in the ordinary course of business in favour of the Lender or Lenders with which such accounts are maintained, securing amounts owing to such Lender with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements;
- (o) Security Interests securing a Purchase Money Obligation provided that such Security Interests shall attach only to the property acquired in connection with which such Purchase Money Obligation was incurred (and proceeds thereof), capital leases and other Security Interests securing obligations in connection with the purchase or other acquisition of linen in the ordinary course of business and provided further that in each case, the obligation secured is Permitted Debt;
- (p) landlords' liens or any other rights of distress reserved in or exercisable under, or in connection with, any lease of real property for rent and for compliance with the terms of such lease; provided that such lien does not attach generally to all or substantially all of the undertaking, assets and property of the Borrower, each other Loan Party and each of their other Subsidiaries, taken as a whole;
- (q) deposits to secure performance of (i) bids, tenders, contracts (other than contracts for the payment of money) or (ii) leases of real property entered into in the ordinary course of business, in each case, to which the Borrower, any other Loan Party or any of their other Subsidiaries is a party;
- (r) Security Interests resulting from the deposit of cash or Approved Securities as security when the Borrower, each any Loan Party or any of their other Subsidiaries is required to do so by a Governmental Authority or by normal business practice

in connection with contracts, licenses or tenders or similar matters in the ordinary course of business and for the purpose of carrying on the same, or to secure workers' compensation, surety or appeal bonds or to secure costs of litigation when required by Applicable Law;

- (s) any Security or Security Interest over or affecting any asset owned by the Project Stellar Target and the Project Stellar Subsidiaries or the shares in the Project Stellar Target; provided:
 - (i) such Security or Security Interest was not created in contemplation of the acquisition of Project Stellar Target by FTL UK Acquisition Co and existed prior to the Closing Date;
 - (ii) the principal amount secured has not been increased in contemplation of or since the acquisition of Project Stellar Target by FTL UK Acquisition Co; and
 - (iii) such Security or Security Interest is released, removed and/or discharged before not less than three Banking Days after the Closing Date pursuant to the Project Stellar Target Release Documents; and
- (t) any extension, renewal or replacement (or successive extensions, renewals or replacements), as a whole or in part, of any Security Interest referred to in the preceding subparagraphs (a) to (r) inclusive of this definition, so long as any such extension, renewal or replacement of such Security Interest is limited to all or any part of the same property that secured the Security Interest extended, renewed or replaced (plus improvements on such property) and the indebtedness or obligation secured thereby is not increased,

provided that nothing in this definition shall in and of itself cause the Obligations hereunder to be subordinated in priority of payment to any such Permitted Encumbrance or cause any Security Interests in favour of the Lenders or the Agent on behalf of the Lenders to rank subordinate to any such Permitted Encumbrance.

“Permitted Financial Assistance” means the following:

- (a) Financial Assistance in favour of the Agent, the Lenders and their respective Hedging Affiliates and Bank Product Providers for or in respect of the Obligations, Lender Financial Instrument Obligations or Bank Product Obligations; and
- (b) for certainty, in addition to Guarantees permitted pursuant to subparagraph (a) of this definition, Guarantees granted by one Loan Party for the benefit of another Loan Party that has provided Security provided that the obligations guaranteed pursuant to all such Guarantees shall not exceed £[*Threshold redacted*] (or the Equivalent Amount in any other currency) in the aggregate at any time for Guarantees in support of contracts for the supply of energy including, without

limitation, gas, electricity and other energy related products provided to Loan Parties, which Guarantees are permitted pursuant to this subparagraph (b).

“Permitted Hedging” means Financial Instruments entered into by the Borrower or another Loan Party:

- (a) which are entered into in the ordinary course of business with the Lenders or their Hedging Affiliates and for hedging purposes and not for speculative purposes (determined, where relevant, by reference to generally accepted accounting principles); for certainty, Interest Hedging Agreements having as a subject matter principal amounts (either individually or in the aggregate, but determined on a net basis taking into account transactions or agreements entered into to reverse the position or limit the exposure under an existing Interest Hedging Agreement) greater than the aggregate liability of the Borrower for borrowed money shall be deemed to be for speculative purposes;
- (b) with respect to Currency Hedging Agreements, except in respect of Currency Hedging Agreements in connection with intercompany funding mechanics in connection with Project Stellar, are up to a maximum aggregate amount of U.S.\$[*Threshold redacted*] for settlement on a spot basis; and
- (c) which have a term of 5 years or less (for certainty, for all purposes relating hereto and to the other Documents, (i) the term of any Financial Instrument shall commence on the date that the Financial Instrument in question is entered into notwithstanding the fact that the effective date of such Financial Instrument, or other date from which payments or deliveries are to be made or determined thereunder, is subsequent to the date such Financial Instrument is entered into and (ii) without limiting the foregoing, and in addition thereto, the term of a swap transaction or other transaction entered into pursuant to or governed by a Master Agreement published by the International Swaps and Derivatives Association, Inc. (including by International Swap Dealers Association, Inc.) or any successor thereto shall commence on the trade date thereof).

“Permitted Investment” means:

- (a) any loan or Investment to or in a Loan Party which has provided Security;
- (b) any loan or Investment in cash or cash equivalents;
- (c) other Investments up to a maximum aggregate amount of Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof); and
- (d) any other loan or Investment consented to by the Majority of the Lenders.

“Permitted Replacement” means the replacement of those directors who have died or have been found to be of unsound mind by a court of competent jurisdiction.

“Platform” has the meaning set out in Section 15.18(1).

“Project Stellar Acquisition Agreement” means the share purchase agreement dated May 13, 2025 among STAR Strategic Assets III LP, STAR Strategic Assets III-A LP, STAR III Executive Co-Investment Partnership LP, Ian Theodore McNuff, Michael John Langhorn, Pritpal Singh Purewall, FTL UK Acquisition Co, the Borrower and STAR Capital Partnership LLP relating to the sale and purchase of the Project Stellar Target.

“Project Stellar” means the acquisition by the Borrower, through FTL UK Acquisition Co, of all the issued and outstanding Ownership Interests in the Project Stellar Target.

“Project Stellar QOE” has the meaning set out in Section 3.2(j).

“Project Stellar Target Release Documents” means, collectively:

- (a) a deed of release between Star Capital Partnership LLP, as security trustee, and the Project Stellar Target and the Project Stellar Subsidiaries, as chargors, dated on or around the date hereof;
- (b) a deed of release between Santander UK plc, as security agent, and the Project Stellar Target dated on or around the date hereof; and
- (c) a pay-off letter from Banco Santander, S.A., London Branch, as agent, and Santander UK plc, as security trustee, and countersigned by the Project Stellar Target dated on or around the date hereof.

“Project Stellar Subsidiaries” means, collectively, (a) Synergy Health Managed Services Limited, (b) Grosvenor Contracts (London) Limited, (c) Aeroserve (MSP) Limited and (d) Aeroserve Euro Limited.

“Project Stellar Target” means Star Mayan Limited.

“Purchase Money Obligation” means any monetary obligation created or assumed as part of the purchase price of real or tangible personal property (including a lease of such property), whether or not secured, any extensions, renewals or refundings of any such obligation, provided that the principal amount of such obligation outstanding on the date of such extension, renewal or refunding is not increased and further provided that any security given in respect of such obligation shall not extend to any property other than the property acquired in connection with which such obligation was created or assumed and fixed improvements, if any, erected or constructed thereon and the proceeds thereof.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, as applicable, the Borrower or any other Loan Party (that provides a guarantee to the Agent, the Lenders, the Hedging Affiliates and the Bank Product Providers) that has total assets exceeding U.S.\$10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap 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.

“Rateable” and “Rateably” means, at any date of determination, the proportion that the amount of the Obligations, the Bank Product Obligations and Financial Instrument Obligations under Lender Financial Instruments of any Lender, Hedging Affiliates thereof and Bank Product Providers thereof bears to the aggregate of the Obligations, Bank Product Obligations and Financial Instrument Obligations under Lender Financial Instruments of all Lenders, Bank Product Providers and Hedging Affiliates, as determined at the Adjustment Time.

“Rateable Portion”, as regards any Lender, with regard to any amount of money, means:

- (a) in respect of the Syndicated Facility and Drawdowns, Conversions, Rollovers and Loans and other amounts payable thereunder, the product obtained by multiplying that amount by the quotient obtained by dividing (i) that Lender’s Syndicated Facility Commitment by (ii) the aggregate of all of the Lenders’ Syndicated Facility Commitments;
- (b) in respect of the Term Facility and Drawdowns, Conversions, Rollovers and Loans and other amounts payable thereunder, the product obtained by multiplying that amount by the quotient obtained by dividing (i) that Lender’s Term Facility Commitment by (ii) the aggregate of all of the Lenders’ Term Facility Commitments; and
- (c) in respect of the Operating Facility and Drawdowns, Conversions, Rollovers and Loans and other amounts payable thereunder, the product obtained by multiplying that amount by the quotient obtained by dividing (i) that Lender’s Operating Facility Commitment by (ii) the aggregate of all of the Lenders’ Operating Facility Commitments.

“Realization Proceeds” has the meaning set out in Section 11.7.

“Real Property” means each and every parcel of real property owned or leased by one or more of the Loan Parties.

“Related Party” means any person which is any one or more of the following:

- (a) an Affiliate of the Borrower, the Parent, any other Loan Party or any other Subsidiary thereof;
- (b) a unitholder, shareholder or partner of the Borrower, the Parent any other Loan Party or any other Subsidiary thereof which, together with all Affiliates of such person, owns or controls, directly or indirectly, more than 10% of the units, shares, capital or other ownership interests (however designated) of such the Borrower, other Loan Party or other Subsidiary, or an Affiliate of any such unitholder, shareholder or partner;
- (c) an officer, director or trustee of any of the foregoing; and
- (d) a person which is not at arm’s length from the Borrower, the Parent, any other Loan Party or any other Subsidiary of any of the foregoing.

“Release” means any release, spill, emission, leak, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the environment including, without limitation, the movement of Hazardous Materials through ambient air, soil, surface water, ground water, wetlands, land or sub surface strata.

“Relevant Governmental Body” means (a) the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto or (b) the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto, as applicable.

“Renewal Notification Date” has the meaning set out in Section 6.2(4).

“Repayment Notice” means a notice substantially in the form annexed hereto as Schedule F to be given to the Agent or the Operating Lender, as applicable, by the Borrower pursuant hereto.

“Requested Lenders” has the meaning set out in Section 2.22(1).

“Required Permits” means all Governmental Authorizations which are necessary at any given time for the Loan Parties to own and operate its property, assets, rights and interests or to carry on its business and affairs.

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

“Riggs Place Property” means (FIRST) ALL and WHOLE the heritable subjects known as 3 Riggs Place, Cupar, KY15 5JA registered in the Land Register of Scotland under Title Number FFE123299 and (SECOND) the tenant’s interest in the lease between Fishers Services (Cupar) Limited and the North East Fife District Council dated 10 November and 2 December 1993 and registered in the Books of Council and Session on 11 March 1994 and the tenant’s interest in which is registered in the Land Register of Scotland under Title Number FFE123300, as subsequently varied and/ or amended.

“Rollover” means:

- (a) with respect to any SOFR Loan or CORRA Loan, the continuation of all or a portion of such Loan (subject to the provisions hereof) for an additional Interest Period subsequent to the initial or any subsequent Interest Period applicable thereto; and
- (b) with respect to Letters of Credit, the extension or replacement of an existing Letter of Credit, provided the beneficiary thereof (including any successors or permitted assigns thereof) remains the same, the maximum amount available to be drawn thereunder is not increased, the currency in which the same is denominated remains the same and the terms upon which the same may be drawn remain the same,

in each case, under the same Credit Facility under which the maturing Loan was made.

“Rollover Date” means the date of commencement of a new Interest Period applicable to a Loan and which shall be a Banking Day.

“Rollover Notice” means a notice substantially in the form annexed hereto as Schedule G to be given to the Agent or the Operating Lender, as applicable, by the Borrower pursuant hereto.

“S&P” means Standard & Poor’s Financial Services LLC, a subsidiary of S&P Global Inc. and any successors thereto.

“Sale Leaseback” means an arrangement, transaction or series of arrangements or transactions under which title to any real property, tangible personal property or fixture is transferred by a Loan Party (a “transferor”) to another person which leases or otherwise grants the right to use such property to the transferor (or nominee or Affiliate of the transferor) and, whether or not in connection therewith, the transferor also acquires a right or is subject to an obligation to acquire such property or a material portion thereof, and regardless of the accounting treatment of such arrangement, transaction or series of arrangements or transactions.

“Sanctioned Country” means, at any time, a country or territory that is subject to comprehensive country or territory-wide sanctions administered by OFAC, the United Nations Security Council, the European Union, the United Kingdom or Canada.

“Sanctioned Person” means any of the following currently or in the future: (i) an entity or individual named on the list of Specially Designated Nationals or Blocked Persons maintained by OFAC currently available at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>, “designated persons” subject to sanctions by Canada under the Special Economic Measures Act, the United Nations Act, the Justice for Victims of Corrupt Foreign Officials Act (Sergei Magnitsky Law) and the regulations promulgated thereunder, terrorist entities listed pursuant to Part II.1 of the Criminal Code (Canada), entities and individuals listed on the *“Consolidated List of Financial Sanctions Targets in the UK”* issued by His Majesty’s Treasury in the United Kingdom or otherwise sanctioned in the United Kingdom pursuant to the Sanctions and Anti-Money Laundering Act 2018 and regulations made thereunder, entities and individuals sanctioned pursuant to the corresponding laws in the European Union and entities or individuals sanctioned under any other Sanctions Laws not specifically referenced herein; (ii) anyone 50 percent (50%) or more (as the laws of the relevant jurisdiction dictated) owned, in the aggregate, or controlled as determined under applicable law by a person described in clause (i) above; (iii) an entity in respect of which it is reasonable to conclude, having regard to all the circumstances, that a person described in clause (i) above is able, directly or indirectly and through any means, to direct the entity’s activities; or (iv) any person that is subject to sanctions by virtue of being organized or resident in a Sanctioned Country.

“Sanctions Laws” means any economic sanction laws and regulations issued by the United States of America, Canada, the European Union, the United Kingdom or any other jurisdictions in which the Borrower, the Parent, any other Loan Party or any of their Subsidiaries operates and includes, without limitation, the laws, regulations, and rules promulgated or administered by OFAC to implement US sanctions programs, including any enabling legislation or Executive Order related thereto, as amended from time to time.

“**Secretary of State**” has the meaning given to such term in Schedule 1 to the Interpretation Act 1978.

“**Security**” means, collectively, the guarantees, debentures, debenture pledge agreements, pledge agreements, assignments, indemnities, general security agreements, mortgages, securities pledge agreements, hypothecs, floating charges over assets, security interest agreements, statutory pledges and other security agreements executed and delivered, or required to be executed and delivered, by the Loan Parties under and pursuant to this Agreement and shall include, without limitation:

- (a) in respect of the Borrower, a fixed and floating charge debenture, debenture pledge agreement, general security agreement and moveable hypothec substantially in the forms of Schedules H-1, H-2, H-3 and H-4, respectively, annexed hereto along with, if applicable, all mortgage, fixed charge security documentation and other security documentation (including any immovable hypothecs) required by the Agent in connection with (i) owned Real Property in Canada, in each case, with a net book value greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) or (ii) leased Real Property in Canada (other than Quebec), in each case, at which the Borrower holds fixed assets with an aggregate net book value greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) and any other security documentation required by the Agent in connection with the granting of Security Interests in Ownership Interests of any future Subsidiary of the Borrower governed by the laws of any jurisdiction other than Canada;
- (b) in respect of the Parent, a guarantee and general security agreement substantially in the forms of Schedules H-5 and H-8, respectively, annexed hereto;
- (c) in respect of the Material Subsidiaries domiciled in Canada, a guarantee, fixed and floating charge debenture, debenture pledge agreement and general security agreement substantially in the forms of Schedules H-5, H-6, H-7 and H-8, respectively, annexed hereto along with, if applicable:
 - (i) all mortgage, other fixed charge security documentation and other security documentation (including any immovable hypothecs) required by the Agent in connection with (A) owned Real Property in Canada, in each case, with a net book value greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) or (B) leased Real Property in Canada (other than Quebec), in each case, at which such Material Subsidiary holds fixed assets with an aggregate net book value greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof);
 - (ii) other security documentation required by the Agent in connection with the granting of Security Interests in Ownership Interests of any Subsidiary of such Loan Party governed by the laws of any jurisdiction other than Canada which shall include, without limitation;

- (A) an English law share charge granted by Canada HoldCo in respect of the shares in FTL UK Acquisition Co; and
 - (B) Guernsey law security interest agreements in respect of the shares in FTL Guernsey together with executed notices of assignment in the form of Schedule 1 thereto; and
- (iii) a hypothec on a universality of all moveable assets located in the Province of Quebec;
- (d) in respect of the Material Subsidiaries formed under the laws of Guernsey, a guarantee in the form of Schedule H-5, annexed hereto, and security documentation required by the Agent in connection with the granting of Security Interests over the assets of such Material Subsidiary as required by the Agent which shall include, without limitation, in respect of FTL Guernsey:
 - (i) an English law security agreement (re: subordinated loan rights) in respect of the [*commercially sensitive information*]; and
 - (ii) a Guernsey law security interest agreement (re: third party bank accounts) together with executed notice of assignment in the form of Schedule 1 thereto;
- (e) in respect of the Material Subsidiaries formed under the laws of Scotland, a guarantee in the forms of Schedules H-5, annexed hereto, and security documentation required by the Agent in connection with the granting of Security Interests over the assets of such Material Subsidiary as required by the Agent which shall include, without limitation:
 - (i) in respect of each of FTL and FSL, an English law debenture;
 - (ii) in respect of FTL, a Scots law statutory security agreement (in respect of shares in FSL);
 - (iii) in respect of FSL a Scots law statutory security agreement (in respect of any bank accounts held in Scotland); and
 - (iv) in respect of FSL, a Scots law standard security to be granted over the properties located in Inveralmond and Prestonhall; and
- (f) in respect of the Material Subsidiaries formed under the laws of England, a guarantee in the forms of Schedules H-5, annexed hereto, and security documentation required by the Agent in connection with the granting of Security Interests over the assets of such Material Subsidiary as required by the Agent which shall include, without limitation:
 - (i) in respect of FTL UK Acquisition Co:

(A) a Scots law statutory share agreement in respect of the shares of FTL; and

(B) an English law debenture;

(ii) in respect of Shortridge Ltd, an English law debenture; and

(iii) in respect of the Project Stellar Target and each of the Project Stellar Subsidiaries, an English law debenture, for certainty, within the time period provided for in Section 9.1(cc) and provided that such English law debentures will only constitute “Security” for the purpose of this Agreement once entered into by the Project Stellar Target and the Project Stellar Subsidiaries; and

(g) in respect of any Material Subsidiary formed under the laws of, or with assets located in, any other jurisdiction, all security documents reasonably requested by the Agent in order to effect the intention of Section 10.1(1) hereof,

in each case with such modifications and insertions as may be required by the Agent, acting reasonably, including, for certainty amendments or supplements required at any time by the Agent and, for certainty, will include fixed charge security documentation with respect to (i) owned Real Property in Canada, in each case, with a net book value greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof), (ii) leased Real Property in Canada (other than Quebec), in each case, at which the applicable Loan Party holds fixed assets with an aggregate net book value greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof), (iii) owned Real Property outside of Canada, in each case, with a net book value greater than £[*Threshold redacted*] (or the Equivalent Amount thereof) and (iv) leased Real Property outside of Canada, in each case, (A) at which the applicable Loan Party holds fixed assets with an aggregate net book value greater than £[*Threshold redacted*] (or the Equivalent Amount thereof) and (B) if the applicable lease is registered at the applicable land registry and has an unexpired term of at least 15 years from the date such Security would be entered into.

“**Security Interest**” means mortgages, standard securities, charges, pledges, hypothecs, assignments by way of security, assignments in security, conditional sales or other title retentions, security created under the *Bank Act* (Canada), liens, encumbrances, security interests or other interests in property, howsoever created or arising, whether fixed or floating, perfected or not, which secure payment or performance of an obligation and, including, in any event:

(a) deposits or transfers of cash, marketable securities or other financial assets under any agreement or arrangement whereby such cash, securities or assets may be withdrawn, returned or transferred only upon fulfilment of any condition as to the discharge of any other indebtedness or other obligation to any creditor;

(b) (i) rights of set off or (ii) any other right of or arrangement of any kind with any creditor, which in any case are made, created or entered into, as the case may be, for the purpose of or having the effect (directly or indirectly) of (A) securing Funded Debt, (B) preferring some holders of Funded Debt over other holders of

Funded Debt or (C) having the claims of any creditor be satisfied prior to the claims of other creditors with or from the proceeds of any properties, assets or revenues of any kind now owned or later acquired (other than, with respect to (C) only, rights of set off granted or arising in the ordinary course of business);

- (c) the rights of lessors under capital leases, operating leases and any other lease financing; and
- (d) absolute assignments of accounts receivable.

“**SOFR**” means, with respect to any Banking Day, a rate per annum equal to the secured overnight financing rate for such Banking Day published by the SOFR Administrator on the SOFR Administrator’s Website at approximately 8:00 a.m. (New York City time) on the immediately succeeding Banking Day.

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

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

“**SOFR Loan**” means an Advance that bears interest based on Adjusted Term SOFR, other than pursuant to subparagraph (c) of the definition of “U.S. Base Rate”.

“**Specified Acquisitions**” means, collectively:

- (a) Project Stellar; and
- (b) any other acquisition consented to by the Majority of the Lenders for the purposes of being a “Specified Acquisition”.

“**Subordination Deed**” means the subordination deed in respect of the Eurobond made as of March 26, 2024 among [*commercially sensitive information*] and the Agent, as amended, restated, modified, supplemented, replaced or otherwise modified from time to time with consent of the Agent.

“**Subsidiary**” means, with respect to any person (“X”):

- (a) any corporation of which at least a majority of the outstanding shares having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time shares of any other class or classes of such corporation might have voting power by reason of the happening of any contingency, unless the contingency has occurred and then only for as long as it continues) is at the time directly, indirectly or beneficially owned or controlled by X or one or more of its Subsidiaries, or X and one or more of its Subsidiaries;

- (b) any partnership of which, at the time, X, or one or more of its Subsidiaries, or X and one or more of its Subsidiaries: (i) directly, indirectly or beneficially own or control more than 50% of the income, capital, beneficial or ownership interests (however designated) thereof; and (ii) is a general partner, in the case of limited partnerships, or is a partner or has authority to bind the partnership, in all other cases; or
- (c) any other person of which at least a majority of the income, capital, beneficial or ownership interests (however designated) are at the time directly, indirectly or beneficially owned or controlled by X, or one or more of its Subsidiaries, or X and one or more of its Subsidiaries,

provided that, unless otherwise expressly provided or the context otherwise requires, references herein to “Subsidiary” or “Subsidiaries” shall be and shall be deemed to be references to Subsidiaries of the Parent.

“Successor Agent” has the meaning set out in Section 14.9.

“Swap Obligation” means, with respect to any person that has provided Security, 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.

“Syndicated Facility” means the credit facility in the maximum principal amount of Cdn.\$160,000,000 (or the Equivalent Amount thereof in United States Dollars) to be made available to the Borrower by the Syndicated Facility Lenders in accordance with the provisions hereof, subject to any increase in accordance with Section 2.20 and any reduction in accordance with the provisions hereof.

“Syndicated Facility Commitment” means the commitment by each Syndicated Facility Lender under the Syndicated Facility to provide up to the amount of Canadian Dollars (or the Equivalent Amount thereof in United States Dollars) set forth opposite its name in Schedule A annexed hereto, subject to any increase in accordance with Section 2.20 and any reduction in accordance with the provisions hereof.

“Syndicated Facility Extension Request” has the meaning set out in Section 2.22(1).

“Syndicated Facility Lender” means each Lender identified as such on Schedule A annexed hereto.

“Syndicated Facility Maturity Date” means, in respect of the Obligations outstanding to a given Syndicated Facility Lender, June 11, 2029 or such later date to which the same may be extended from time to time with respect to a given Syndicated Facility Lender in accordance with Section 2.22.

“Taxes” means all taxes, levies, imposts, stamp taxes, duties, fees, deductions, withholdings, charges, compulsory loans or restrictions or conditions resulting in a charge which are imposed, levied, collected, withheld or assessed by any country or political subdivision or taxing authority thereof now or at any time in the future, together with interest thereon and penalties, charges or

other amounts with respect thereto, if any, and “Tax” and “Taxation” shall be construed accordingly.

“**Term CORRA**” means, for any calculation with respect to a Term CORRA Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “**Periodic Term CORRA Determination Day**”) that is two Banking Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and a Cdn. Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Banking Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Banking Day is not more than three Banking Days prior to such Periodic Term CORRA Determination Day; provided, further, that, if the Interest Period with respect to the applicable Term CORRA Loan is a Non Standard Term CORRA Interest Period, then Term CORRA shall be the applicable CORRA Interpolated Rate.

“**Term CORRA Adjustment**” means a percentage equal to (a) [*Rate redacted*]% per annum for an Interest Period of one-month and (b) [*Rate redacted*]% per annum for an Interest Period of three-months.

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

“**Term CORRA Loan**” means an Advance that bears interest at the Adjusted Term CORRA.

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

“**Term Facility**” means the non-revolving credit facility in the maximum principal amount of Cdn.\$134,300,000 to be made available to the Borrower by the Term Facility Lenders in accordance with the provisions hereof, subject to any reduction in accordance with the provisions hereof.

“**Term Facility Commitment**” means the commitment by each Syndicated Facility Lender under the Syndicated Facility to provide up to the amount of Canadian Dollars set forth opposite its name in Schedule A annexed hereto, subject to any reduction in accordance with the provisions hereof.

“**Term Facility Extending Lender**” has the meaning set out in Section 2.24(3).

“**Term Facility Extension Request**” has the meaning set out in Section 2.24(1).

“**Term Facility Installments**” has the meaning set out in Section 2.15(3).

“**Term Facility Lender**” means each Lender identified as such on Schedule A annexed hereto.

“Term Facility Maturity Date” means, in respect of the Obligations outstanding to a given Term Facility Lender, June 11, 2029 or such later date to which the same may be extended from time to time with respect to a given Term Facility Lender in accordance with Section 2.23.

“Term Facility Non-Extending Lender” has the meaning set out in Section 2.24(3).

“Term Facility Notice of Non-Extension” has the meaning set out in Section 2.24(3).

“Term Facility Requested Lenders” has the meaning set out in Section 2.24(1).

“Term SOFR” means, for any calculation with respect to a SOFR Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the **“Periodic Term SOFR Determination Day”**) that is two (2) U.S. Government Securities Business Days prior to (a) in the case of SOFR Loans, the first day of such applicable Interest Period or (b) with respect to the U.S. Base Rate, such day of determination of the U.S. Base Rate, in each case, as such rate is published by the Term SOFR Administrator; provided, however, that, if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day, the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day; provided, that, if the Interest Period with respect to the applicable SOFR Loan is a Non Standard SOFR Interest Period, then Term SOFR shall be the applicable Term SOFR Interpolated Rate.

“Term SOFR Adjustment” means a rate per annum equal to *[Rate redacted]*% (*[Rate redacted]* basis points) for one-month, *[Rate redacted]*% (*[Rate redacted]* basis points) for three-months, and *[Rate redacted]*% (*[Rate redacted]* basis points) for six-months.

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

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

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

“Termination Event” means an automatic early termination of obligations relating to a Lender Financial Instrument under any agreement relating thereto without any notice being required from a Lender.

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

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

“Unadjusted Benchmark Replacement” means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

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

“Unencumbered Cash” means all unencumbered and unrestricted cash of the Borrower and the other Loan Parties (which, for certainty, shall not include any cash subject to a Security Interest other than pursuant to the Security) on deposit or invested with (a) in respect of account in Canada, a Lender and (b) in respect of accounts outside of Canada, an Acceptable Bank and which, for certainty, is subject to the Security and perfected to the satisfaction of the Agent.

“Unfinanced Capital Expenditures” means, in respect of any applicable period, Capital Expenditures made or incurred during such period which were not financed (in whole or in part) by any of (a) the Credit Facilities, (b) other Permitted Debt or (c) the proceeds of the issuance of any Ownership Interests.

“Unfinanced Contingent Payments” means, in respect of any applicable period, Contingent Payments made during such period which were not financed (in whole or in part) by (a) Permitted Debt or (b) the proceeds of the issuance of any Ownership Interests.

“United States Dollars” and **“U.S.\$”** means the lawful money of the United States of America.

“U.S. Base Rate” means, for any day, the greatest of:

- (a) the rate of interest per annum established from time to time by the Agent or the Operating Lender, as applicable, as the reference rate of interest for the determination of interest rates that the Agent or the Operating Lender, as applicable, will charge to customers of varying degrees of creditworthiness in Canada for United States Dollar demand loans in Canada;

- (b) the rate of interest per annum for such day or, if such day is not a Banking Day, on the immediately preceding Banking Day, equal to the sum of the Federal Funds Rate (expressed for such purpose as a yearly rate per annum in accordance with Section 5.2), plus *[Rate redacted]*% per annum; and
- (c) the sum of (i) Term SOFR for a one-month tenor in effect on such day plus (ii) *[Rate redacted]*% per annum,

provided that if the U.S. Base Rate is being used as an alternative rate of interest pursuant to Sections 12.1 and 12.2(e) then the U.S. Base Rate shall be the greater of subparagraphs (a) and (b) above and shall be determined without reference to subparagraph (c) above, provided that if U.S. Base Rate as determined above shall ever be less than the Floor, then U.S. Base Rate shall be deemed to be the Floor.

“U.S. Base Rate Loan” means an Advance in, or Conversion into, United States Dollars made by the Lenders (or any one of them) to the Borrower with respect to which the Borrower has specified or a provision hereof requires that interest is to be calculated by reference to the U.S. Base Rate.

“U.S. Code” means the U.S. Internal Revenue Code of 1986, as amended from time to time.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“Voting Shares” means capital stock of any class of any corporation which carries voting rights to elect the board of directors thereof under any circumstances, provided that, for purposes hereof, shares which carry the right to so vote conditionally upon the happening of an event shall not be considered Voting Shares until the occurrence of such event.

“Wholly-Owned Subsidiary” means, with respect to any person (“X”):

- (a) a corporation, all of the issued and outstanding shares in the capital of which are beneficially held by:
 - (i) X;
 - (ii) X and one or more corporations, all of the issued and outstanding shares in the capital of which are held by X; or
 - (iii) two or more corporations, all of the issued and outstanding shares in the capital of which are held by X;
- (b) a corporation which is a Wholly-Owned Subsidiary of a corporation that is a Wholly-Owned Subsidiary of X; or
- (c) a partnership, all of the partners of which are X and/or Wholly-Owned Subsidiaries of X,

provided that unless otherwise expressly provided or the context otherwise requires, references herein to “Wholly-Owned Subsidiary” or “Wholly-Owned Subsidiaries” shall be and shall be deemed to be references to Wholly-Owned Subsidiaries of Parent.

“Write-Down and Conversion Powers” means:

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

1.2 Headings; Articles and Sections

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Number; persons; including; successors

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa and words and terms denoting inclusiveness (such as “include” or “includes” or “including”), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them. References herein to any person shall, unless the context otherwise requires, include such person’s successors and permitted assigns.

1.4 Accounting Principles

- (1) Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be to the recommendations at the relevant time of the Chartered Professional Accountants of Canada, or any successor institute (including, for certainty, IFRS), applicable on a consolidated basis, as at the date on which such calculation is made or required to be made in accordance with generally accepted accounting principles. Unless otherwise

provided herein, including pursuant to subparagraph (5) below, all financial terms used in this Agreement shall be determined in accordance with generally accepted accounting principles; provided that if there occurs a material change in generally accepted accounting principles, including changes to the IFRS to the extent required by the Canadian Accounting Standards Board and applicable to the Parent and such change would require disclosure in the financial statements and would cause an amount required to be determined for the purpose of the definition of Applicable Pricing Rate, one or more of the covenants set forth in Section 9.3 or any other covenant set forth herein (each of which shall be deemed included within the term “Financial Covenants” and each, a “Financial Covenant” for the purpose of this section 1.4) to be materially different than the amount that will be determined without giving effect to such change, the Borrower shall notify the Agent of such change (an “**Accounting Change**”). Such notice (an “**Accounting Change Notice**”) shall describe the nature of the Accounting Change, its effect on the current and immediately prior year’s Financial Statements of the Parent and the Borrower in accordance with generally accepted accounting principles and state whether the Parent and the Borrower desire to revise the method of calculating one or more of the Financial Covenants (including the revision of any of the defined terms used in the determination of any such Financial Covenant), in order that amounts determined after giving effect to such Accounting Change and the revised method of calculating such Financial Covenant will approximate the amount that would be determined without giving effect to such Accounting Change and without giving effect to the revised method of calculating such Financial Covenant. The Accounting Change Notice shall be delivered to the Agent within 60 days of the end of the Fiscal Quarter in which the Accounting Change is implemented or, if such Accounting Change is implemented in the fourth Fiscal Quarter or in respect of an entire Fiscal Year, within 90 days of the end of such period.

- (2) If, pursuant to the Accounting Change Notice, the Borrower does not indicate that it desires to revise the method of calculating a Financial Covenant, the Agent may within 30 days of its receipt of the Accounting Change Notice notify the Borrower that it wishes to revise the method of calculating a Financial Covenant in the manner described above.
- (3) If either the Borrower or the Agent so indicates that they wish to revise the method of calculating a Financial Covenant, the Borrower and the Agent shall in good faith attempt to agree on a revised method of calculating such Financial Covenant. If, however, within 60 days of the foregoing notice by the Borrower or the Agent of the desire to revise the method of calculating such Financial Covenant, the Borrower and the Agent, with the consent of the Majority of the Lenders, have not reached agreement in writing on such revised method of calculation, such method of calculation shall not be revised and all amounts to be determined pursuant to such Financial Covenant shall be determined without giving effect to such Accounting Change. For greater certainty, if no notice of a desire to revise the method of calculating a Financial Covenant in respect of an Accounting Change is given by either the Borrower or the Agent within the applicable time period described above, the method of calculating such Financial Covenant shall not be

revised in response to such Accounting Change and all amounts to be determined pursuant to such Financial Covenant shall be determined after giving effect to such Accounting Change.

- (4) If a Compliance Certificate is delivered in respect of a Fiscal Quarter or Fiscal Year in which an Accounting Change is implemented without giving effect to any revised method of calculating a Financial Covenant, and subsequently, as provided above, the method of calculating such Financial Covenant is revised in response to such Accounting Change, or the amounts to be determined pursuant to such Financial Covenant are to be determined without giving effect to such Accounting Change, the Parent and the Borrower shall deliver a revised Compliance Certificate. Any Event of Default arising as a result of the Accounting Change and which is cured by this Section 1.4 shall be deemed to be void *ab initio*.
- (5) In regards to the IFRS 16 rules with respect to the accounting treatment of leases in effect, the provisions of this Agreement of a financial or accounting nature (including, ratios, tests and definitions) will be construed and applied without taking into account such new IFRS 16 rules as if the changes in generally accepted accounting principles resulting from the new IFRS 16 rules had not occurred.

1.5 **References to Agreements and Enactments**

Reference herein to any agreement, instrument, licence or other document shall be deemed to include reference to such agreement, instrument, licence or other document as the same may from time to time be amended, modified, supplemented or restated in accordance with the provisions of this Agreement if and to the extent such provisions are applicable; and reference herein to any enactment shall be deemed to include reference to such enactment as re-enacted, amended or extended from time to time and to any successor enactment.

1.6 **Per Annum Calculations**

Unless otherwise expressly provided for herein, wherever in this Agreement reference is made to a rate “per annum” or a similar expression is used, such rate is expressed on the basis of, and shall be calculated on the basis of a year of 365 days.

1.7 **Schedules**

The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Schedule A	-	Lenders and Commitments
Schedule B	-	Assignment Agreement
Schedule C	-	Compliance Certificate
Schedule D	-	Conversion Notice
Schedule E	-	Drawdown Notice
Schedule F	-	Repayment Notice
Schedule G	-	Rollover Notice
Schedules H-1 to H-8	-	Security

Schedule I	-	Canadian Pension Plans
Schedule J	-	Real Property
Schedule K	-	Material Contracts
Schedule L	-	Deposit Accounts.

1.8 **Rates**

The Agent and the Operating Lender do not warrant or accept responsibility for, and shall not have any liability with respect to (a) the continuation of, administration of, submission of, calculation of or any other matter related to the Benchmark, the Canadian Prime Rate, Term CORRA, Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Daily Compounded CORRA or any Cdn. Benchmark, any component definition thereof or rates referred to in the definition thereof, or any alternative, successor or replacement rate thereto (including any Benchmark Replacement or Cdn. Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement or any Cdn. Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Benchmark, the Canadian Prime Rate, Term CORRA, Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Daily Compounded CORRA or any other Benchmark or Cdn. Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes or Cdn. Benchmark Conforming Changes. The Agent, the Operating Lender and their affiliates or other related entities may engage in transactions that affect the calculation of the Benchmark, the Canadian Prime Rate, Term CORRA, Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Daily Compounded CORRA, any alternative, successor or replacement rate (including any Benchmark Replacement or Cdn. Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Agent and the Operating Lender may select information sources or services in its reasonable discretion to ascertain the Benchmark, Canadian Prime Rate, Term CORRA, Daily Compounded CORRA, Adjusted Term CORRA, Adjusted Daily Compounded CORRA or any other Benchmark or Cdn. Benchmark, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

1.9 **Quebec Matters**

- (1) For purposes of any assets, liabilities or entities located in the Province of Québec and for all other purposes pursuant to which the interpretation or construction of this Agreement may be subject to the laws of the Province of Québec or a court or tribunal exercising jurisdiction in the Province of Québec, (a) “personal property” shall include “movable property”, (b) “real property” or “real estate” shall include “immovable property”, (c) “tangible property” shall include “corporeal property”, (d) “intangible property” shall include “incorporeal property”, (e) “security interest”, “mortgage” and “lien” shall include a “hypothec”, “right of retention”, “prior claim” and a resolutory clause, (f) all references to “perfection” of or “perfected” liens or security interest shall include a reference to an “opposable” or

“set up” lien or security interest as against third parties, (g) any “right of offset”, “right of set-off” or similar expression shall include a “right of compensation”, (h) an “agent” shall include a “mandatary”, (i) “construction liens” or “statutory liens” shall include “legal hypothecs”, (j) “joint and several” and “jointly and severally” shall include “solidary” and “on a solidary basis”, (k) “gross negligence or willful misconduct” shall be deemed to be “intentional or gross fault”, (l) “beneficial ownership” shall include “ownership on behalf of another as mandatary”, (m) “priority” shall include “prior claim”, (n) “jurisdiction” shall include “province”, (o) “receivables”, “accounts” and “accounts receivable” shall include “claims”, (p) “guarantee”, “guarantor” shall include “suretyship” and “surety”, respectively, (q) “deposit account” or “bank account” shall include a “financial account” (as defined in the Civil Code of Quebec) maintained by a bank and (r) “ordinary course of trade or trading” shall mean “ordinary course of business”. The parties hereto confirm that it is their wish that this Agreement and any other document executed in connection with the transactions contemplated herein be drawn up in the English language only and that all other documents contemplated thereunder or relating thereto, including notices, may also be drawn up in the English language only. *Les parties aux présentes confirment que c’est leur volonté que cette convention et les autres documents de crédit soient rédigés en langue anglaise seulement et que tous les documents, y compris tous avis, envisagés par cette convention et les autres documents peuvent être rédigés en langue anglaise seulement.*

- (2) Without limiting the powers of the Agent pursuant to the terms hereof or of any other Documents, for the purposes of holding any Security Interests granted by the any Loan Party under the laws of the Province of Quebec pursuant to the Security, the Lenders, including on behalf of their respective Affiliates that are Bank Product Providers and Hedging Affiliates, hereby acknowledge that the Agent shall be and act as the hypothecary representative of all present and future Lenders and their Affiliates for all purposes of Article 2692 of the Civil Code of Quebec. Each Lender therefore appoints, to the extent necessary, the Agent as its hypothecary representative to hold the Security Interests created pursuant to such Security in order to secure the obligations secured thereby. Any person that becomes a Lender, each permitted assignee of the Lenders and each Bank Product Provider and Hedging Affiliate, as the case may be, will be deemed to have confirmed the constitution of the Agent as hypothecary representative and to have ratified as of the date it becomes a Lender, Bank Product Provider or Hedging Affiliate, as the case maybe be, all such actions taken by the Agent as hypothecary representative. The Agent accepts to act as hypothecary representative in accordance with the foregoing for all purposes of Article 2692 of the Civil Code of Quebec.

1.10

Guernsey Matters

In this Agreement or any other Document, where it relates to an entity formed under the laws of Guernsey, a reference to:

- (1) a trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator, liquidator or other person with similar powers includes a sheriff; and

- (2) any analogous or comparable step or procedure being taken in connection with insolvency, includes:
 - (a) any step taken in connection with the commencement of proceedings towards the making of a declaration that the affairs of the entity are en désastre (or the making of such a declaration);
 - (b) any step taken in connection with the commencement of proceedings towards the making of an application for a preliminary vesting order in saisie proceedings in Guernsey in respect of any realty of the entity (or the making of such a preliminary vesting order); and
 - (c) a person being unable to pay its debts as they fall due includes that person being “unable to pay its debts” for the purpose of section 407 of the Companies (Guernsey) Law, 2008, as amended.

1.11 Scottish Matters

In this Agreement and each other Document, where it relates to an entity incorporated or formed or having its centre of main interests in Scotland or assets, rights or interests located in Scotland or otherwise governed by Scots law, a reference to:

- (a) “**assigns**” and “**assignments**” include without limitation, assignees and assignations, respectively;
- (b) “**forfeiture**” includes irritancy under Scots law;
- (c) “**judgment**” and “**distress**” include, without limitation, decree and diligence, respectively;
- (d) a “**mortgage**” shall include a standard security where it refers to heritable property or a long leasehold interest in Scotland;
- (e) “**premium**” shall include, without limitation, a premium or other financial incentive;
- (f) a “**receiver**”, “administrative receiver” or other similar person includes, without limitation, a Scottish receiver with the powers conferred under Schedule 2 to the Insolvency Act 1986;
- (g) “**set-off**” includes retention, compensation and balancing of accounts in insolvency;
- (h) “**stay**” or “**stayed**” means sist or sisted;
- (i) “**surety**” shall include, without limitation, guarantee or guarantor;

- (j) “**surrender**” shall include, without limitation, a renunciation where it relates to an interest held under a lease; and
- (k) “**transfer**” shall include, without limitation:
 - (i) dispose when expressed as a verb and where it relates to heritable property in Scotland;
 - (ii) disposition when expressed as a noun and where it relates to heritable property in Scotland;
 - (iii) assign when expressed as a verb and where it relates to a leasehold interest; and
 - (iv) assignation when expressed as a noun and where it relates to a leasehold interest.

1.12 Amendment and Restatement

- (1) On the Closing Date:
 - (a) the Existing Credit Agreement shall be and is hereby amended and restated in the form of this Agreement;
 - (b) the Loans, including for certainty, Letters of Credit (as such terms are defined in the Existing Credit Agreement) and other amounts outstanding under the Existing Credit Agreement prior to the date hereof shall continue to be outstanding under this Agreement and shall be deemed to be Loans and other Obligations owing by the Borrower to the Lenders under this Agreement;
 - (c) the Lenders hereby agree to take all steps and actions and execute and deliver all agreements, instruments and other documents as may be required by the Agent (including the assignment of interests in, or the purchase of participations in, such Loans) to give effect to the provisions of Section 1.12(1)(b) and to ensure that the aggregate Obligations owing to each Lender are outstanding in proportion to each Lender’s Rateable Portion of all outstanding Obligations after giving effect to the foregoing; and
- (2) Notwithstanding the foregoing or any other term hereof, all of the covenants, representations and warranties on the part of the Borrower under the Existing Credit Agreement and all of the claims and causes of action arising against the Borrower in connection therewith, in respect of all matters, events, circumstances and obligations arising or existing prior to the date hereof shall continue, survive and shall not be merged in the execution of this Agreement or any other Documents or any advance or provision of any Loan hereunder.

- (3) References herein to the “date hereof” or similar expression shall be and shall be deemed to be the date of the satisfaction of the conditions precedent set out in Section 3.2 hereof, being June 11, 2025.

1.13 Canadian Western Bank

On March 1, 2025, National Bank of Canada and Canadian Western Bank amalgamated pursuant to applicable law (the “NBC/CWB Amalgamation”) and henceforth have continued to operate as a single entity under the name “National Bank of Canada” in English and “Banque Nationale du Canada” in French. Each of the parties hereto acknowledges that pursuant to the NBC/CWB Amalgamation all rights, powers, privileges, duties and obligations under the Existing Credit Agreement and the other Documents vested in Canadian Western Bank (acting in any capacity) have, pursuant to the NBC/CWB Amalgamation, been vested in and assumed by National Bank of Canada, as successor by amalgamation to Canadian Western Bank.

ARTICLE 2 THE CREDIT FACILITIES

2.1 The Credit Facilities

Subject to the terms and conditions hereof, each of the Lenders under a Credit Facility shall make available to the Borrower such Lender’s Rateable Portion of such Credit Facility. Subject to Section 2.17, the Outstanding Principal under a given Credit Facility shall not exceed the maximum principal amount of such Credit Facility.

2.2 Types of Availments; Overdraft Loans

- (1) The Borrower may, in Canadian Dollars, make Drawdowns, Conversions and Rollovers under the Syndicated Facility and Term Facility of Canadian Prime Rate Loans and CORRA Loans and may, in United States Dollars, make Drawdowns, Conversions and Rollovers under the Syndicated Facility of U.S. Base Rate Loans and SOFR Loans.
- (2) In addition, the Borrower may make Drawdowns and Rollovers under the Operating Facility and the Syndicated Facility of Letters of Credit denominated in Canadian Dollars, United States Dollars or GBP; provided that the aggregate Outstanding Principal of Letters of Credit outstanding under the Operating Facility and the Syndicated Facility shall not exceed Cdn.\$12,500,000 (or the Equivalent Amount thereof).
- (3) The Borrower shall have the option, subject to the terms and conditions hereof, to determine which types of Loans under the Credit Facilities shall be drawn down and in which combinations or proportions.
- (4) In addition to the foregoing, overdrafts arising from clearance of cheques or drafts drawn on the Canadian Dollar accounts and the U.S. Dollar accounts of the Borrower maintained with the Operating Lender and designated by the Operating Lender for such purpose and deemed conversions of Letters of Credit pursuant to Section 6.6, shall be deemed to be outstanding as Canadian Prime Rate Loans and

U.S. Base Rate Loans, as applicable under the Operating Facility (each, an “**Overdraft Loan**”), and all references to Canadian Prime Rate Loans and U.S. Base Rate Loans shall include Overdraft Loans. For certainty, notwithstanding Section 2.6 or Section 2.14, no Drawdown Notice or Repayment Notice need be delivered by the Borrower in respect of Overdraft Loans.

2.3

Purpose

- (1) The Syndicated Facility is being made available for general corporate purposes of the Borrower including, without limitation, Capital Expenditures, financing of Permitted Acquisitions including related transaction fees (which, for certainty, shall include transaction fees in connection with Project Stellar).
- (2) The Operating Facility is being made available for the general corporate purposes of the Borrower.
- (3) The Term Facility is being made available to partially finance Project Stellar including related transaction fees including the repayment of any existing indebtedness of the Project Stellar Target and the Project Stellar Subsidiaries provided that up to Cdn.\$9,000,000 of the Term Facility may be used by the Borrower for working capital investments in the Project Stellar Target and the Project Stellar Subsidiaries.

2.4

Availability and Nature of the Credit Facilities

- (1) Subject to the terms and conditions hereof, the Borrower may make Drawdowns under the Syndicated Facility prior to the Syndicated Facility Maturity Date.
- (2) Prior to the Syndicated Facility Maturity Date, the Syndicated Facility shall be a revolving credit facility: that is, the Borrower may increase or decrease Loans under the Syndicated Facility by making Drawdowns, repayments and further Drawdowns.
- (3) Subject to the terms and conditions hereof, the Operating Facility is available to the Borrower by way of Overdraft Loans and Letters of Credit prior to the Operating Facility Maturity Date.
- (4) Prior to the Operating Facility Maturity Date, the Operating Facility shall be a revolving credit facility: that is, the Borrower may increase or decrease Loans under the Operating Facility by making Drawdowns, repayments and further Drawdowns.
- (5) Subject to the terms and conditions hereof, the Borrower may make a single Drawdown under the Term Facility of Canadian Prime Rate Loans on the date that all conditions precedent set forth in Section 3.2 are satisfied or waived. After the sole Drawdown under the Term Facility on the date all conditions precedent set forth in Section 3.2 are satisfied or waived, the unutilized portion of the Term Facility, if any, shall be cancelled.

- (6) The Term Facility shall be non-revolving, that is, the amounts of any Loans under the Term Facility which are thereafter repaid may not be re-borrowed or utilized again and the Borrower shall not be entitled to make further Drawdowns in respect of such amounts.
- (7) For certainty, in no event shall a Lender be required to fund, participate in, or otherwise provide any portion of a Loan which has a maturity or expiry date, or which has an Interest Period which will expire, after the Maturity Date applicable to such Credit Facility. In no event shall the Borrower request, or be entitled to obtain, a Loan which has a maturity or expiry date, or which has an Interest Period which will expire, after the earliest Maturity Date then applicable to a Lender for such Credit Facility.

2.5 Minimum Drawdowns

Each Drawdown under the Syndicated Facility and, if applicable, the Term Facility of the following types of Loans, as applicable, shall be in the following amounts indicated:

- (a) CORRA Loans in minimum aggregate amounts of Cdn.\$1,000,000 and Drawdowns in excess thereof in integral multiples of Cdn.\$100,000;
- (b) SOFR Loans in minimum principal amounts of U.S.\$1,000,000 and Drawdowns in excess thereof in integral multiples of U.S.\$100,000;
- (c) Canadian Prime Rate Loans in minimum principal amounts of Cdn.\$500,000 and Drawdowns in excess thereof in integral multiples of Cdn.\$100,000; and
- (d) U.S. Base Rate Loans in minimum principal amounts of U.S.\$500,000 and Drawdowns in excess thereof in integral multiples of U.S.\$100,000.

2.6 Notice Periods for Drawdowns, Conversions and Rollovers

- (1) Subject to the provisions hereof, the Borrower may request a Drawdown, Conversion or Rollover under the Syndicated Facility or Term Facility by delivering a Drawdown Notice, Conversion Notice or Rollover Notice, as the case may be (executed in accordance with the definition of Officer's Certificate), with respect to a specified type of Loan to the Agent not later than:
 - (a) 10:00 a.m. (Calgary time) three Banking Days prior to the proposed Drawdown Date, Conversion Date or Rollover Date, as the case may be, for the Drawdown of, Conversion into or the Rollover of SOFR Loans or CORRA Loans; and
 - (b) 10:00 a.m. (Calgary time) one Banking Day prior to the proposed Drawdown Date or Conversion Date, as the case may be, for Drawdowns of or Conversions into Canadian Prime Rate Loans and/or U.S. Base Rate Loans.
- (2) Subject to the provisions hereof, and in addition to the foregoing with respect to the Syndicated Facility, the Borrower may request a Drawdown or Rollover of Letters

of Credit under the Operating Facility or Syndicated Facility by delivering a Drawdown Notice or Rollover Notice, as the case may be (executed in accordance with the definition of Officer's Certificate), to the Operating Lender or the Agent, as applicable, not later than 10:00 a.m. (Calgary time) three Banking Days prior to the proposed Drawdown Date or Rollover Date, as the case may be.

2.7 Conversion Option

Subject to the provisions of this Agreement and except for Letters of Credit, the Borrower may convert the whole or any part of any type of Loan under the Syndicated Facility or Term Facility into any other type of permitted Loan under the same Credit Facility by giving the Agent a Conversion Notice in accordance herewith; provided that:

- (a) Conversions of SOFR Loans and CORRA Loans may only be made on the last day of the Interest Period applicable thereto;
- (b) the Borrower may not convert a portion only or the whole of an outstanding Loan unless both the unconverted portion and converted portion of such Loan are equal to or exceed, in the relevant currency of each such portion, the minimum amounts required for Drawdowns of Loans of the same type as that portion (as set forth in Section 2.5);
- (c) in respect of Conversions of a Loan denominated in one currency to a Loan denominated in another currency, the Borrower shall at the time of the Conversion repay the Loan or portion thereof being converted in the currency in which it was denominated; and
- (d) a Conversion shall not result in an increase in Outstanding Principal and, for greater certainty, increases in Outstanding Principal may only be effected by Drawdowns.

2.8 Benchmark Loan Rollovers; Selection of Benchmark Loan Interest Periods

- (1) At or before 10:00 a.m. (Calgary time) three Banking Days prior to the expiration of each Interest Period of each SOFR Loan, the Borrower shall, unless it has delivered a Conversion Notice pursuant to Section 2.7 and/or a Repayment Notice pursuant to Section 2.14 (together with a Rollover Notice if a portion only is to be converted or repaid; provided that a portion of a SOFR Loan may be converted or rolled over only if the portion which is to remain outstanding is equal to or exceeds the minimum amount required hereunder for Drawdowns of SOFR Loans) with respect to the aggregate amount of such Loan, deliver a Rollover Notice to the Agent selecting the next Interest Period applicable to the SOFR Loan, which new Interest Period shall commence on and include the last day of such prior Interest Period. If the Borrower fails to deliver a Rollover Notice to the Agent as provided in this Section 2.8(1), the Borrower shall be deemed to have given a Conversion Notice to the Agent electing to convert the entire amount of the maturing SOFR Loan into a U.S. Base Rate Loan under the applicable Credit Facility.

- (2) At or before 10:00 a.m. (Calgary time) three Banking Days prior to the expiration of each Interest Period of each CORRA Loan, the Borrower shall, unless it has delivered a Conversion Notice pursuant to Section 2.7 and/or a Repayment Notice pursuant to Section 2.14 (together with a Rollover Notice if a portion only is to be converted or repaid; provided that a portion of a CORRA Loan may be converted or rolled over only if the portion which is to remain outstanding is equal to or exceeds the minimum amount required hereunder for Drawdowns of CORRA Loan) with respect to the aggregate amount of such Loan, deliver a Rollover Notice to the selecting the next Interest Period applicable to the CORRA Loan, which new Interest Period shall commence on and include the last day of such prior Interest Period. If the Borrower fails to deliver a Rollover Notice to the Agent as provided in this Section 2.8(2), the Borrower shall be deemed to have given a Conversion Notice to the Agent electing to convert the entire amount of the maturing CORRA Loan into a Canadian Prime Rate Loan under the applicable Credit Facility.

2.9 Rollovers and Conversions not Repayments

Any amount converted shall be a Loan of the type converted to upon such Conversion taking place, and any amount rolled over shall continue to be the same type of Loan under the same Credit Facility as before the Rollover, but such Conversion or Rollover (to the extent of the amount converted or rolled over) shall not of itself constitute a repayment or a fresh utilization of any part of the amount available under the relevant Credit Facility.

2.10 Agent's Obligations with Respect to Canadian Prime Rate Loans, U.S. Base Rate Loans, CORRA Loans and SOFR Loans

Upon receipt by the Agent of a Drawdown Notice, Rollover Notice or Conversion Notice with respect to a Canadian Prime Rate Loan, U.S. Base Rate Loan, CORRA Loan or SOFR Loan, the Agent shall forthwith notify the relevant Lenders of the requested type of Loan, the proposed Drawdown Date, Rollover Date or Conversion Date, each Lender's Rateable Portion of such Loan and, if applicable, the account of the Borrower with the Agent to which each Lender's Rateable Portion is to be credited, or as otherwise instructed by the Agent, to which each Lender's Rateable Portion is to be credited.

2.11 Lenders' and Agent's Obligations with Respect to Canadian Prime Rate Loans, U.S. Base Rate Loans, CORRA Loans and SOFR Loans

The applicable Lenders shall, for same day value prior to 10:00 a.m. (Calgary time) on the Drawdown Date specified by the Borrower in a Drawdown Notice with respect to a Canadian Prime Rate Loan, a U.S. Base Rate Loan, a CORRA Loan and a SOFR Loan under the Syndicated Facility or Term Facility, credit the Agent's Account specified in the Agent's notice given under Section 2.10 with such Lender's Rateable Portion of the requested Loan and for same day value on the same date the Agent shall, to the extent such funds have been received by the Agent, pay to the Borrower the full amount of the amounts so credited in accordance with any payment instructions set forth in the applicable Drawdown Notice.

2.12 Irrevocability

A Drawdown Notice, Rollover Notice, Conversion Notice or Repayment Notice given by the Borrower hereunder shall be irrevocable and, subject to any options the Lenders may have hereunder in regard thereto and the Borrower's rights hereunder in regard thereto, shall oblige the Borrower to take the action contemplated on the date specified therein.

2.13 Optional Cancellation or Reduction of Credit Facilities

The Borrower may, at any time, upon giving at least 5 Banking Days prior written notice to, in respect of a cancellation or reduction of the Syndicated Facility or the Term Facility, the Agent or, in respect of a cancellation or reduction of the Operating Facility, the Operating Lender and the Agent, cancel in full or, from time to time, permanently reduce in part the unutilized portion of a Credit Facility; provided, however, that any such reduction shall be in a minimum amount of Cdn.\$3,000,000 and reductions in excess thereof shall be in integral multiples of Cdn.\$1,000,000. If a Credit Facility is so reduced, the Commitments of each of the Lenders under such Credit Facility shall be reduced *pro rata* in the same proportion that the amount of the reduction in such Credit Facility bears to the amount of such Credit Facility in effect immediately prior to such reduction.

2.14 Optional Repayment of Credit Facilities

The Borrower may at any time and from time to time repay, without penalty, to the Agent for the account of the applicable Lenders, or, in connection with the Operating Facility, the Operating Lender, or, in the case of Letters of Credit, return the same to the Fronting Lender or the Operating Lender, as applicable, for cancellation or provide for the funding of, the whole or any part of any Loan owing by it together with accrued interest thereon to the date of such repayment provided that:

- (a) other than in the case of Overdraft Loans, the Borrower shall give a Repayment Notice (executed in accordance with the definition of Officer's Certificate) to the Agent or the Operating Lender, as applicable, prior to the date of the proposed repayment not later than the time by which prior notice would be required to be given under Section 2.6 for a Drawdown of the type of Loan proposed to be repaid;
- (b) repayments pursuant to this Section may only be made on a Banking Day;
- (c) subject to the following provisions and Section 2.16, each such repayment may only be made on the last day of the applicable Interest Period with regard to a SOFR Loan and a CORRA Loan that is being repaid;
- (d) obligations in respect of unexpired Letters of Credit may only be satisfied by the return thereof to the Operating Lender or the Fronting Lender, as applicable, for cancellation in accordance with the requirement of the Operating Lender or Fronting Lender, as applicable, or providing funding therefor in accordance with Section 2.16(2);

- (e) except in respect of Overdraft Loans, each such repayment shall be in a minimum amount of the lesser of: (i) the minimum amount required pursuant to Section 2.5 for Drawdowns of the type of Loan proposed to be repaid, if applicable, and (ii) the Outstanding Principal of all Loans outstanding under the Credit Facilities immediately prior to such repayment; if applicable, any repayment in excess of such amount shall be in integral multiples of the amounts required pursuant to Section 2.5 for multiples in excess of the minimum amounts for Drawdowns; and
- (f) with respect to SOFR Loans and CORRA Loans, the Borrower may not repay a portion only of an outstanding Loan unless the unpaid portion is equal to or exceeds, in the relevant currency, the minimum amount required pursuant to Section 2.5 for Drawdowns of the type of Loan proposed to be repaid.

2.15

Mandatory Repayment and Reduction of Credit Facilities

- (1) Subject to Section 11.2 and Article 7, the Borrower shall repay or pay, as the case may be, to the Agent, on behalf of the applicable Lenders, or, in connection with the Operating Facility, to the Operating Lender, all Loans and other Obligations outstanding under each Credit Facility on or before the Maturity Date applicable to each Credit Facility and applicable to each Lender.
- (2) In addition to and without limiting the provisions of Sections 2.15(1), the Borrower shall or shall cause each of the following to be paid to the Agent, on behalf of the Lenders, or, in the case of the Operating Facility, the Operating Lender, in repayment of Outstanding Principal under the Credit Facilities and payment of the other outstanding Obligations:
 - (a) within 180 days after the receipt thereof by the a Loan Party, the net proceeds from the disposition of any assets or property sold, leased, transferred or otherwise disposed of by a Loan Party (other than proceeds received in respect of any Permitted Disposition permitted in subparagraphs (a) through (h) of the definition thereof) if such proceeds are, in aggregate, in any Fiscal Year, in excess of [*Threshold redacted*]% of Consolidated Net Tangible Assets (or the Equivalent Amount thereof) and if such proceeds were not reinvested in the business and operations of the Borrower and the Material Subsidiaries within 180 days prior to or after receipt thereof; and
 - (b) within 180 days after the receipt thereof by a Loan Party of any insurance payment or proceeds, in aggregate, in any rolling 12 month period, in excess of Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) in respect of any property or business interruption insurance if such proceeds were not reinvested in the business and operations of the Borrower and the Material Subsidiaries or used in the repair or replacement of the lost or damaged property in respect of which such insurance proceeds were paid within 180 days prior to or after receipt thereof.

- (3) In addition to and without limiting the provisions of Section 2.15(1) or 2.15(2), the Borrower shall repay to the Agent, on behalf of the Term Facility Lenders:
- (a) commencing on the last Banking Day of the first full Fiscal Quarter after the Drawdown under the Term Facility;
 - (i) for each Fiscal Quarter in the first year following such Drawdown, an amount equal to 1.25% of the Outstanding Principal under the Term Facility on the date of the Drawdown under the Term Facility;
 - (ii) for each Fiscal Quarter in the second year following such Drawdown, an amount equal to 1.875% of the Outstanding Principal under the Term Facility on the date of the Drawdown under the Term Facility;
 - (iii) for each Fiscal Quarter in the third year following such Drawdown, an amount equal to 1.875% of the Outstanding Principal under the Term Facility on the date of the Drawdown under the Term Facility; and
 - (iv) for each Fiscal Quarter in the fourth year following such Drawdown, an amount equal to 2.50% of the Outstanding Principal under the Term Facility on the date of the Drawdown,

in each case along with the payment of all accrued and unpaid interest on the amount of such repayment (such repayments, collectively the “**Term Facility Installments**”); and
 - (b) the balance of the Outstanding Principal under the Term Facility on the Term Facility Maturity Date.
- (4) Any optional repayment pursuant to Section 2.14 or mandatory repayment pursuant to Section 2.15(2) shall be applied, firstly, to the Outstanding Principal under the Term Facility (applied to the Term Facility Installments in inverse order of maturity), secondly, to the Outstanding Principal under the Syndicated Facility and Operating Facility, *pro rata*, and, lastly, to the other outstanding Obligations.
- (5) The Borrower shall comply with the provisions of Sections 2.14 and 2.16 with respect to each repayment required pursuant to Section 2.15(2) and Section 2.15(3) and the provisions of Sections 2.14 and 2.16 shall apply thereto, *mutatis mutandis*, including (for certainty) the obligation of the Borrower to make payments pursuant to Section 2.16 in respect of the repayment of any SOFR Loan or CORRA Loan on other than the last day of the applicable Interest Period.
- (6) In respect of the Syndicated Facility and the Operating Facility, any optional repayment pursuant to Section 2.14 or mandatory repayment pursuant to Section 2.15(2) shall not result in a decrease in Commitments.

2.16**Additional Repayment Terms**

- (1) If the Borrower shall (a) repay or prepay any SOFR Loan or CORRA Loan on any day other than the last day of the Interest Period for such SOFR Loan or CORRA Loan (whether an optional prepayment or a mandatory prepayment), (b) fail to borrow any SOFR Loan or CORRA Loan in accordance with a Drawdown Notice delivered to the Agent (whether as a result of the failure to satisfy any applicable conditions or otherwise), (c) fail to convert any Loan into a SOFR Loan or a CORRA Loan in accordance with a Conversion Notice delivered to the Agent (whether as a result of the failure to satisfy any applicable conditions or otherwise), (d) fail to make any prepayment in accordance with any notice of prepayment delivered to the Agent or the Operating Lender, as applicable, (e) fail to pay when due the principal amount of or interest on any SOFR Loan or CORRA Loan or (f) convert a SOFR Loan or CORRA Loan on a day other than on the last day of an Interest Period, then the Borrower shall with regard to any SOFR Loan or CORRA Loan, within three Banking Day after demand by the Agent, the Operating Lender or any other Lender, pay any reasonable costs, expenses, losses, liabilities and fees charged by the Agent or such other Lender as a result of such failure, together with accrued interest on such SOFR Loan or CORRA Loan, as applicable, which is repaid or converted prior to the last day of the Interest Period for such SOFR Loan or CORRA Loan, as applicable. Any Lender, upon becoming entitled to be paid such costs, losses, premiums and expenses, shall deliver to the Borrower and the Agent a certificate of such Lender certifying as to such amounts and, in the absence of manifest error, such certificate shall be conclusive and binding for all purposes.
- (2) With respect to the funding of the repayment of unexpired Letters of Credit pursuant to Section 2.14(d) or otherwise hereunder, it is agreed that the Borrower shall provide for the funding in full of the repayment of unexpired Letters of Credit by paying to and depositing with the Operating Lender or the Fronting Lender, as applicable, cash collateral for each such unexpired Letter of Credit equal to the maximum undrawn face amount thereof and any accrued but unpaid fees in connection therewith (including fronting and issuance fees), in each case, in the respective currency which the relevant Letter of Credit is denominated; such cash collateral deposited by the Borrower shall be held by the Operating Lender or the Fronting Lender, as applicable, in an interest bearing cash collateral account with interest to be credited to the Borrower at rates prevailing at the time of deposit for similar accounts with the Operating Lender or the Fronting Lender, as applicable. Such cash collateral accounts shall be assigned to the Operating Lender or the Fronting Lender, as applicable, as security for the obligations of the Borrower in relation to such Letters of Credit and the Security Interest of the Operating Lender or the Fronting Lender, as applicable, thereby created in such cash collateral shall rank in priority to all other Security Interests and adverse claims against such cash collateral. Such cash collateral shall be applied to satisfy the obligations of the Borrower for such Letters of Credit as payments are made thereunder and the Operating Lender and the Fronting Lender, as applicable, are hereby irrevocably directed by the Borrower to so apply any such cash collateral. Amounts held in such cash collateral accounts may not be withdrawn by the Borrower without the

consent of the Operating Lender or the Fronting Lender, as applicable; however, interest on such deposited amounts shall be for the account of the Borrower and may be withdrawn by the Borrower so long as no Default or Event of Default is then continuing. If after expiry of the Letters of Credit for which such funds are held and application by the Operating Lender or the Fronting Lender, as applicable, of the amounts in such cash collateral accounts to satisfy the obligations of the Borrower hereunder with respect to the Letters of Credit being repaid, any excess remains, such excess shall be promptly paid by the Operating Lender or the Fronting Lender, as applicable, to the Borrower so long as no Default or Event of Default is then continuing.

In lieu of providing cash collateral as aforesaid, the Borrower may provide to Operating Lender or the Fronting Lender, as applicable, irrevocable standby letter or letters of credit in an aggregate amount equal to the aggregate maximum undrawn face amount of all unexpired Letters of Credit being repaid and any accrued but unpaid fees (including issuance fees) and for a term which expires not sooner than 10 Banking Days after the expiry of the Letters of Credit in respect of which such letter(s) of credit are provided; such letters of credit shall be denominated and payable in the currency of the relevant unexpired Letters of Credit and shall be issued by a financial institution and on terms and conditions acceptable to each of the Operating Lender or the Fronting Lender, as applicable, each in its sole discretion. The Operating Lender and the Fronting Lender, as applicable, are hereby irrevocably authorized and directed to draw upon such letters of credit and apply the proceeds of the same to satisfy the obligations of the Borrower for such unexpired Letters of Credit as payments are made by the Operating Lender or the Fronting Lender, as applicable, thereunder.

2.17

Currency Excess

- (1) If the Agent or the Operating Lender, as applicable, shall determine that the aggregate Outstanding Principal of the outstanding Loans under a given Credit Facility exceeds the maximum amount of such Credit Facility (the amount of such excess is herein called the “**Currency Excess**”), then, upon written request by the Agent or the Operating Lender, as applicable (which request shall detail the applicable Currency Excess), the Borrower shall repay an amount of Canadian Prime Rate Loans or U.S. Base Rate Loans, as applicable, under such Credit Facility within (a) if the Currency Excess exceeds 5% of the aggregate maximum amount of the Credit Facilities, 5 Banking Days, and (b) in all other cases, 20 Banking Days after receipt of such request, such that, except as otherwise contemplated in Section 2.17(2), the Equivalent Amount in Canadian Dollars of such repayments is, in the aggregate, at least equal to the Currency Excess.
- (2) If, in respect of any Currency Excess, the repayments made by the Borrower have not completely removed such Currency Excess (the remainder thereof being herein called the “**Currency Excess Deficiency**”), the Borrower shall within the aforementioned 5 or 20 Banking Days, as the case may be, after receipt of the aforementioned request of the Agent or the Operating Lender, as applicable, place

an amount equal to the Currency Excess Deficiency on deposit with the Agent or the Operating Lender, as applicable, in an interest bearing account with interest at rates prevailing at the time of deposit for the account of the Borrower to be assigned to the Agent on behalf of the applicable Lenders or the Operating Lender, as applicable, by instrument satisfactory to the Agent or the Operating Lender, as applicable, and, if applicable, to be applied to maturing CORRA Loans or SOFR Loans (converted if necessary at the exchange rate for determining the Equivalent Amount on the date of such application). The Agent and the Operating Lender are hereby irrevocably directed by the Borrower to apply any such sums on deposit to maturing Loans as provided in the preceding sentence. In lieu of providing funds for the Currency Excess Deficiency, as provided in the preceding provisions of this Section, the Borrower may within the said period of 5 or 20 Banking Days, as the case may be, provide to the Agent or the Operating Lender, as applicable, an irrevocable standby letter of credit in an amount equal to the Currency Excess Deficiency and for a term which expires not sooner than 10 Banking Days after the date of maturity or expiry, as the case may be, of the relevant CORRA Loans, SOFR Loans or Letters of Credit, as the case may be; such letter of credit for the Currency Excess Deficiency shall be issued by a financial institution, and shall be on terms and conditions, acceptable to the Agent or the Operating Lender, as applicable, each in its sole discretion. The Agent and the Operating Lender are hereby authorized and directed to draw upon such letter of credit and apply the proceeds of the same to CORRA Loans or SOFR Loans as they mature. Upon the Currency Excess Deficiency being eliminated as aforesaid or by virtue of subsequent changes in the exchange rate for determining the Equivalent Amount, then, provided no Default or Event of Default is then continuing, such funds on deposit, together with interest thereon, or such letters of credit shall be returned to the Borrower, in the case of funds on deposit, or shall be cancelled or reduced in amount, in the case of letters of credit.

2.18 Hedging with Lenders and Hedging Affiliates; Bank Product Providers

- (1) If a Lender or Hedging Affiliate enters into a Financial Instrument with a Loan Party which such Lender or Hedging Affiliate (as the case may be) believes, acting reasonably, in good faith and without any actual notice or knowledge to the contrary, is Permitted Hedging, then each such Lender Financial Instrument and the Lender Financial Instrument Obligations under such Financial Instrument shall be secured by the Security equally and rateably with the Obligations and Bank Product Obligations, regardless of whether the Borrower have complied herewith (but, for certainty, without in any manner lessening or relieving the Borrower from their obligation to comply therewith).
- (2) If a Lender or Bank Product Provider enters into a Bank Product with a Loan Party, then each such Bank Product and the related Bank Product Obligations shall be secured by the Security equally and rateably with the Obligations and Lender Financial Instrument Obligations, regardless of whether the Borrower have complied herewith (but, for certainty, without in any manner lessening or relieving the Borrower from their obligation to comply therewith).

2.19 Replacement of Lenders

- (1) The Borrower shall have the right, at its option, to (1) replace Lenders under the Syndicated Facility and/or Term Facility (by causing them to assign their rights and interests under the Syndicated Facility and/or Term Facility to additional financial institutions which have agreed to become Lenders or by increasing the Commitments of existing Lenders under the Syndicated Facility and/or Term Facility with, in the latter case, the consent of such increasing Lenders, or any combination thereof), (2) repay the Obligations outstanding to certain Lenders under the Syndicated Facility and/or Term Facility and cancelling their Commitments (without corresponding repayment to other Lenders), or (3) any combination of the foregoing, with respect to the following Lenders:
 - (a) Lenders which have claimed Additional Compensation in accordance with the provisions hereof (each, a “**Lender Claiming Additional Compensation**”); and
 - (b) Lenders which have not agreed to a consent under, waiver of or proposed amendment to the provisions of the Documents (each, a “**Dissenting Lender**”) requested by the Borrower; provided that the Borrower shall not be entitled to replace or repay Dissenting Lenders unless, after doing so, the requested consent, waiver or amendment would be approved in accordance with this Agreement;

provided that the addition of new financial institutions as Lenders shall require the consent of the Agent and, in the case of the Syndicated Facility, the Fronting Lender, such consents not to be unreasonably withheld (it being understood that the withholding of consent by the Fronting Lender due to (i) the Fronting Lender’s concern over the credit quality of the proposed assignee or (ii) exposure limits of the Fronting Lender related to the proposed assignee shall, in each case, be deemed to be reasonable).

- (2) In order to give effect to the provisions of Section 2.19(1) (but subject to such provisions), the Borrower may, from time to time:
 - (a) require any Lender Claiming Additional Compensation or any Dissenting Lender to assign all of its rights, benefits and interests under the Documents, its Commitments and its Rateable Portion of all Loans and other Obligations (collectively, the “**Assigned Interests**”) to (a) any other Lenders which have agreed to increase their Commitments and purchase the Assigned Interests, and/or (b) to third party financial institutions selected by the Borrower. The Borrower shall provide the Agent with 10 Banking Days’ prior written notice of its desire to proceed under this Section. The assignment of the Assigned Interests shall be effective upon: (a) execution and delivery of assignment documentation satisfactory to the relevant Lender Claiming Additional Compensation or Dissenting Lender, as the case may be, the assignee, the Borrower and the Agent (each acting reasonably); (b) upon payment to the relevant Dissenting Lender or Lender Claiming Additional Compensation, as the case may be, by the relevant assignee of an amount equal to such Lender’s Rateable Portion of all Loans being assigned and all accrued but unpaid interest and fees hereunder in respect of those

portions of the Loans and Commitments being assigned; (c) upon payment by the relevant assignee to the Agent (for the applicable Agent's own account) of the transfer fee contemplated in Section 15.6; and (d) upon provision satisfactory to the Dissenting Lender or Lender Claiming Additional Compensation, as the case may be, (acting reasonably) being made for (i) in respect of the Syndicated Facility, indemnity in respect of its share of outstanding Letters of Credit and (ii) any costs, losses, premiums or expenses incurred by such Lender by reason of the liquidation or re-deployment of deposits or other funds in respect of SOFR Loans and CORRA Loans outstanding hereunder. Upon such assignment and transfer, the assigning Dissenting Lender or Lender Claiming Additional Compensation, as the case may be, shall have no further right, interest, benefit or obligation in respect of the Assigned Interests and the assignee thereof shall succeed to the position of such Lender as if the same was an original party hereto in the place and stead of Dissenting Lender or Lender Claiming Additional Compensation, as the case may be; for such purpose, the assignee shall execute and deliver an Assignment Agreement and such other documentation as may be reasonably required by the Agent and the Borrower to confirm its agreement to be bound by the provisions hereof as a Lender and to give effect to the foregoing; and

- (b) to the extent that the Borrower has not caused any Dissenting Lender or Lender Claiming Additional Compensation, as the case may be, to assign its rights, benefits and interests to another Lender or other financial institution as provided in paragraph (a) above, repay to such Dissenting Lender or Lender Claiming Additional Compensation, as the case may be, at any time while such Lender continues to be a Dissenting Lender or Lender Claiming Additional Compensation, all such Lender's Rateable Portion of all Loans outstanding under the Syndicated Facility and/or the Term Facility, as applicable, together with all accrued but unpaid interest and fees thereon and with respect to its Commitments, without making corresponding repayment to the other Lenders and, upon such repayment and provision satisfactory to the relevant Dissenting Lender or Lender Claiming Additional Compensation, as the case may be, (acting reasonably) being made for (i) in respect of the Syndicated Facility, indemnity in respect of its share of outstanding Letters of Credit any (ii) costs, losses, premiums or expenses incurred by such Lender by reason of a liquidation or re-deployment of deposits or other funds in respect of SOFR Loans and CORRA Loans outstanding hereunder, the Borrower may cancel such Lender's Commitments. Upon completion of the foregoing, Dissenting Lender or Lender Claiming Additional Compensation, as the case may be, shall have no further right, interest, benefit or obligation in respect of the Syndicated Facility and/or the Term Facility, as applicable, and the Syndicated Facility and/or the Term Facility, as applicable, shall be reduced by the amount of such Lender's cancelled Commitment thereunder.

2.20 Permitted Increase in Syndicated Facility

The Borrower may, at any time and from time to time, increase the maximum amount of the Syndicated Facility by (1) adding additional financial institutions as Syndicated

Facility Lenders or (2) increasing the Syndicated Facility Commitments of existing Syndicated Facility Lenders (with the consent of such existing Syndicated Facility Lenders are increasing) or (3) any combination thereof. The right to increase the maximum principal amount of the Syndicated Facility as aforesaid shall be subject to the following (for each such increase):

- (a) no Default or Event of Default shall have occurred and be continuing and the Borrower shall have delivered to the Agent a certificate of an officer of the Borrower confirming the same and confirming (i) the Borrower's corporate authorization to make such increase, (ii) the truth and accuracy in all respects of the representations and warranties contained in Section 8.1 hereof as of such date, other than any such representations and warranties which expressly speak as of an earlier date and (iii) that no consents, approvals or authorizations are required for such increase (except as have been unconditionally obtained and are in full force and effect, unamended), each as at the effective date of such increase;
- (b) the Borrower shall have delivered to the Agent opinions of their legal counsel in form and substance as may be required by the Agent, acting reasonably (and such opinion shall, *inter alia*, opine as to the corporate authorization of the Borrower to effect such increase);
- (c) the minimum amount of an increase pursuant to this Section shall be Cdn.\$5,000,000 and the aggregate of all increases pursuant to this Section shall not exceed Cdn.\$50,000,000 and any such purported increase over any such amounts shall be null and void;
- (d) the Agent and the Fronting Lender shall each have consented to any additional financial institution becoming a Syndicated Facility Lender, such consent not to be unreasonably withheld (it being understood that the withholding of consent by the Fronting Lender due to (i) the Fronting Lender's concern over the credit quality of the proposed assignee or (ii) exposure limits of the Fronting Lender related to the proposed assignee shall, in each case, be deemed to be reasonable); and
- (e) the Borrower and each increasing existing Syndicated Facility Lender or financial institution being added, as the case may be, shall execute and deliver such documentation as is required by the Agent, acting reasonably, to effect the increase in question (including the partial assignment of Loans or purchase of participations from Syndicated Facility Lenders to the extent necessary to ensure that, after giving effect to such increase, each Syndicated Facility Lender holds its Rateable Portion of each outstanding Loan under the Syndicated Facility) and, if applicable, to add any such new financial institution as a Syndicated Facility Lender under the Documents.

2.21

Designation of Material and Non-Material Subsidiaries

The Borrower shall from time to time, by notice in writing (which notice may be included in a Compliance Certificate) to the Agent, be entitled to designate effective on the date

set out in such notice, which date shall not be earlier than the commencement of the fiscal quarter which immediately precedes the fiscal quarter during which such notice is given, that either:

- (a) a Material Subsidiary shall be a non-material Subsidiary; or
- (b) a non-material Subsidiary will be a Material Subsidiary;

provided that, the Borrower shall not be entitled to designate that a Material Subsidiary shall be a non-material Subsidiary if:

- (c) a Default or an Event of Default has occurred and is continuing other than a Default or Event of Default that would be cured by such designation; or
- (d) a Default or an Event of Default would result from or exist immediately.

2.22 Extension of Syndicated Facility Maturity Date

- (1) In this Section:

“Syndicated Facility Extension Request” means a written request by the Borrower to the Syndicated Facility Lenders to extend the Syndicated Facility Maturity Date applicable to such Lenders by one or more years (or any portion thereof), which request shall include an Officer’s Certificate certifying that no Default or Event of Default has occurred and is continuing; and

“Requested Lenders” means those Syndicated Facility Lenders which are not then Non-Extending Lenders.

- (2) The Borrower may, once in each calendar year, by delivering to the Agent an executed Syndicated Facility Extension Request, request the Requested Lenders to extend the Syndicated Facility Maturity Date applicable to such Lenders by one or more years (or any portion thereof); provided that: (a) such request may not be made more than 90 days or less than 60 days before the anniversary date hereof in each calendar year; and (b) the Syndicated Facility Maturity Date, if extended in accordance herewith and therewith, shall not be later than four (4) years after the effectiveness of such extension.
- (3) Upon receipt from the Borrower of an executed Syndicated Facility Extension Request, the Agent shall promptly deliver to each Requested Lender a copy of such request, and each Requested Lender shall, within 30 days after receipt of the Syndicated Facility Extension Request by the Agent, provide to the Agent and the Borrower either (a) written notice that such Requested Lender (each, an **“Extending Lender”**) agrees, subject to Section 2.22(4) below, to the requested extension of the current Syndicated Facility Maturity Date applicable to it or (b) written notice (each, a **“Notice of Non-Extension”**) that such Requested Lender (each, a **“Non-Extending Lender”**) does not agree to such requested extension; provided that, if any Requested Lender shall fail to so notify the Agent and the Borrower, then such Requested Lender shall be deemed to have delivered a Notice of Non-Extension and shall be deemed to be a Non-Extending Lender. The

determination of each Syndicated Facility Lender whether or not to extend the Syndicated Facility Maturity Date applicable to it shall be made by each individual Syndicated Facility Lender in its sole discretion.

- (4) If the Extending Lenders have Syndicated Facility Commitments which, in aggregate, represent more than 66⅔% of all outstanding Syndicated Facility Commitments, the Syndicated Facility Maturity Date shall be extended in accordance with the Syndicated Facility Extension Request for each of the Extending Lenders. If the Extending Lenders do not have Syndicated Facility Commitments which, in aggregate, represent more than 66⅔% of all outstanding Syndicated Facility Commitments, the Syndicated Facility Maturity Date shall not be extended for any of the Requested Lenders. For certainty, the Syndicated Facility Maturity Date for a Non-Extending Lender shall not be extended, regardless of whether or not the Syndicated Facility Maturity Date is extended for the Extending Lenders as aforesaid.
- (5) This Section shall apply from time to time to facilitate successive extensions and requests for extension of the Syndicated Facility Maturity Date. If, as of the current Syndicated Facility Maturity Date (before an agreement of the Extending Lenders to the extension thereof in accordance with the foregoing provisions of this Section 2.22), a Default or Event of Default exists, the Syndicated Facility Maturity Date shall not be extended, notwithstanding any other provision hereof to the contrary, for any Extending Lender unless (a) such Extending Lender has waived such Default or Event of Default in writing and (b) Extending Lenders having Syndicated Facility Commitments which, in aggregate, represent more than 66⅔% of all outstanding Syndicated Facility Commitments have waived such Default or Event of Default in writing.
- (6) A Non-Extending Lender may, with the prior written consent of the Borrower, become an Extending Lender with respect to any prior extension of the Syndicated Facility Maturity Date by providing written notice to the Agent revoking the Notice of Non-Extension provided by such Syndicated Facility Lender; such revocation shall be effective from and after receipt by the Agent of such notice from such Syndicated Facility Lender together with a copy of the Borrower's consent in relation thereto.
- (7) To the extent the Syndicated Facility Maturity Date has been extended in accordance with this Section 2.22 but there are Non-Extending Lenders, the Borrower may require any Non-Extending Lender to assign its Syndicated Facility Commitment, its Rateable Portion of all Loans and other Obligations outstanding under the Syndicated Facility and all of its rights, benefits and interests under the Documents relating thereto to (i) any Extending Lenders which have agreed to increase their Syndicated Facility Commitments and purchase Assigned Interests under the Syndicated Facility, and (ii) to the extent such Assigned Interests are not transferred to Extending Lenders, financial institutions selected by the Borrower and acceptable to the Agent and the Fronting Lender, acting reasonably (it being understood that the withholding of consent by the Fronting Lender due to (i) the

Fronting Lender's concern over the credit quality of the proposed assignee or (ii) exposure limits of the Fronting Lender related to the proposed assignee shall, in each case, be deemed to be reasonable). Such assignments shall be effective upon: (a) execution of assignment documentation satisfactory to the relevant Non-Extending Lender, the assignee, the Borrower and the Agent (each acting reasonably); (b) payment to the relevant Non-Extending Lender (in immediately available funds) by the relevant assignee of an amount equal to its Rateable Portion of all Obligations being assigned and all accrued but unpaid interest and fees hereunder in respect of those portions of the Loans and Commitments being assigned; (c) payment by the relevant assignee to the Agent (for the Agent's own account) of the recording fee contemplated in Section 15.6, and (d) provision satisfactory to the Non-Extending Lender (acting reasonably) being made for (i) indemnity in respect of its share of outstanding Letters of Credit and (ii) any costs, losses, premiums or expenses incurred by such Lender by reason of the liquidation or re-deployment of deposits or other funds in respect of SOFR Loans and CORRA Loans outstanding hereunder. Upon such assignment and transfer, the Non-Extending Lender shall have no further right, interest, benefit or obligation in respect of the Assigned Interests and the assignee thereof shall succeed to the position of such Lender as if the same was an original party hereto in the place and stead of such Non-Extending Lender and shall be deemed to be an Extending Lender; for such purpose, to the extent that the assignee is not already a party hereto, the assignee shall execute and deliver an Assignment Agreement and such other documentation as may be reasonably required by the Agent and the Borrower to confirm its agreement to be bound by the provisions hereof and to give effect to the foregoing; and

- (8) To the extent that any Non-Extending Lender has not assigned its rights and interests to an Extending Lender or other financial institution as provided Section 2.22(7), the Borrower may, notwithstanding any other provision hereof, repay the Non-Extending Lender's Rateable Portion of all Loans outstanding under the Syndicated Facility, together with all accrued but unpaid interest and fees thereon with respect to its Commitments, without making corresponding repayment to the Extending Lenders and, upon such repayment and provision satisfactory to the relevant Non-Extending Lender being made for any costs, losses, premiums or expenses incurred by such Lender by reason of a liquidation or re-deployment of deposits or other funds in respect of SOFR Loans and CORRA Loans outstanding hereunder, the Borrower may cancel such Lender's Commitments. Upon completion of the foregoing, such Non-Extending Lender shall have no further right, interest, benefit or obligation in respect of the Syndicated Facility and the Syndicated Facility shall be reduced by the amount of such Lender's cancelled Syndicated Facility Commitment.

2.23

Extension of Operating Facility Maturity Date

- (1) In this Section "**Operating Facility Extension Request**" means a written request by the Borrower to the Operating Lender to extend the Operating Facility Maturity Date by one or more years (or any portion thereof), which request shall include an

Officer's Certificate certifying that no Default or Event of Default has occurred and is continuing.

- (2) The Borrower may, once in each calendar year, by delivering to the Operating Lender an executed Operating Facility Extension Request, request the Operating Lender to extend the Operating Facility Maturity Date by one or more years (or any portion thereof); provided that: (a) such request may not be made more than 90 days or less than 60 days before the anniversary date hereof in each calendar year; and (b) the Operating Facility Maturity Date, if extended in accordance herewith and therewith, shall not be later than four (4) years after the effectiveness of such extension.
- (3) Upon receipt from the Borrower of an executed Operating Facility Extension Request, the Operating Lender shall, within 30 days after receipt of the Operating Facility Extension Request, provide to the Agent and the Borrower either (a) written notice that the Operating Lender agrees to the requested extension of the current Operating Facility Maturity Date in which case the Operating Facility Maturity Date shall be extended in accordance with the Operating Facility Extension Request or (b) written notice that the Operating Lender does not agree to such requested extension, in which case the Operating Facility Maturity Date shall not be extended; provided that, if the Operating Lender shall fail to so notify the Agent and the Borrower, then the Operating Lender shall be deemed to have denied the request to extend the Operating Facility Maturity Date. The determination of the Operating Lender whether or not to extend the Operating Facility Maturity Date shall be made by the Operating Lender in its sole discretion.
- (4) This Section shall apply from time to time to facilitate successive extensions and requests for extension of the Operating Facility Maturity Date. If, as of the current Operating Facility Maturity Date (before an agreement of the Operating Lender to the extension thereof in accordance with the foregoing provisions of this Section 2.23), a Default or Event of Default exists, the Operating Facility Maturity Date shall not be extended, notwithstanding any other provision hereof to the contrary unless the Operating Lender has waived such Default or Event of Default in writing.

2.24 **Extension of Term Facility Maturity Date**

- (1) In this Section:

“Term Facility Extension Request” means a written request by the Borrower to the Term Facility Lenders to extend the Term Facility Maturity Date applicable to such Lenders by one or more years (or any portion thereof), which request shall include an Officer's Certificate certifying that no Default or Event of Default has occurred and is continuing; and

“Term Facility Requested Lenders” means those Term Facility Lenders which are not then Term Facility Non-Extending Lenders.

- (2) The Borrower may, once in each calendar year, by delivering to the Agent an executed Term Facility Extension Request, request the Term Facility Requested

Lenders to extend the Term Facility Maturity Date applicable to such Lenders by one or more years (or any portion thereof); provided that: (a) such request may not be made more than 90 days or less than 60 days before the anniversary date hereof in each calendar year; and (b) the Term Facility Maturity Date, if extended in accordance herewith and therewith, shall not be later than four (4) years after the effectiveness of such extension.

- (3) Upon receipt from the Borrower of an executed Term Facility Extension Request, the Agent shall promptly deliver to each Term Facility Requested Lender a copy of such request, and each Term Facility Requested Lender shall, within 30 days after receipt of the Term Facility Extension Request by the Agent, provide to the Agent and the Borrower either (a) written notice that such Requested Lender (each, an **“Term Facility Extending Lender”**) agrees, subject to Section 2.24(4) below, to the requested extension of the current Term Facility Maturity Date applicable to it or (b) written notice (each, a **“Term Facility Notice of Non-Extension”**) that such Term Facility Requested Lender (each, a **“Term Facility Non-Extending Lender”**) does not agree to such requested extension; provided that, if any Term Facility Requested Lender shall fail to so notify the Agent and the Borrower, then such Term Facility Requested Lender shall be deemed to have delivered a Term Facility Notice of Non-Extension and shall be deemed to be a Term Facility Non-Extending Lender. The determination of each Term Facility Lender whether or not to extend the Term Facility Maturity Date applicable to it shall be made by each individual Term Facility Lender in its sole discretion.
- (4) If the Term Facility Extending Lenders have Term Facility Commitments which, in aggregate, represent more than 66⅔% of all outstanding Term Facility Commitments, the Term Facility Maturity Date shall be extended in accordance with the Term Facility Extension Request for each of the Term Facility Lenders. If the Term Facility Extending Lenders do not have Term Facility which, in aggregate, represent more than 66⅔% of all outstanding Term Facility Commitments, the Term Facility Maturity Date shall not be extended for any of the Term Facility Requested Lenders. For certainty, the Term Facility Maturity Date for a Term Facility Non-Extending Lender shall not be extended, regardless of whether or not the Term Facility Maturity Date is extended for the Term Facility Extending Lenders as aforesaid.
- (5) This Section shall apply from time to time to facilitate successive extensions and requests for extension of the Term Facility Maturity Date. If, as of the current Term Facility Maturity Date (before an agreement of the Term Facility Extending Lenders to the extension thereof in accordance with the foregoing provisions of this Section 2.24), a Default or Event of Default exists, the Term Facility Maturity Date shall not be extended, notwithstanding any other provision hereof to the contrary, for any Term Facility Extending Lender unless (a) such Term Facility Extending Lender has waived such Default or Event of Default in writing and (b) Term Facility Extending Lenders having Term Facility Commitments which, in aggregate, represent more than 66⅔% of all outstanding Term Facility Commitments have waived such Default or Event of Default in writing.

- (6) A Term Facility Non-Extending Lender may, with the prior written consent of the Borrower, become a Extending Lender with respect to any prior extension of the Term Facility Maturity Date by providing written notice to the Agent revoking the Term Facility Notice of Non-Extension provided by such Term Facility Lender; such revocation shall be effective from and after receipt by the Agent of such notice from such Term Facility Lender together with a copy of the Borrower's consent in relation thereto.
- (7) To the extent the Syndicated Facility Maturity Date has been extended in accordance with this Section 2.24 but there are Term Facility Non-Extending Lenders, the Borrower may require any Term Facility Non-Extending Lender to assign its Term Facility Commitment, its Rateable Portion of all Loans and other Obligations outstanding under the Term Facility and all of its rights, benefits and interests under the Documents relating thereto to (i) any Term Facility Extending Lenders which have agreed to increase their Term Facility Commitments and purchase Assigned Interests under the Term Facility, and (ii) to the extent such Assigned Interests are not transferred to Term Facility Extending Lenders, financial institutions selected by the Borrower and acceptable to the Agent, acting reasonably. Such assignments shall be effective upon: (a) execution of assignment documentation satisfactory to the relevant Term Facility Non-Extending Lender, the assignee, the Borrower and the Agent (each acting reasonably); (b) payment to the relevant Term Facility Non-Extending Lender (in immediately available funds) by the relevant assignee of an amount equal to its Rateable Portion of all Obligations being assigned and all accrued but unpaid interest and fees hereunder in respect of those portions of the Loans and Commitments being assigned; (c) payment by the relevant assignee to the Agent (for the Agent's own account) of the recording fee contemplated in Section 15.6, and (d) provision satisfactory to the Non-Extending Lender (acting reasonably) being made for any costs, losses, premiums or expenses incurred by such Lender by reason of the liquidation or re-deployment of deposits or other funds in respect of SOFR Loans and CORRA Loans outstanding hereunder. Upon such assignment and transfer, the Term Facility Non-Extending Lender shall have no further right, interest, benefit or obligation in respect of the Assigned Interests and the assignee thereof shall succeed to the position of such Lender as if the same was an original party hereto in the place and stead of such Term Facility Non-Extending Lender and shall be deemed to be a Term Facility Extending Lender; for such purpose, to the extent that the assignee is not already a party hereto, the assignee shall execute and deliver an Assignment Agreement and such other documentation as may be reasonably required by the Agent and the Borrower to confirm its agreement to be bound by the provisions hereof and to give effect to the foregoing; and
- (8) To the extent that any Term Facility Non-Extending Lender has not assigned its rights and interests to a Term Facility Extending Lender or other financial institution as provided Section 2.24(7), the Borrower may, notwithstanding any other provision hereof, repay the Term Facility Non-Extending Lender's Rateable Portion of all Loans outstanding under the Term Facility, together with all accrued but unpaid interest and fees thereon with respect to its Commitments, without

making corresponding repayment to the Term Facility Extending Lenders and, upon such repayment and provision satisfactory to the relevant Term Facility Non-Extending Lender being made for any costs, losses, premiums or expenses incurred by such Lender by reason of a liquidation or re-deployment of deposits or other funds in respect of SOFR Loans and CORRA Loans outstanding hereunder, the Borrower may cancel such Lender's Term Facility Commitments. Upon completion of the foregoing, such Term Facility Non-Extending Lender shall have no further right, interest, benefit or obligation in respect of the Term Facility and the Term Facility shall be reduced by the amount of such Lender's cancelled Term Facility Commitment.

ARTICLE 3 CONDITIONS PRECEDENT TO DRAWDOWNS

3.1 Conditions for Drawdowns

On or before each Drawdown hereunder the following conditions shall be satisfied:

- (a) for certainty, except in the case of Overdraft Loans, the Agent, or in the case of the Operating Facility, the Operating Lender, shall have received a proper and timely Drawdown Notice from the Borrower requesting the Drawdown;
- (b) the representations and warranties set forth in Section 8.1 shall be true and accurate in all respects on and as of the date of the requested Drawdown;
- (c) no Default or Event of Default shall have occurred and be continuing on and as of the date of the requested Drawdown nor shall the Drawdown result in the occurrence of a Default or Event of Default;
- (d) no Material Adverse Effect shall have occurred on and as of the date of the requested Drawdown nor shall the Drawdown result in the occurrence of a Material Adverse Effect; and
- (e) after giving effect to the proposed Drawdown, the Outstanding Principal of all Loans outstanding under the relevant Credit Facility shall not exceed the maximum principal amount of such Credit Facility.

3.2 Additional Conditions for Amendment and Restatement

This Agreement shall be effective upon, the Existing Credit Agreement shall be amended and restated as herein provided upon, the following conditions precedent being satisfied:

- (a) all fees and expenses previously agreed to in writing between the Borrower and each of the Lead Arranger, the Agent and the Lenders, including those payable under the Agency Fee Agreement and the Fee Letter, shall be paid by the Borrower to the Lead Arranger, the Agent or the Lenders (or the Agent, on behalf of the Lenders), as applicable;

- (b) each Loan Party which is a corporation shall have delivered to the Agent a current certificate of status, compliance or good standing, as the case may be, in respect of its jurisdiction of incorporation and certified copies of its constating documents and by-laws (or, if applicable, confirmation that there have no changes thereto since previously delivered to the Agent) and the resolutions authorizing the new Documents to which it is a party and the transactions hereunder and an Officer's Certificate as to the incumbency of the officers and/or directors of such Loan Party signing the new Documents to which it is a party;
- (c) each Loan Party which is not a corporation shall have delivered to the Agent certificates as to the matters set forth in Section 3.2(b) with respect to the general partner thereof or other separate legal person executing and delivering the new Documents on its behalf, and, in addition, shall have delivered to the Agent certified copies of the partnership agreement, declaration of trust or other agreements or instruments creating or governing the same (or, if applicable, confirmation that there have no changes thereto since previously delivered to the Agent);
- (d) in respect of each company in the United Kingdom whose shares are subject to a Security Interest pursuant to the Security (a "**Charged Company**"), either:
 - (i) a certificate of an authorised signatory of the Loan Party which holds the shares certifying that:
 - (A) it has complied within the relevant timeframe with any notice it has received pursuant to Part 21A of the Companies Act 2006 from that Charged Company; and
 - (B) no "warning notice" or "restriction notice" (in each case as defined in Schedule 1B of the Companies Act 2006) has been issued in respect of those shares,

together with a copy of the "PSC register" (within the meaning of section 790C(10) of the Companies Act 2006) of that Charged Company, which is certified by an authorised signatory of the relevant Loan Party to be correct, complete and not amended or superseded as at a date no earlier than the date of the Agreement;

or
 - (ii) a certificate of an authorised signatory of the parent company certifying that such Charged Company is not required to comply with Part 21A of the Companies Act 2006;
- (e) the Security and other Documents (including, for certainty, any confirmations in respect of the existing Security) shall have been fully executed and delivered, each in form and substance satisfactory to the Lenders (acting reasonably), including, without limitation:

- (i) amended and restated debentures and debenture pledge agreements from each of the applicable Canadian Loan Parties increasing the principal amount secured to Cdn.\$700,000,000;
- (ii) a hypothec on a universality of all moveable assets located in the Province of Quebec in the principal amount secured of Cdn.\$700,000,000 by the Borrower, the Parent, KBL Limited Partnership and Buanderie C.M. Inc;
- (iii) a Guernsey law security interest agreement by Canada Holdco in respect of additional issues shares in FTL Guernsey, together with executed notice of assignment in the form of Schedule 1 thereto and acknowledgement delivered by FTL Guernsey;
- (iv) an English law security agreement (re: subordinated loan rights) by FTL Guernsey;
- (v) an English law debenture by FTL UK Acquisition Co;
- (vi) an English law debenture by FTL;
- (vii) an English law debenture by FSL;
- (viii) an English law debenture by Shortridge Ltd;
- (ix) an English law share charge by Canada Holdco in respect of its shares in FTL UK Acquisition Co;
- (x) a Scots law share security agreement by FTL UK Acquisition Co in respect of its shares in FTL;
- (xi) a Scots law statutory security agreement by FTL (in respect of shares in FSL);
- (xii) a Scots law statutory security agreement by FSL (in respect of any bank accounts held in Scotland); and
- (xiii) a Scots law standard security (in respect of the properties located in Inveralmond and Prestonhall) by FSL,

and all registrations, filings and recordings (along with the delivery of all relevant share certificates and stock transfer forms) required hereby or otherwise necessary or desirable (as determined by the Lenders' Counsel, acting reasonably) (to the extent not already held by the Agent) in connection with the Security shall have been made and completed or, in the case of Security to be registered in any jurisdiction outside of Canada and the delivery of shares certificates and stock transfer forms, arrangements acceptable to Lenders' Counsel have been made, in accordance with normal market practice, in connection with such registrations

which shall include, without limitation, a property undertaking executed and delivered by Borrower's counsel;

- (f) the Agent and the Lenders shall have received legal opinions from legal counsel to the Loan Parties in Canada and each Loan Party formed outside of Canada that is executing new Documents each in form and substance as may be required by the Lenders, acting reasonably;
- (g) the Borrower shall have delivered to the Agent a *pro forma* Compliance Certificate, *inter alia*, demonstrating compliance with the financial covenants contained in Section 9.3 and, in addition, a Funded Debt to EBITDA Ratio of less than 3.75:1.00, both immediately prior to and after giving effect to the Drawdown under the Term Facility, the concurrent closing of Project Stellar and any repayment and payment of any Debt of the Project Stellar Target and the Project Stellar Subsidiaries that is not Permitted Debt (including a detailed calculation of all such financial covenants);
- (h) the Borrower shall have delivered to the Agent a four-year quarterly consolidated financial forecast of the Parent for the next four years including a balance sheet, income statement and statement of cash flows, detailed capital and operating expenditure budget and a calculation of the financial covenants through the first four Fiscal Quarter Ends following the Closing Date, together with assumptions given effect to the provisions hereof, which shall be satisfactory to the Agent;
- (i) the Lenders shall have each completed due diligence on the Project Stellar Target, the Project Stellar Subsidiaries and the Project Stellar Acquisition Agreement;
- (j) the Borrower shall have delivered to the Agent the final quality of earnings report of the Project Stellar Target prepared by RSM UK Corporate Finance LLP dated May 2, 2025 for the fiscal period ended December 31, 2024 which shall be in form and substance satisfactory to the Agent (the "**Project Stellar QOE**");
- (k) prior to or concurrently with the closing of Project Stellar and in connection with the financing thereof, the Parent shall have received proceeds of an equity offering of not less than Cdn.\$55,000,000 (which equity offering, may be by way of the issuance of subscription receipts of the Parent) with the proceeds thereof (the "**Equity Proceeds**") having been deposited with and held by the Agent;
- (l) concurrently with the satisfaction of the conditions precedent set out in this Section 3.2, the transactions contemplated pursuant to the Project Stellar Acquisition Agreement shall have closed and Project Stellar shall have been completed in accordance with the Project Stellar Acquisition Agreement without any material amendment thereto or waiver of any condition by the Borrower and the Borrower shall have delivered an Officer's Certificate to the Agent with a certification to that effect and attaching the Project Stellar Acquisition Agreement and all material conveyancing documentation related to Project Stellar, which

documentation shall be acceptable to the Agent, and the Lenders, acting reasonably;

- (m) no Default or Event of Default shall have occurred and be continuing and the Borrower shall have delivered to the Agent an Officer's Certificate confirming the same;
- (n) all material Governmental Authorizations and material third party consents and approvals necessary for the execution, delivery and performance hereof and the Documents and the closing of Project Stellar shall have been obtained and shall be in full force and effect, and the Borrower shall have delivered to the Agent an Officer's Certificate certifying the same to the Agent and the Lenders;
- (o) the assets and property of the Project Stellar Target and the Project Stellar Subsidiaries shall be free and clear of all Security Interests except for Permitted Encumbrances and evidence of the foregoing satisfactory to the Agent and the Lenders, each acting reasonably, shall have been received by the Agent and the Lenders;
- (p) the Borrower shall have delivered to the Agent executed copies of the Project Stellar Target Release Documents (in form and substance satisfactory to the Agent);
- (q) no event or circumstance has occurred since December 31, 2024 that has had a Material Adverse Effect and the Borrower shall have delivered to the Agent an Officer's Certificate confirming the same;
- (r) the Borrower shall have delivered to the Agent an Officer's Certificate detailing the legal structure and ownership of Borrower, the other Loan Parties and their Subsidiaries after giving effect to the closing of Project Stellar, which certificate shall be in form and substance satisfactory to the Agent and Lenders' counsel, acting reasonably;
- (s) the applicable Loan Parties shall have delivered to the Agent, as applicable, certificates of insurance naming the Agent as an additional insured and as loss payee, as applicable;
- (t) each of the representations and warranties contained in Article 8 shall be true and accurate in all respects and the Borrower shall have delivered to the Agent an Officer's Certificate confirming the same;
- (u) the Borrower shall have delivered to the Agent (or Lenders' Counsel on its behalf) all Material Contracts and an Officer's Certificate to the Agent and the Lenders certifying the same, which Material Contracts, as of the date hereof, are listed on Schedule K annexed hereto;
- (v) the Borrower shall have delivered to the Agent (i) at least two Banking Days prior to the date of the initial Advance of the Drawdown under the Term Facility and

- (ii) not less than 5 Banking Days prior to the Closing Date, a Drawdown Notice requesting such Drawdown (and the Drawdown under the Syndicated Facility, if any) with a funding indemnity and a direction to pay (which direction to pay shall, *inter alia*, direct the Agent to distribute proceeds of such Drawdowns and the Equity Proceeds in connection with the closing of Project Stellar);
- (w) the Borrower shall have provided the Agent an Officer's Certificate attaching true, correct and complete copies of the following documents that are being executed and delivered in connection with intercompany funding transactions for Project Stellar:
 - (i) an amending agreement in respect of the Eurobond (2017), which shall, among other things, extend the maturity date thereof to a date at least five months subsequent to the Maturity Date (after giving effect to this Agreement); and
 - (ii) the Eurobond (2025);
- (x) any Loan Party that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation shall have delivered to each Lender that so requests, a Beneficial Ownership Certification in relation to such Loan Party;
- (y) the Agent and the Lenders shall have received all such other documentation and information reasonably requested from the Loan Parties and their Subsidiaries including all documentation and other information reasonably requested by any Lender or the Agent, in order to comply with any applicable Anti-Money Laundering Laws; and
- (z) such other condition that the Lead Arranger or the Agent may reasonably request.

3.3

Waiver

The conditions set forth in Sections 3.1 and 3.2 are inserted for the sole benefit of the Lenders and the Agent and may be waived by the Lenders, in whole or in part (with or without terms or conditions) without prejudicing the right of the Lenders or the Agent at any time to assert such waived conditions in respect of any subsequent Drawdown.

ARTICLE 4 EVIDENCE OF DRAWDOWNS

4.1

Account of Record

- (1) The Agent shall open and maintain books of account or electronically stored records evidencing all Loans and all other amounts owing by the Borrower to the Syndicated Facility Lenders and the Term Facility Lenders hereunder. The Agent shall enter in the foregoing accounts details of all amounts from time to time owing, paid or repaid by the Borrower hereunder with respect to the Syndicated Facility and the Term Facility. The information entered in the foregoing accounts or records shall constitute *prima facie* evidence of the obligations of the Borrower to the

Syndicated Facility Lenders and the Term Facility Lenders, as applicable, hereunder with respect to all Loans and all other amounts owing by the Borrower to such Lenders hereunder with respect to the Syndicated Facility and the Term Facility, as applicable. After a request by the Borrower, the Agent shall promptly advise the Borrower of such entries made in the Agent's books of account or electronically stored records.

- (2) The Operating Lender shall open and maintain books of account or electronically stored records evidencing all Loans and all other amounts owing by the Borrower to the Operating Lender hereunder. The Operating Lender shall enter in the foregoing accounts details of all amounts from time to time owing, paid or repaid by the Borrower hereunder. The information entered in the foregoing accounts or records shall constitute *prima facie* evidence of the obligations of the Borrower to the Operating Lender hereunder with respect to all Loans and all other amounts owing by the Borrower to Operating Lender hereunder. After a request by the Borrower, the Operating Lender shall promptly advise the Borrower of such entries made in the Operating Lender's books of account or electronically stored records.

ARTICLE 5 PAYMENTS OF INTEREST AND FEES

5.1 Interest on Canadian Prime Rate Loans

The Borrower shall pay interest on each Canadian Prime Rate Loan owing by the Borrower during each Interest Period applicable thereto in Canadian Dollars at a rate per annum equal to the Canadian Prime Rate in effect from time to time during such Interest Period plus the Applicable Pricing Rate. Each determination by the Agent or the Operating Lender, as applicable, of the Canadian Prime Rate applicable from time to time during an Interest Period shall, in the absence of manifest error, be *prima facie* evidence thereof. Such interest shall accrue daily and shall be payable in arrears on each Interest Payment Date for such Loan for the period from and including the Drawdown Date or the preceding Conversion Date or Interest Payment Date, as the case may be, for such Loan to and including the day preceding such Interest Payment Date and shall be calculated on the principal amount of the Canadian Prime Rate Loan outstanding during such period and on the basis of the actual number of days elapsed in a year of 365 days. Changes in the Canadian Prime Rate shall cause an immediate adjustment of the interest rate applicable to such Loans without the necessity of any notice to the Borrower.

5.2 Interest on U.S. Base Rate Loans

The Borrower shall pay interest on each U.S. Base Rate Loan owing by the Borrower during each Interest Period applicable thereto in United States Dollars at a rate per annum equal to the U.S. Base Rate in effect from time to time during such Interest Period plus the Applicable Pricing Rate. Each determination by the Agent or the Operating Lender, as applicable, of the U.S. Base Rate applicable from time to time during an Interest Period shall, in the absence of manifest error, be *prima facie* evidence thereof. Such interest shall accrue daily and shall be payable in arrears on each Interest Payment Date for such Loan for the period from and including the Drawdown Date or the preceding Conversion Date or Interest Payment Date, as the case may be, for such Loan to and including the day preceding such Interest Payment Date and shall be

calculated on the principal amount of the U.S. Base Rate Loan outstanding during such period and on the basis of the actual number of days elapsed in a year of 365 days. Changes in the U.S. Base Rate shall cause an immediate adjustment of the interest rate applicable to such Loans without the necessity of any notice to the Borrower.

5.3 Interest on SOFR Loans

- (1) Each SOFR Loan made or maintained by a Lender shall bear interest during each Interest Period it is outstanding (computed on the basis of a year of 360 days and actual days elapsed) on the unpaid principal amount thereof from the date of Drawdown, Conversion or Rollover, as applicable, until maturity (whether by acceleration or otherwise) at a rate per annum equal to the sum of the Applicable Pricing Rate plus the Adjusted Term SOFR applicable to such Interest Period, payable by the Borrower on each Interest Payment Date and at maturity (whether by acceleration or otherwise).
- (2) The Agent shall determine each interest rate applicable to SOFR Loans and its determination thereof shall be conclusive and binding except in the case of manifest error. In connection with the use or administration of Term SOFR, the Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Document. The Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

5.4 Interest on Daily Compounded CORRA Loans

- (1) Each Daily Compounded CORRA Loan made or maintained by a Lender shall bear interest during each Interest Period it is outstanding (computed on the basis of the actual number of days elapsed in a year of 365 days) on the unpaid principal amount thereof from the date of Drawdown, Conversion or Rollover, as applicable, until maturity (whether by acceleration or otherwise) at a rate per annum equal to the sum of the Applicable Pricing Rate plus the Adjusted Daily Compounded CORRA applicable to such Interest Period, payable by the Borrower on each Interest Payment Date and at maturity (whether by acceleration or otherwise).
- (2) The Agent shall determine each interest rate applicable to Daily Compounded CORRA Loans and its determination thereof shall be conclusive and binding except in the case of manifest error. In connection with the use or administration of Adjusted Daily Compounded CORRA, the Agent will have the right to make Cdn. Benchmark Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Document, any amendments implementing such Cdn. Benchmark Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Document. The Agent will promptly notify the Borrower and the Lenders of the

effectiveness of any Cdn. Benchmark Conforming Changes in connection with the use or administration of Adjusted Daily Compounded CORRA.

5.5 Interest on Term CORRA Loans

- (1) Each Term CORRA Loan made or maintained by a Lender shall bear interest during each Interest Period it is outstanding (computed on the basis of the actual number of days elapsed in a year of 365 days) on the unpaid principal amount thereof from the date of Drawdown, Conversion or Rollover, as applicable, until maturity (whether by acceleration or otherwise) at a rate per annum equal to the sum of the Applicable Pricing Rate plus the Adjusted Term CORRA applicable to such Interest Period, payable by the Borrower on each Interest Payment Date and at maturity (whether by acceleration or otherwise).
- (2) The Agent shall determine each interest rate applicable to Term CORRA Loans and its determination thereof shall be conclusive and binding except in the case of manifest error. In connection with the use or administration of Adjusted Term CORRA, the Agent will have the right to make Cdn. Benchmark Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Document, any amendments implementing such Cdn. Benchmark Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Document. The Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Cdn. Benchmark Conforming Changes in connection with the use or administration of Adjusted Term CORRA.

5.6 Interest Act (Canada); Conversion of 360 Day Rates

- (1) Except as provided for in Section 5.6(2), whenever a rate of interest or other rate per annum hereunder is expressed or calculated on the basis of a year (the “**deemed year**”) which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.
- (2) Whenever a rate of interest or other rate per annum hereunder is expressed or calculated on the basis of a year of 360 days, such rate of interest or other rate shall be expressed as a rate per annum, calculated on the basis of a 365 day year, by multiplying such rate of interest or other rate by 365 and dividing it by 360.
- (3) The Borrower confirms that it fully understands and is able to calculate the rate of interest applicable to the Credit Facilities based on the methodology for calculating per annum rates provided for in this Agreement. The Agent agrees that, if requested in writing by the Borrower, it will calculate the nominal and effective per annum rate of interest on any Loan outstanding at the time of such request and provide such information to the Borrower within a reasonable time following such request;

provided that any error in any such calculation, or any failure to provide such information on request, shall not relieve the Borrower of any of its obligations under this Agreement or any other Document, nor result in any liability to the Agent or any Lender.

5.7 **Nominal Rates; No Deemed Reinvestment**

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Agreement; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after maturity, default and judgment. The rates of interest specified in this Agreement are intended to be nominal rates and not effective rates. Interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

5.8 **Standby Fees**

- (1) The Borrower shall pay to the Agent for the account of the Syndicated Facility Lenders a standby fee in Canadian Dollars in respect of the Syndicated Facility calculated at a rate per annum equal to the Applicable Pricing Rate on the amount, if any, by which the amount of the Outstanding Principal under the Syndicated Facility for each day in the period of determination is less than the maximum amount for each such day of the Syndicated Facility (computed on the basis of the actual number of days elapsed in a year of 365 days). Fees determined in accordance with this Section shall accrue daily from and after the date hereof and shall be calculated quarterly in arrears to and including the last day of each calendar quarter and shall be payable on the third Banking Day following each such calendar quarter, on cancellation in full of the Syndicated Facility and on the Syndicated Facility Maturity Date.
- (2) The Borrower shall pay to the Operating Lender a standby fee in Canadian Dollars in respect of the Operating Facility calculated at a rate per annum equal to the Applicable Pricing Rate on the amount, if any, by which the amount of the Outstanding Principal under the Operating Facility for each day in the period of determination is less than the maximum amount for each such day of the Operating Facility. Fees determined in accordance with this Section shall accrue daily from and after the date hereof and shall be calculated quarterly in arrears to and including the last day of each calendar quarter and shall be payable on the third Banking Day following each such calendar quarter, on cancellation in full of the Operating Facility and on the Operating Facility Maturity Date.
- (3) For purposes of calculating standby fees payable pursuant to this Section 5.8, the Outstanding Principal from time to time in United States Dollars or GBP on each day during the period for which such standby fees are payable shall, for the purposes of determining an Equivalent Amount on such day, be notionally converted to the Equivalent Amount in Canadian Dollars by applying the monthly average Bank of Canada rate posted on the last Banking Day of the applicable month.

5.9 **Agent's Fees**

The Borrower shall pay to the Agent, for its own account, until the Credit Facilities have been fully cancelled and all Obligations hereunder have been paid in full, the non-refundable agency fees in the amounts and at the times specified in the Agency Fee Agreement.

5.10 **Interest on Overdue Amounts**

Notwithstanding any other provision hereof, in the event that any amount due hereunder (including, without limitation, any interest payment) is not paid when due (whether by acceleration or otherwise), the Borrower shall pay interest on such unpaid amount (including, without limitation, interest on interest), if and to the fullest extent permitted by applicable law, from the date that such amount is due until the date that such amount is paid in full (but excluding the date of such payment if the payment is received for value at the required place of payment on the date of such payment), and such interest shall accrue daily, be calculated and compounded monthly and be payable on demand, after as well as before maturity, default and judgment, at a rate per annum that is equal to (a) in respect of amounts due in Canadian Dollars, the rate of interest then payable on Canadian Prime Rate Loans plus [Rate redacted]% per annum or (b) in respect of amounts due in United States Dollars the rate of interest then payable on U.S. Base Rate Loans plus [Rate redacted]% per annum.

5.11 **Waiver**

To the extent permitted by applicable law, the covenant of the Borrower to pay interest at the rates provided herein shall not merge in any judgment relating to any obligation of Borrower to the Lenders or the Agent and any provision of the *Interest Act* (Canada), *Judgment Interest Act* (Alberta) or any other applicable law which restricts any rate of interest set forth herein shall be inapplicable to this Agreement and is hereby waived by the Borrower.

5.12 **Maximum Rate Permitted by Law**

Notwithstanding any other provisions of this Agreement, if the amount of any interest, premium, fees or other monies or any rate of interest stipulated for, taken, reserved or extracted by the Agent and the Lenders under this Agreement or the Security would otherwise contravene the provisions of section 347 of the *Criminal Code* (Canada), section 8 of the *Interest Act* (Canada) or any successor or similar legislation, or would exceed the amounts which the Agent and the Lenders are legally entitled to charge and receive under any applicable law to which such compensation is subject, then such amount or rate of interest shall be reduced to such maximum amount as would not contravene such provision and, to the extent that any excess has been charged or received, the Agent or the Operating Lender, as applicable, shall apply such excess against the Outstanding Principal under the applicable Credit Facility and refund any further excess amount to the Borrower.

ARTICLE 6 LETTERS OF CREDIT

6.1 Availability

Subject to the provisions hereof, the Borrower may require that Letters of Credit be issued under the Operating Facility and the Syndicated Facility in accordance with the Drawdown Notices and Rollover Notices of the Borrower; provided that the aggregate Outstanding Principal represented by all outstanding Letters of Credit under the Operating Facility and the Syndicated Facility shall not exceed Cdn.\$12,500,000 (or the Equivalent Amount thereof). The issuance of Letters of Credit shall constitute Drawdowns or Rollovers (as applicable) hereunder and shall reduce the availability of the Operating Facility or the Syndicated Facility, as applicable, and the maximum amount available thereunder by the aggregate Outstanding Principal of Letters of Credit.

Notwithstanding the foregoing or any other provision hereof (including Section 2.1) and in addition thereto, the Borrower may request that any Letter of Credit to be issued hereunder be issued in the name of the Parent or any Subsidiary of the Borrower provided that, notwithstanding that any Letter of Credit is issued in the name of the Parent or such Subsidiary, all obligations relating to each such Letter of Credit, including, for certainty, reimbursement obligations, shall remain the obligations of the Borrower.

6.2 Currency, Type, Form and Expiry

- (1) Letters of Credit issued hereunder shall be denominated in Canadian Dollars, United States Dollars or GBP and amounts payable thereunder shall be paid in the currency in which the Letter of Credit is denominated.
- (2) A Letter of Credit issued under the Operating Facility shall be issued by the Operating Lender. Letters of Credit issued under the Operating Facility shall be in a form satisfactory to the Operating Lender, acting reasonably, and shall, except for the HSBC PLC LC, have an initial expiration date (subject to renewals including auto-renewals) not in excess of one year from the date of issue and, in any event, not later than the then current Operating Facility Maturity Date. On the Operating Facility Maturity Date, the Borrower shall provide or cause to be provided to the Operating Lender cash collateral or letters of credit (or any combination thereof) in accordance with the provisions of Section 2.16(2) in an amount equal to or greater than the aggregate undrawn amount of all unexpired Letters of Credit outstanding under the Operating Facility; such cash collateral and letters of credit shall be held by the Operating Lender and be applied in accordance with said Section 2.16(2) in satisfaction of and security for the Obligations of the Borrower for such unexpired Letters of Credit.
- (3) A Letter of Credit issued under the Syndicated Facility shall be issued by the Fronting Lender. Letters of Credit issued under the Syndicated Facility shall be in a form satisfactory to the Fronting Lender, acting reasonably, and shall have an initial expiration date (subject to renewals including auto-renewals) not in excess of one year from the date of issue and, in any event, not later than the then current Syndicated Facility Maturity Date. On the Syndicated Facility Maturity Date, the

Borrower shall provide or cause to be provided to the Fronting Lender cash collateral or letters of credit (or any combination thereof) in accordance with the provisions of Section 2.16(2) in an amount equal to or greater than the aggregate undrawn amount of all unexpired Letters of Credit outstanding under the Syndicated Facility; such cash collateral and letters of credit shall be held by the Fronting Lender and be applied in accordance with said Section 2.16(2) in satisfaction of and security for the Obligations of the Borrower for such unexpired Letters of Credit.

- (4) A Letter of Credit may, if the Borrower requests, contain an automatic extension of the expiry date thereof pursuant to which the expiration date is automatically extended or renewed for a period of up to one year unless the Operating Lender or the Fronting Lender, as applicable, notifies the beneficiary thereof that it shall not be extended or renewed within a certain period of time (not to exceed 30 days prior to the then current expiry date) (such date, the “**Renewal Notification Date**”). For each such Letter of Credit, the Borrower shall notify the Agent and the Operating Lender or the Fronting Lender, as applicable, at least 30 days prior to the Renewal Notification Date if the Borrower wishes such Letter of Credit to expire in accordance with its current expiry date and not automatically renew in which event the Operating Lender or the Fronting Lender, as applicable, shall so notify the beneficiary. If the Borrower fails to provide such notification to the Agent and Operating Lender or Fronting Lender, as applicable, the Fronting Lender or the Operating Lender, as applicable, shall permit the Letter of Credit to automatically renew or extend in accordance with its terms.

6.3 **No Conversion**

Except as provided in Section 6.6, the Borrower may not effect a Conversion of a Letter of Credit.

6.4 **Fronted LC Provisions**

- (1) With respect to Fronted LCs, the Fronting Lender will exercise and give the same care and attention to each Fronted LC issued by it hereunder as it gives to its other letters of credit and similar obligations, and the Fronting Lender’s sole liability to each Syndicated Facility Lender shall be to promptly return to the Agent for the account of the Syndicated Facility Lenders, each Syndicated Facility Lender’s Rateable Portion of any payments made to the Fronting Lender by the Borrower hereunder (other than the fees and amounts payable to the Fronting Lender for its own account) if the Borrower has made a payment to the Fronting Lender hereunder. Each Syndicated Facility Lender agrees that, in paying any drawing under a Fronted LC, the Fronting Lender shall not have any responsibility to obtain any document (other than as expressly required by such Fronted LC) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of any person delivering any such document. Neither the Fronting Lender nor any of its representatives, officers, employees or agents shall be liable to any Syndicated Facility Lender for:

- (a) any action taken or omitted to be taken in connection herewith at the request or with the approval of the Syndicated Facility Lenders;
- (b) any action taken or omitted to be taken in connection with any Fronted LC in the absence of gross negligence or wilful misconduct; or
- (c) the execution, effectiveness, genuineness, validity, or enforceability of any Fronted LC, or any other document contemplated thereby.

The Fronting Lender shall not incur any liability by acting in reliance upon any notice, consent, certificate, statement or other writing (which may be a bank wire, telegram, cable, telecopier, electronic mail or other electronic means of communication which may generate a written record thereof) believed by it to be genuine or to be signed by the proper person or persons.

- (2) The Borrower and each Syndicated Facility Lender hereby authorize the Fronting Lender to review on behalf of each Syndicated Facility Lender each draft and other document presented under each Fronted LC issued by the Fronting Lender. The determination of the Fronting Lender as to the conformity of any documents presented under a Fronted LC issued by it to the requirements of such Fronted LC shall, in the absence of the Fronting Lender's gross negligence or wilful misconduct, be conclusive and binding on the Borrower and each applicable Lender. The Fronting Lender shall, within a reasonable time following its receipt thereof, examine all documents purporting to represent a demand for payment under any Fronted LC issued by it. The Fronting Lender shall promptly after such examination:
 - (a) notify the Agent and the Borrower by telephone (confirmed in writing) of such demand for payment;
 - (b) deliver to the Agent a copy of each document purporting to represent a demand for payment under such Fronted LC; and
 - (c) notify the Agent and the Borrower whether said demand for payment was properly made under such Fronted LC.

6.5 **Records**

The Operating Lender and the Fronting Lender shall maintain records showing the undrawn and unexpired amount of each Letter of Credit outstanding under the applicable Credit Facility and, in the case of the Fronting Lender, each Syndicated Facility Lender's share of such amount and showing for each such Letter of Credit issued hereunder:

- (a) the dates of issuance and expiration thereof;
- (b) the amount thereof;

- (c) if such Letter of Credit was not issued in the name of the Borrower, the name of the Parent or the applicable Subsidiary whose name such Letter of Credit is issued under; and
- (d) the date and amount of all payments made thereunder.

The Operating Lender and the Agent, on behalf of the Fronting Lender, shall make copies of such records available to the Borrower upon its request.

6.6 Reimbursement or Conversion on Presentation

- (1) On presentation of a Letter of Credit issued under the Operating Facility and payment thereunder by the Operating Lender, the Borrower shall forthwith pay to and reimburse the Operating Lender for all amounts paid pursuant to such Letter of Credit (in the currency in which such Letter of Credit was issued); failing such payment, the Borrower shall be deemed to have effected a Conversion of such Letter of Credit into (a) in the case of a Letter of Credit denominated in Canadian Dollars, a Canadian Prime Rate Loan under the Operating Facility, (b) in the case of a Letter of Credit denominated in United States Dollars, a U.S. Base Rate Loan under the Operating Facility and (c) in the case of a Letter of Credit denominated in GBP, a Canadian Prime Rate Loan under the Operating Facility with the amount of the payment thereunder by the Operating Lender converted to Canadian Dollars at the Equivalent Amount on the date of such payment, in each case, to the extent of the payment by the Operating Lender thereunder.
- (2) On presentation of a Letter of Credit issued under the Syndicated Facility and payment thereunder by the Fronting Lender, the Borrower shall forthwith pay to and reimburse the Fronting Lender for all amounts paid pursuant to such Letter of Credit (in the currency in which such Letter of Credit was issued); failing such payment, the Borrower shall be deemed to have effected a Conversion of such Letter of Credit into (a) in the case of a Letter of Credit denominated in Canadian Dollars, a Canadian Prime Rate Loan under the Syndicated Facility, (b) in the case of a Letter of Credit denominated in United States Dollars, a U.S. Base Rate Loan under the Syndicated Facility and (c) in the case of a Letter of Credit denominated in GBP, a Canadian Prime Rate Loan under the Syndicated Facility with the amount of the payment thereunder by the Fronting Lender converted to Canadian Dollars at the Equivalent Amount on the date of such payment, in each case, to the extent of the payment by the Fronting Lender thereunder.

6.7 Fronting Lender Indemnity

- (1) If the Fronting Lender makes payment under any Fronted LC and the Borrower does not fully reimburse the Fronting Lender on or before the date of payment, then Section 6.6 shall apply to deem a Loan to be outstanding to the Borrower under this Agreement in the manner herein set out. Each Syndicated Facility Lender shall, on request by the Fronting Lender, immediately pay to the Fronting Lender an amount equal to such Syndicated Facility Lender's Rateable Portion of the amount paid by

the Fronting Lender such that each such Syndicated Facility Lender is participating in the deemed Loan in accordance with its Rateable Portion and, for certainty, regardless of whether any Default or Event of Default is then outstanding or whether any other condition to the making of a Loan has been satisfied or not.

- (2) Each Syndicated Facility Lender shall immediately on demand indemnify the Fronting Lender to the extent of such Syndicated Facility Lender's Rateable Portion of any amount paid or liability incurred by the Fronting Lender under each Fronted LC issued by it to the extent that the Borrower does not fully reimburse the Fronting Lender therefor.
- (3) For certainty, the obligations in this Section 6.7 shall continue as obligations of those Syndicated Facility Lenders who were Syndicated Facility Lenders at the time when each such Letter of Credit was issued notwithstanding that such Syndicated Facility Lender may assign its rights and obligations hereunder, unless the Fronting Lender specifically releases such Syndicated Facility Lender from such obligations in writing.

6.8 Fees and Expenses

- (1) The Borrower shall pay to the Operating Lender in respect of Letters of Credit issued under the Operating Facility an issuance fee (in the currency in which such Letter of Credit is issued) quarterly in arrears on the third Banking Day of each Fiscal Quarter and also payable on the Operating Facility Maturity Date, or (if applicable) any earlier date on which the Operating Facility is fully cancelled, calculated at a rate per annum equal to the Applicable Pricing Rate and on the average daily amount of each such Letter of Credit for the number of days such Letter of Credit was outstanding for the period from and including the date of issuance or the date of the immediately preceding determination of issuance fees (as the case may be) to but excluding that date of determination (computed on the basis of the actual number of days elapsed in a year of 365 days); provided that the minimum issuance fee for each such Letter of Credit shall be Cdn.\$[Rate redacted] for Letters of Credit denominated in Canadian Dollars and U.S.\$[Rate redacted] for Letters of Credit denominated in United States Dollars.
- (2) The Borrower shall pay to the Agent, for the account of the Syndicated Facility Lenders, in respect of the issuance of any Fronted LC issued under the Syndicated Facility, an issuance fee (in the currency in which such Letter of Credit is issued) quarterly in arrears on the third Banking Day of each Fiscal Quarter and also payable on the Syndicated Facility Maturity Date, or (if applicable) any earlier date on which the Syndicated Facility is fully cancelled, calculated at a rate per annum equal to the Applicable Pricing Rate and on the average daily amount of each such Letter of Credit for the number of days such Letter of Credit was outstanding for the period from and including the date of issuance or the date of the immediately preceding determination of issuance fees (as the case may be) to but excluding that date of determination (computed on the basis of the actual number of days elapsed in a year of 365 days); provided that the minimum issuance fee for each such Letter

of Credit shall be Cdn.\$[*Rate redacted*] for Letters of Credit denominated in Canadian Dollars and U.S.\$[*Rate redacted*] for Letters of Credit denominated in United States Dollars.

- (3) In addition to the foregoing issuance fees, The Borrower shall pay to the Agent, for the account of the Fronting Lender, in respect of the issuance of any Fronted LC by the Fronting Lender, a fronting fee (in the currency in which such Letter of Credit is issued) payable quarterly in arrears on the third Banking Day of each Fiscal Quarter and also payable on the Syndicated Facility Maturity Date, or (if applicable) any earlier date on which the Syndicated Facility is fully cancelled and calculated at a rate as agreed to in writing between the Borrower and the Fronting Lender, on the amount of each such Fronted LC for the number of days which such Fronted LC will be outstanding.
- (4) In addition, with respect to all Letters of Credit, the Borrower shall from time to time pay to the Operating Lender or the Fronting Lender, as applicable, the Operating Lender's or the Fronting Lender's, as applicable, usual and customary fees and charges (at the then prevailing rates) for the amendment, delivery and administration of letters of credit such as the Letters of Credit and shall pay and reimburse the Operating Lender and the Fronting Lender, as applicable, for any out of pocket costs and expenses incurred in connection with any Letter of Credit, including in connection with any payment thereunder.

6.9 Additional Provisions

(1) Indemnity and No Lender Liability

The Borrower shall indemnify and save harmless the Lenders, the Operating Lender, the Fronting Lender and the Agent against all claims, losses, costs, expenses or damages to the Lenders, the Operating Lender, the Fronting Lender and the Agent arising out of or in connection with any Letter of Credit, the issuance thereof, any payment thereunder or any action taken by the Lenders, the Operating Lender, the Fronting Lender, the Agent or any other person in connection therewith, including all costs relating to any legal process or proceeding instituted by any party restraining or seeking to restrain the issuer of a Letter of Credit or the Operating Lender or the Fronting Lender, as applicable, from accepting or paying any Draft or any amount under any such Letter of Credit, except as a result of such person's gross negligence or wilful misconduct. The Borrower also agrees that the Lenders, the Operating Lender, the Fronting Lender and the Agent shall have no liability to it for any reason in respect of or in connection with any Letter of Credit, the issuance thereof, any payment thereunder or any other action taken by the Lenders, the Operating Lender, the Fronting Lender, the Agent or any other person in connection therewith, except as a result of such person's gross negligence or wilful misconduct.

(2) No Obligation to Inquire

The Borrower hereby acknowledges and confirms to the Lenders, the Operating Lender, the Fronting Lender and the Agent, as applicable, that such person 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 of Credit and payment pursuant to a Letter of Credit shall not be withheld by reason of any matters in dispute between the beneficiary thereof and the Borrower. The sole obligation of the Lenders, the Operating Lender, the Fronting Lender and the Agent with respect to Letters of Credit is to cause to be paid a Draft drawn or purporting to be drawn in accordance with the terms of the applicable Letter of Credit and for such purpose the Lenders, the Operating Lender, the Fronting Lender and the Agent are only obliged to determine that the Draft purports to comply with the terms and conditions of the relevant Letter of Credit.

The Lenders, the Operating Lender, the Fronting Lender and the Agent 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 of Credit and the Borrower unconditionally assumes all risks with respect to the same. The Borrower agrees that it assumes all risks of the acts or omissions of the beneficiary of any Letter of Credit with respect to the use by such beneficiary of the relevant Letter of Credit. The Borrower further agrees that neither the Lenders, the Operating Lender, the Fronting Lender or the Agent, nor any of their respective officers, directors or correspondents will assume liability for, or be responsible for:

- (a) the validity, correctness, genuineness or legal effect of any document or instrument relating to any Letter of Credit, even if such document or instrument should in fact prove to be in any respect invalid, insufficient, inaccurate, fraudulent or forged;
- (b) the failure of any document or instrument to bear any reference or adequate reference to any Letter of Credit;
- (c) any failure to note the amount of any Draft on any Letter of Credit or on any related document or instrument; any failure of the beneficiary of any Letter of Credit to meet the obligations of such beneficiary to the Borrower or any other person;
- (d) any errors, inaccuracies, omissions, interruptions or delays in transmission or delivery of any messages, directions or correspondence by mail, facsimile or otherwise, whether or not they are in cipher;
- (e) any inaccuracies in the translation of any messages, directions or correspondence or for errors in the interpretation of any technical terms; or
- (f) any failure by the Lenders, the Operating Lender, the Fronting Lender or the Agent to make payment under any Letter of Credit as a result of any law, control or restriction rightfully or wrongfully exercised or imposed by any domestic or foreign court or government or Governmental Authority or as a result of any other cause beyond the control of such person or its officers, directors or correspondents.

(3) Obligations Unconditional

The obligations of the Borrower hereunder with respect to all Letters of Credit shall be absolute, unconditional and irrevocable and shall not be reduced by any event, circumstance or occurrence, including any lack of validity or enforceability of a Letter of Credit, or any Draft paid or acted upon by the Lenders, the Operating Lender, the Fronting Lender or the Agent or any of their respective correspondents being fraudulent, forged, invalid or insufficient in any respect (except with respect to their gross negligence or wilful misconduct or payment under a Letter of Credit other than in substantial compliance herewith), or any set off, defenses, rights or claims which the Borrower may have against any beneficiary or transferee of any Letter of Credit. The obligations of the Borrower hereunder shall remain in full force and effect and shall apply to any alteration to or extension of the expiration date of any Letter of Credit or any Letter of Credit issued to replace, extend or alter any Letter of Credit.

(4) Other Actions

Any action, inaction or omission taken or suffered by the Lenders, the Operating Lender, the Fronting Lender, the Agent or by any of their respective correspondents under or in connection with a Letter of Credit or any Draft made thereunder, if in good faith and in conformity with foreign or domestic laws, regulation or customs applicable thereto shall be binding upon the Borrower and shall not place the Lenders, the Operating Lender, the Fronting Lender, the Agent or any of their respective correspondents under any resulting liability to the Borrower. Without limiting the generality of the foregoing, the Lenders, the Operating Lender, the Fronting Lender, the Agent and their respective correspondents may receive, accept or pay as complying with the terms of a Letter of Credit, 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 any person or entity acting as a representative or in the place of, such beneficiary or its successors and assigns. The Borrower covenants that it will not take any steps, issue any instructions to the Lenders, the Operating Lender, the Fronting Lender, the Agent or any of their respective correspondents or institute any proceedings intended to derogate from the right or ability of the Lenders, the Operating Lender, the Fronting Lender, the Agent or their respective correspondents to honour and pay any Letter of Credit or any Drafts.

(5) Payment of Contingent Liabilities

The Borrower shall pay to the Operating Lender or the Fronting Lender, as applicable, an amount equal to the maximum amount available to be drawn under any unexpired Letter of Credit which becomes the subject of any order, judgment, injunction or other such determination by a Governmental Authority (an “**Order**”), or any petition, proceeding or other application for any Order by the Borrower or any other party, restricting payment under and in accordance with such Letter of Credit or extending the Lenders’, the Operating Lender’s, the Fronting Lender’s and the Agent’s liability, as the case may be, under such Letter of Credit beyond the expiration date stated therein; payment in respect of each such Letter of Credit shall be due forthwith upon demand in the currency in which such Letter of Credit is denominated.

Any amount paid to the Operating Lender or the Fronting Lender, as applicable, pursuant to the preceding paragraph shall be held by the Operating Lender or the Fronting Lender, as applicable, in interest bearing cash collateral accounts (with interest payable for the account of the Borrower at the rates and in accordance with the then prevailing practices of the Operating

Lender or the Fronting Lender, as applicable, for accounts of such type) as continuing security for the Obligations and shall, prior to an Event of Default be applied by the Operating Lender or the Fronting Lender, as applicable, against the Obligations for, or (at the option of the Operating Lender or the Fronting Lender, as applicable) be applied in payment of, such Letter of Credit if payment is required thereunder; after an Event of Default the Operating Lender or the Fronting Lender, as applicable, may apply such amounts, firstly, against any Obligations in respect of the relevant Letter of Credit, and, after satisfaction of such Obligations or expiry of such Letter of Credit, against any other Obligations as it sees fit.

The Operating Lender and the Fronting Lender, as applicable, shall release to the Borrower any amount remaining in the cash collateral accounts after applying the amounts necessary to discharge the Obligations relating to such Letter of Credit, upon the later of:

- (a) the date on which any final and non-appealable order, judgment or other determination has been rendered or issued either terminating any applicable Order or permanently enjoining the Operating Lender or the Fronting Lender, as applicable, from paying under such Letter of Credit;
- (b) the earlier of:
 - (i) the date on which either the original counterpart of such Letter of Credit is returned to the Operating Lender or the Fronting Lender, as applicable, for cancellation or the Operating Lender or the Fronting Lender, as applicable, is released by the beneficiary thereof from any other obligation in respect of such Letter of Credit; and
 - (ii) the expiry of such Letter of Credit; and
- (c) if an Event of Default has occurred, the payment and satisfaction of all Obligations and the cancellation or termination of the Credit Facilities.

(6) No Consequential Damages

Notwithstanding any other provision of the Documents to the contrary, the Lenders, the Operating Lender, the Fronting Lender and the Agent shall not be liable to the Borrower for any consequential, indirect, punitive or exemplary damages with respect to action taken or omitted to be taken by any of them under or in respect of any Letter of Credit.

(7) ICC Publication

The International Standby Practices or the Uniform Customs and Practice for Documentary Credits, in each case, most recently published by the International Chamber of Commerce (the “**ICC Publication**”) shall in all respects apply to each Letter of Credit unless expressly provided to the contrary therein and shall be deemed for such purpose to be a part of this Agreement as if fully incorporated herein. In the event of any conflict or inconsistency between the ICC Publication and the governing law of this Agreement, the ICC Publication shall, to the extent permitted by applicable law, prevail to the extent necessary to remove the conflict or inconsistency.

6.10 **Certain Notices to the Agent with Respect to Letters of Credit**

- (1) For certainty, all Rollover Notices requesting a Rollover of a Letter of Credit under the Operating Facility shall be delivered to the Operating Lender and, in addition to the other provisions hereof applicable to such a Rollover, no Rollover of a Letter of Credit issued under the Operating Facility shall be made unless a Rollover Notice is given to the Operating Lender.
- (2) For certainty, all Rollover Notices requesting a Rollover of a Letter of Credit under the Syndicated Facility shall (a) be delivered to the Agent (rather than directly to the Fronting Lender) and (b) shall be accompanied with an executed Letter of Credit amending instrument in form and substance satisfactory to the Agent and, in addition to the other provisions hereof applicable to such a Rollover, no Rollover of a Letter of Credit issued under the Syndicated Facility shall be made unless a Rollover Notice is given to the Agent in accordance with Section 2.6(2).
- (3) The Operating Lender shall forthwith advise the Agent of any payment under, or cancellation of (whether full or partial), any Letter of Credit issued by the Operating Lender pursuant hereto.

ARTICLE 7 PLACE AND APPLICATION OF PAYMENTS

7.1 **Place of Payment of Principal, Interest and Fees; Payments to Agent**

All payments of principal, interest, fees and other amounts to be made by the Borrower to the Agent, the Operating Lender and the Lenders pursuant to this Agreement shall be made without set-off, counterclaim, deduction or reduction of any nature or kind whatsoever to the Agent (for, as applicable, the account of the applicable Lenders or its own account), the Operating Lender, or the Lenders, as applicable, without set off or counterclaim in the currency in which the Loan is outstanding for value on the day such amount is due, and if such day is not a Banking Day on the Banking Day next following, by deposit or transfer thereof to the Agent's Accounts or a Lender's account (including, for certainty, the Operating Lender), as applicable, or at such other place as the Borrower and the Agent, the Operating Lender or a Lender may from time to time agree. Notwithstanding anything to the contrary expressed or implied in this Agreement, the receipt by the Agent, the Operating Lender or a Lender in accordance with this Agreement of any payment made by the Borrower for the account of any of the applicable Lenders shall, insofar as the Borrower's obligations to the relevant Lenders are concerned, be deemed also to be receipt by such Lenders and the Borrower shall have no liability in respect of any failure or delay on the part of the Agent or such Lender in disbursing or accounting to the relevant Lenders in regard thereto.

7.2 **Designated Accounts of the Lenders**

All payments of principal, interest, fees or other amounts to be made by the Agent or the Borrower to the Lenders pursuant to this Agreement shall be made for value on the day required hereunder, provided the applicable Lender receives funds from the Borrower for value on such day, and if such funds are not so received from the Borrower or if such day is not a Banking

Day, on the Banking Day next following, by deposit or transfer thereof at the time specified herein to the account of each Lender designated by such Lender to the Agent or the Borrower for such purpose or to such other place or account as the Lenders may from time to time notify the Agent.

7.3 **Funds**

Each amount advanced, disbursed or paid hereunder shall be advanced, disbursed or paid, as the case may be, in such form of funds as may from time to time be customarily used in Calgary, Alberta, Toronto, Ontario and New York, New York in the settlement of banking transactions similar to the banking transactions required to give effect to the provisions of this Agreement on the day such advance, disbursement or payment is to be made (for certainty, each such amount advanced, disbursed or paid, as the case may be, in immediately available funds to the extent possible in the relevant jurisdiction).

7.4 **Application of Payments**

Except as otherwise agreed in writing by the Lenders, if any Event of Default shall occur and be continuing, all payments made by the Borrower to the Agent and the Lenders or the Operating Lender shall be applied in the following order:

- (a) to amounts due hereunder as fees other than issuance fees for Letters of Credit;
- (b) to amounts due hereunder as costs and expenses;
- (c) to amounts due hereunder as default interest;
- (d) to amounts due hereunder as interest or issuance fees for Letters of Credit; and
- (e) to amounts due hereunder as principal (including reimbursement obligations in respect of Letters of Credit).

7.5 **Payments Clear of Taxes**

- (1) Any and all payments by the Borrower and the other Loan Parties to the Agent or a Lender hereunder and under the other Documents shall be made free and clear of, and without deduction or withholding for or on account of, any and all present or future Taxes and all liabilities with respect thereto imposed, levied, collected, withheld or assessed by any Governmental Authority or under the laws of any international tax authority imposed on the Agent or a Lender, or by or on behalf of the foregoing. If any Applicable Law (as determined in the good faith of the Borrower or the other Loan Parties, as applicable) requires the deduction or withholding of any Tax from any such payment by the Borrower or any other Loan Party, the Borrower or other applicable Loan Party shall timely withhold and pay the full amount required to be deducted or withheld to the relevant Governmental Authority in accordance with Applicable Law, and if the Tax is an Indemnified Tax or a Tax described in 7.5(2) herein, then the sum payable by the Borrower or applicable Loan Party shall be increased as necessary so that after such required deductions and withholdings had been made (including any additional deductions

or withholdings required in respect payment of additional sums payable under this provision), the applicable Agent or Lender receives an amount equal to the sum it would have received had no such deduction or withholding been made.

- (2) The Borrower agrees to pay any present or future stamp, transfer, registration, excise, issue, documentary or other taxes, charges or similar levies which arise from any payment made under this Agreement or the Loans or in respect of the execution, delivery or registration or the compliance with this Agreement or the other Documents contemplated hereunder, other than Other Connection Taxes.
- (3) The Borrower and the other Loan Parties shall indemnify and hold harmless the Agent and each Lender for the full amount of any Indemnified Taxes or Taxes described in Section 7.5(2) herein (including Indemnified Taxes imposed or asserted on or attributable to amounts payable under this Section 7.5) payable or paid by such Agent or each such Lender and any reasonable expenses arising therefrom or with respect thereto, which arise from any payment made under or pursuant to this Agreement or the Loans or in respect of the execution, delivery or registration of, or compliance with, this Agreement or the other Documents. If a payment or liability described in this Section 7.5(3) is imposed on the Agent or a Lender, the Borrower shall deliver to the Agent or each such Lender, as applicable evidence satisfactory to the Agent or each such Lender, acting reasonably, of the payment to the relevant taxation authority or other authority of the full amount deducted or withheld, which evidence shall be conclusive absent manifest error.
- (4) The Agent and the applicable Lenders shall use reasonable efforts to contest (to the extent contestation is reasonable) an imposition or assertion of Indemnified Taxes and shall reimburse to the Borrower the amount of any reduction or refund of such Indemnified Taxes, to the extent of amounts that have been paid by the Borrower in respect of such Taxes in accordance with this Agreement, as a result of such contestation and, provided that, the Agent and such Lenders, as applicable, shall not have any obligation to expend its own funds, suffer any economic hardship or take any action detrimental to its interests (as determined by the Agent and such Lenders, as applicable, in their sole discretion, acting reasonably) in connection therewith unless it shall have received from the Borrower payment therefor or an indemnity with respect thereto, satisfactory to it.
- (5) If a payment made to a Lender under any Document would be subject to U.S. federal withholding Tax imposed by FATCA or Canadian equivalent legislation, regulations or other guidance if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable) or Canadian equivalent legislation including, for certainty, the *Income Tax Act* (Canada), such Lender shall deliver to the Borrower, the Agent at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower or the Agent such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation requested by the Borrower or the Agent as may be necessary for the Borrower and the Agent to

comply with their obligations under FATCA or Canadian equivalent legislation and to determine that such Lender has complied with such Lender's obligations under FATCA or Canadian equivalent legislation or to determine the amount to deduct and withhold from such payment. Each Lender shall promptly advise the Borrower and the Agent when it becomes aware of any non-compliance. Each Lender agrees that if any documentation it previously delivered pursuant to the foregoing expires or becomes obsolete or inaccurate in any respect, it shall update such documentation or promptly notify the Borrower and the Agent in writing of its legal inability to do so.

7.6

Set Off

- (1) In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, upon the occurrence of an Event of Default which remains unremedied (whether or not the Loans have been accelerated hereunder), the Agent, the Operating Lender and each applicable Lender shall have the right (and are hereby authorized by the Borrower) at any time and from time to time to combine all or any of the Borrower's and the other Loan Party's accounts with the Agent, the Operating Lender or such Lender, as the case may be, and to set off and to appropriate and to apply any and all deposits (general or special, term or demand) including, but not limited to, indebtedness evidenced by certificates of deposit whether matured or unmatured, and any other indebtedness at any time held by the Borrower or owing by such Lender, the Operating Lender or the Agent, as the case may be, to or for the credit or account of the Borrower against and towards the satisfaction of any Obligations owing by the Borrower, and may do so notwithstanding that the balances of such accounts and the liabilities are expressed in different currencies, and the Agent, the Operating Lender and each such Lender are hereby authorized to effect any necessary currency conversions at the rate of exchange announced by the Bank of Canada at approximately the end of business (Toronto time) on the Banking Day before the day of conversion.
- (2) The Agent, the Operating Lender or the applicable Lender, as the case may be, shall notify the Borrower or the other applicable Loan Party of any such set off from the Borrower's or applicable Loan Party's accounts within a reasonable period of time thereafter, although the Agent, the Operating Lender or the other applicable Lender, as the case may be, shall not be liable to the Borrower or any other Loan Party for its failure to so notify.

7.7

Margin Changes; Adjustments for Margin Changes

- (1) Changes in Applicable Pricing Rate shall be effective:
 - (a) from and as of the third Banking Day following the date on which the Borrower delivers a Compliance Certificate in accordance with Section 9.1(e) evidencing a change in the Funded Debt to EBITDA Ratio which results in a change in the Applicable Pricing Rate in accordance with the provisions of such definition; and

- (b) without the necessity of notice to the Borrower.
- (2) For any Loans outstanding as of the effective date of a change in an Applicable Pricing Rate:
 - (a) in the case of increases in such rates per annum, the Borrower shall pay to the Agent for the account of the applicable Lenders such additional interest or fees, as the case may be, as may be required to give effect to the relevant increases in the interest or fees payable on or in respect of such Loans from and as of the effective date of the relevant increase in rates; and
 - (b) in the case of decreases in such rates per annum, the Borrower shall receive a credit against subsequent interest payable on Loans or fees payable pursuant to Section 5.8, as the case may be, to the extent necessary to give effect to the relevant decreases in the interest or fees payable on or in respect of such Loans from and as of the effective date of the relevant decrease in rates.
- (3) The additional payments required by Section 7.7(2)(a) shall be made on the successive interest and fee payment dates. The adjustments required by Section 7.7(2)(b) shall be accounted for in successive interest and fee payments by the Borrower until the amount of the credit therein contemplated has been fully applied; provided that, upon satisfaction in full of all Obligations and cancellation of all Credit Facilities in accordance herewith, the Lenders shall pay to the Borrower an amount equal to any such credit which remains outstanding.
- (4) Notwithstanding the foregoing provisions of this Section 7.7, if the Borrower has failed to deliver a Compliance Certificate for the immediately preceding Fiscal Quarter in accordance with the provisions hereof, then the Funded Debt to EBITDA Ratio shall be deemed to be greater than 3.50:1.00 for the purposes of determining the Applicable Pricing Rate until the Borrower has remedied such failure and delivered such Compliance Certificate (and, from and after such delivery, the Applicable Pricing Rate shall be based upon the Funded Debt to EBITDA Ratio set forth in such Compliance Certificate for the remainder of the period until the next such Compliance Certificate is required to be delivered hereunder).

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties

- (1) The Borrower represents and warrants as follows to the Agent and to each of the Lenders and acknowledges and confirms that the Agent and each of the Lenders is relying upon such representations and warranties:
 - (a) Existence and Good Standing

Each Loan Party is a corporation validly existing and in good standing under the laws of its jurisdiction of incorporation or is a partnership or trust validly existing under the laws of its jurisdiction of formation organization; each is

duly registered in all other jurisdictions where the nature of its property or character of its business requires registration, except for jurisdictions where the failure to be so registered or qualified would not have a Material Adverse Effect, and has all necessary power, capacity and authority to own its properties and carry on its business as presently carried on or as contemplated by the Documents.

(b) Authority

Each Loan Party has full power, legal right and authority to enter into the Documents to which it is a party and do all such acts and things as are required by such Documents to be done, observed or performed, in accordance with the terms thereof.

(c) Valid Authorization and Execution

Each Loan Party has taken all necessary corporate, partnership, trust and other action (as applicable) of its directors, shareholders, partners, trustees and other persons (as applicable) to authorize the execution, delivery and performance of the Documents to which it is a party and to observe and perform the provisions thereof in accordance with the terms therein contained.

(d) Validity of Agreement – Non Conflict

None of the authorization, execution or delivery of this Agreement or the other Documents or performance of any obligation pursuant hereto or thereto requires or will require, pursuant to applicable law now in effect, any approval or consent of any Governmental Authority having jurisdiction (except such as has already been obtained and are in full force and effect) nor is in conflict with or, contravention of (i) any Loan Party's articles, by laws or other constating documents or any resolutions of directors or shareholders or partners or the provisions of its partnership agreement, limited partnership agreement or declaration of trust or trust indenture (as applicable) or (ii) the provisions of any other indenture, instrument, undertaking or other agreement to which any Loan Party is a party or by which they or their properties or assets are bound, the contravention of which would have or would reasonably be expected to have a Material Adverse Effect. The Documents when executed and delivered will constitute valid and legally binding obligations of each Loan Party which is a party thereto enforceable against each such party in accordance with their respective terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

(e) Ownership of Property

Each Loan Party has good and marketable title to its property, assets and undertaking, subject to Permitted Encumbrances and to minor defects of title which, individually and in the aggregate, do not materially affect their respective rights of ownership therein or the value thereof or their right or ability to utilize the same in the conduct of their business and affairs.

The Borrower is not aware of any claim, event, occurrence or right granted to any other person, of any kind whatsoever, that has resulted in or would result in loss of all or any part of the interest of any Loan Party in any part of their respective property, other than a loss that would not have or would not reasonably be expected to have a Material Adverse Effect.

(f) Funded Debt

No Loan Party or any of their Subsidiaries has created, incurred, assumed, suffered to exist, or entered into any contract, instrument or undertaking pursuant to which, such Loan Party or such Subsidiary is now or may hereafter become liable for any Funded Debt except for Permitted Debt.

(g) Encumbrances

No Loan Party or any of their Subsidiaries has created, incurred, assumed, suffered to exist, or entered into any contract, instrument or undertaking pursuant to which, any person may have or be entitled to any Security Interest on or in respect of its property and assets or any part thereof except for Permitted Encumbrances.

(h) No Material Adverse Effect

No Material Adverse Effect has occurred since the date of the most recently provided audited financial statements of the Parent delivered to the Agent.

(i) No Omissions

Each Loan Party has made available to the Agent and the Lenders all material information necessary to make any representations, warranties and statements contained in this Agreement not misleading in any material respect in light of the circumstances in which they are given.

(j) Non Default

No Default or Event of Default has occurred or is continuing or would occur following any Drawdown hereunder.

(k) Financial Condition

- (i) The audited and unaudited consolidated financial statements of the Parent delivered to the Lenders and the Agent pursuant hereto

present fairly, in all material respects, the consolidated financial condition of the Parent as at the respective dates thereof and the results of the consolidated operations thereof for the Fiscal Year or Fiscal Quarter (as applicable) then ending, all in accordance with generally accepted accounting principles consistently applied.

- (ii) Except as has been disclosed to the Agent by written notice in accordance with the provisions of this Agreement, no filing is imminent of a report of a material change as required to be filed by the Parent, the Borrower or any other Subsidiary with any securities commission or exchange or with any Governmental Authority having jurisdiction over the issuance and sale of securities of the Parent, the Borrower or any other Subsidiary and which material change would have or would reasonably be expected to have a Material Adverse Effect.

(l) Information Provided

All information, materials and documents, including all throughput and cash flow projections, economic models, engineering data, capital and operating budgets and other information and data:

- (i) prepared by any Loan Party or any of their Subsidiaries and provided to the Agent in respect of the transactions contemplated by this Agreement, or as required by the terms of this Agreement, were, in the case of financial projections and other forward looking financial information, prepared in good faith based upon reasonable assumptions at the date of preparation, and, in all other cases, true, complete and correct in all material respects as of the respective dates thereof; and
- (ii) to the extent prepared by persons other than the Loan Parties or any of their Subsidiaries and provided to the Agent by or on behalf of the Loan Parties or any of their Subsidiaries in respect of the transactions contemplated by this Agreement, or as required by the terms of this Agreement, were, to the best of the knowledge of the Borrower, prepared in good faith based upon reasonable assumptions at the date of preparation and were true, complete and correct in all material respects as of the respective dates thereof.

(m) Absence of Litigation

There are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Loan Parties or any of their Subsidiaries, their property or any of their undertakings and assets at law, in equity or before any arbitrator or before or by any Governmental Authority having jurisdiction in the premises in respect of which there is a

reasonable possibility of a determination adverse to the Loan Parties or any of their Subsidiaries and which, if determined adversely, would have or would reasonably be expected to have a Material Adverse Effect.

(n) Compliance with Applicable Laws, Court Orders and Agreements

Each Loan Party and each of their Subsidiaries and their respective property, businesses and operations are in compliance with all Applicable Laws, all applicable directives, judgments, decrees, injunctions and orders rendered by any Governmental Authority or court of competent jurisdiction, their articles, by laws and other constating and organizational documents, all agreements or instruments to which any of them is a party or by which any of their property or assets are bound, and any employee benefit plans, except to the extent that failure to so comply would not have and would not reasonably be expected to have a Material Adverse Effect.

(o) Required Permits in Effect

All Required Permits are in full force and effect, except to the extent that the failure to have or maintain the same in full force and effect would not, when taken in the aggregate, have or reasonably be expected to have a Material Adverse Effect.

(p) Remittances Up to Date

All of the material remittances required to be made by the Loan Parties and their Subsidiaries to Governmental Authorities have been made and are currently up to date and there are no outstanding arrears, other than those which are being contested by a Permitted Contest.

(q) Environmental

(i) To the best of the knowledge and belief of the Borrower, after due inquiry, (A) the Loan Parties and each of their Subsidiaries and their respective properties, assets and undertakings taken as a whole comply in all respects with all Environmental Laws except to the extent that failure to so comply would not have and would not reasonably be expected to have a Material Adverse Effect, and (B) the businesses, activities and operations of same and the use of their respective properties, assets and undertakings and the processes and undertakings performed thereon comply in all respects with all Environmental Laws except to the extent that failure to so comply would not have and would not reasonably be expected to have a Material Adverse Effect; further, the Borrower does not know, and has no reasonable grounds to know, of any facts which result in or constitute or are likely to give rise to non-compliance by a Loan Party and any of their respective Subsidiaries with any

Environmental Laws, which facts or non-compliance have or would reasonably be expected to have a Material Adverse Effect.

- (ii) The Loan Parties and their respective Subsidiaries have not received written notice and, except as previously disclosed to the Agent in writing, have no knowledge after due inquiry, of any facts which could give rise to any notice of non-compliance by the Loan Parties or any of their respective Subsidiaries with any Environmental Laws, which non-compliance has or would reasonably be expected to have a Material Adverse Effect and none of the Loan Parties or any of their respective Subsidiaries has received any notice that the Loan Parties or any of their respective Subsidiaries is a potentially responsible party for a federal, provincial, regional, municipal or local clean up or corrective action in connection with their respective properties, assets and undertakings where such clean up or corrective action has or would reasonably be expected to have a Material Adverse Effect.

(r) Taxes

Each Loan Party and each of their Subsidiaries has duly filed on a timely basis all tax returns required to be filed and have paid all Taxes which are due and payable other than such Taxes which the failure to pay, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect or which are being contested by a Permitted Contest, and have paid all material assessments and reassessments, and all other material governmental charges, governmental royalties, penalties, interest and fines claimed against them, other than those which are being contested by them by Permitted Contest; they have made adequate provision for, and all required instalment payments have been made in respect of, Taxes payable for the current period for which returns are not yet required to be filed except to the extent that failure to do so has not had and would not reasonably be expected to have a Material Adverse Effect; there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by them or the payment of any Taxes, other than those which are the subject of a Permitted Contest; there are no actions or proceedings being taken by any taxation authority in any jurisdictions where any Loan Party carries on business to enforce the payment of any Taxes by them other than those which are being contested by them by Permitted Contest.

(s) Subsidiaries and Material Subsidiaries

The only Material Subsidiaries are KBL Limited Partnership/KBL S.E.C., K-Bro Linen Limited, Canada HoldCo, FTL UK Acquisition Co, FTL Guernsey, FTL, FSL, Shortridge Ltd, Buanderie C.M. Inc, the Project Stellar Target, the Project Stellar Subsidiaries and any other Subsidiary of

the Borrower or the Parent which, after the date hereof, has granted Security to the Agent in accordance with the provisions hereof.

(t) Intellectual Property

Each Loan Party and their respective Subsidiaries have, or have the legal right to use, all Intellectual Property necessary for the operation and conduct of their business, affairs, operations and processes, except to the extent that the failure to have the same has not had and would not reasonably be expected to have a Material Adverse Effect and, to the best of their knowledge and belief, no person has asserted any claim or taken any step or proceedings to prohibit or limit the use of such Intellectual Property by any Loan Party and their respective Subsidiaries, in respect of which claim, step or proceedings there is a reasonable likelihood of a determination adverse to any Loan Party or any of their Subsidiaries and which, if determined adversely, would have or would reasonably be expected to have a Material Adverse Effect.

(u) Insurance

To the extent they hold title to any property other than Ownership Interest, each Loan Party maintains, with financially sound and reputable insurers, insurance with respect to their respective properties and businesses and against such casualties and contingencies and in such types and amounts as are in accordance with customary business practices for corporations of similar size and type of business and operations to the extent required pursuant to Section 9.1(q) hereof.

(v) Sanctions Laws and Anti-Money Laundering Laws

- (i) Neither the Loan Parties nor any of their Subsidiaries or any other person that has provided Security is in breach of or is, to its knowledge, the subject of any investigation under any Anti-Money Laundering Laws.
- (ii) Neither the Loan Parties nor any of their Subsidiaries or any other person that has provided Security has received or been assessed any civil and/or criminal penalty under any Anti-Money Laundering Laws or Sanctions Laws or has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws.
- (iii) The Loan Parties and their Subsidiaries have taken reasonable measures to ensure compliance in all material respects with Anti-Money Laundering Laws.
- (iv) None of the Loan Parties, any of their Subsidiaries, any other person that has granted Security, any director, officer, or to the actual knowledge of the Loan Parties, any employee of the Loan Parties

(A) is a Sanctioned Person, (B) to the actual knowledge of the Borrower, has any business affiliation or commercial dealings with a Sanctioned Person to the extent such business affiliation or commercial dealings breaches Sanctions Laws or (C) is in breach of or, to its actual knowledge, the subject of any investigation under, any Sanctions Laws.

(v) No proceeds from any Loan have been used, directly or, to the Borrower's actual knowledge indirectly, to lend, contribute, provide, or have otherwise been made available to fund, any activity or business with or related to any Sanctioned Person in breach of Sanctions Laws.

(w) Material Contracts

(i) The Borrower and the other Loan Parties are in compliance in all material respects with all Material Contracts, (ii) there is no subsisting default under any Material Contract which is reasonably likely to result in the termination of such Material Contract and (iii) except for any Material Contracts which have expired or otherwise been terminated in accordance with their terms (for, certainly, not as a result of any default or breach by a Loan Party thereunder), each of the Material Contracts remains in full force and effect.

(x) Solvency

Each Loan Party is solvent and the Loan Parties and their Subsidiaries, on a consolidated basis, are able to realize upon their assets and pay their debts and other liabilities, contingent obligations and other commitments, on a consolidated basis, as they mature in the normal course of business.

(y) Fiscal Year

The Fiscal Year end of the Borrower is December 31.

(z) Labour Matters

There is no existing strike, lock-out or other dispute relating to any collective bargaining agreement to which a Loan Party is party or, to the best of the knowledge of the Loan Parties, threatened against any of them such as has had or would reasonably be expected to have a Material Adverse Effect.

(aa) Pension Matters

(i) No Canadian Pension Event has occurred or is reasonably expected to occur that, when taken together with all other Canadian Pension Events for which liability is reasonably expected to occur, would reasonably be expected to result in a Material Adverse Effect. As of

the date hereof, the Borrower and any other Loan Party do not sponsor, maintain, participate in, contribute to or have any liability to any Canadian Pension Plan and, after the date hereof, all Canadian Multi-Employer Pension Plans and Canadian Pension Plans are listed in Schedule I annexed hereto. Except where any failure to comply would not reasonably be expected to result in a Material Adverse Effect, the Canadian Pension Plans are in compliance in form and operation with its terms and with the *Income Tax Act* (Canada) and applicable pension standards legislation. Except where any failure to comply would not reasonably be expected to result in a Material Adverse Effect, the Borrower and any other Loan Party are in compliance with its obligations with respect to any Canadian Multi-Employer Pension Plan. The liabilities of the Borrower and any other Loan Party in relation to any Canadian Multi-Employer Pension Plan are limited to the required employer-contributions in accordance with the applicable collective agreement and the Borrower and any other Loan Party do not have any liabilities or obligations for unfunded liabilities or solvency deficiencies in relation to any Canadian Multi-Employer Pension Plan.

- (ii) Except for the DB Schemes, no Loan Party which is incorporated in any jurisdiction in the United Kingdom is or has been at any time an employer (for the purposes of sections 38 to 51 of the Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the Pensions Schemes Act 1993) or is “connected” with or an “associate of” (as those terms are used in sections 38 or 43 of the Pensions Act 2004) such an employer.

(bb) Ownership Interests in Borrower

All Ownership Interests in the capital of the Borrower are owned by the Parent.

(cc) Real Property

The Real Property set forth in Schedule J annexed hereto constitutes all of the Real Property of the Loan Parties.

(dd) FTL Guernsey

FTL Guernsey has no assets other than Ownership Interests in other Loan Parties, intercompany obligations owed to it and monies on deposit in the deposit accounts in the name of FTL Guernsey with Lloyds Bank plc, if any.

(ee) Deposit Accounts

No Loan Party maintains a deposit account with any person other than (a) the Agent, (b) the deposit accounts with an Acceptable Bank and identified in Schedule L annexed hereto and (c) as expressly permitted pursuant to the Section 9.1(s) hereof.

(ff) National Security and Investments Act (2021)

- (i) No Specified Acquisition is a Notifiable Acquisition
- (ii) No remedies, legal proceeding, enforcement action or appeals have been issued or are pending involving a Loan Party pursuant to Part 2 and Part 3 of the NS&IA.

8.2 Deemed Repetition

On the date of delivery by the Borrower of a Drawdown Notice to the Agent or the Operating Lender, as applicable, and again on the date of any Drawdown made by the Borrower pursuant thereto:

- (a) except those representations and warranties which are stated to be made as at a specific date, or which the Borrower has notified applicable Lenders in writing cannot be repeated for such Drawdown and in respect of which such Lenders have waived in writing (with or without terms or conditions) the application of the condition precedent in Section 3.1(b) for such Drawdown, each of the representations and warranties contained in Section 8.1 shall be deemed to be repeated; and
- (b) the Borrower shall be deemed to have represented to the Agent and the Lenders that, except as has otherwise been notified to the Agent in writing and has been waived in accordance herewith, no Default or Event of Default has occurred and is continuing nor will a Default or Event of Default occur as a result of the aforementioned Drawdown.

8.3 Other Documents

All representations, warranties, certifications and statements of the Borrower, Material Subsidiary and each other Loan Party contained in any other Document delivered pursuant hereto or thereto shall be deemed to constitute representations and warranties made by the Borrower to the Agent and the Lenders under Section 8.1 of this Agreement.

8.4 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder or in any certificate, notice, instrument or other Document delivered in connection herewith, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof or as at another date.

8.5 Nature of Representations and Warranties

The representations and warranties set out in this Agreement or deemed to be made pursuant hereto shall survive the execution and delivery of this Agreement and the making of each Drawdown, notwithstanding any investigations or examinations which may be made by the Agent, the Lenders or Lenders' Counsel. Such representations and warranties shall survive until this Agreement has been terminated, provided that the representations and warranties relating to environmental matters shall survive the termination of this Agreement.

ARTICLE 9 GENERAL COVENANTS

9.1 Affirmative Covenants of the Borrower

So long as any Obligation is outstanding or any Credit Facility is available hereunder, the Borrower covenants and agrees with each of the Lenders and the Agent that, unless (subject to Section 15.10) a Majority of the Lenders otherwise consent in writing:

(a) **Punctual Payment and Performance**

It shall duly and punctually pay the principal of all Loans, all interest thereon and all fees and other amounts required to be paid by it hereunder in the manner specified hereunder and the Borrower shall, and shall cause each other Loan Party to, perform and observe all of its respective obligations under this Agreement and under any other Document to which any of them is a party.

(b) **Books and Records**

It shall, and shall cause each other Loan Party to, keep proper books of record and account in which complete and correct entries will be made of its transactions in accordance with generally accepted accounting principles.

(c) **Maintenance and Operation**

It shall do or cause to be done, and will cause each other Loan Party and each of their Subsidiaries to do or cause to be done, in all respects (i) all things necessary or required to have all its properties, assets and operations owned, operated and maintained in accordance with diligent and prudent industry practice and Applicable Laws except to the extent that the failure to do or cause to be done the same would not have and would not reasonably be expected to have a Material Adverse Effect and (ii) all things necessary or required at all times for the same to be owned, operated, maintained and used in compliance with all terms of any applicable insurance policy to the extent necessary under each such policy (for certainty, so as not to permit an insurer to deny coverage thereunder).

(d) Maintain Existence; Compliance with Legislation Generally; Required Permits

Except as otherwise permitted by Section 9.2(c) and 9.2(j), the Borrower shall, and shall cause each other Loan Party to, to preserve and maintain its corporate, partnership or trust existence (as the case may be) as a corporation, partnership or trust existing under the laws of its applicable jurisdiction of organization. The Borrower shall do or cause to be done, and shall cause each other Loan Party and each of their Subsidiaries to do or cause to be done, all acts necessary or desirable to comply, in all respects, with all Applicable Laws and all agreements or instruments to which it is a party or by which its property or assets are bound, except (other than in the case of violations of laws relating to Anti-Money Laundering Law and Sanctions Laws) where such failure to comply does not and would not reasonably be expected to have a Material Adverse Effect, and to preserve and keep in full force and effect all Required Permits and all other franchises, licences, rights, privileges, permits and Governmental Authorizations necessary to enable it and the other Loan Parties to operate and conduct their respective businesses in accordance with prudent industry practice, except to the extent that the failure to have any of the same does not and would not reasonably be expected to have a Material Adverse Effect.

(e) Budgets, Financial Statements and Other Information

The Borrower shall deliver, or cause to be delivered, to the Agent with sufficient copies for each of the Lenders:

- (i) Annual Capital and Operating Budgets – as soon as available and, in any event, within 120 days after the end of each of its Fiscal Years, a copy of the annual consolidated capital budget and operating budget including planned acquisitions of the Parent and its Subsidiaries for the next three (3) Fiscal Years and consisting of *pro forma* balance sheets, statements of income and statements of cash flows, each such operating budget to be broken down on a quarterly basis including with detailed financial covenant calculations;
- (ii) Annual Financials - as soon as available and, in any event, within 120 days after the end of each of its fiscal years, copies of the Parent's audited annual financial statements on a consolidated basis consisting of a balance sheet, statement of operations, statement of comprehensive income and statement of cash flows for each such fiscal year, together with the notes thereto, all prepared in accordance with generally accepted accounting principles consistently applied, together with a report and an audit opinion of the Parent's auditors thereon;

- (iii) Quarterly Financials - as soon as available and, in any event within 45 days after the end of each of its first, second and third fiscal quarters, copies of the Parent's unaudited quarterly condensed financial statements on a consolidated basis, in each case consisting of a balance sheet, statement of operations, statement of comprehensive income and statement of cash flows for each such period all in reasonable detail and stating in comparative form the figures for the corresponding date and period in the previous fiscal year, all prepared in accordance with generally accepted accounting principles consistently applied;
- (iv) Compliance Certificate - concurrently with furnishing the financial statements pursuant to Sections 9.1(e)(ii) and (iii), a Compliance Certificate signed by any one of the president, chief executive officer, chief financial officer, vice president finance or treasurer of the Borrower and (1) stating that, *inter alia*, the representations and warranties in Section 8.1 are true and accurate in all respects (or, if applicable, specifying those that are not), (2) stating that no Default or Event of Default has occurred and is continuing (or, if applicable, specifying those defaults or events notified in accordance with Section 9.1(h) below), (3) demonstrating compliance with all covenants contained herein, including the financial covenants contained in Section 9.3, (4) including a tax reconciliation showing current and future taxes and (5) in connection with IFRS 16, a schedule which sets out a reconciliation of the calculation of the financial ratios set out in the Compliance Certificate with the financial statements delivered for the period to which such Compliance Certificate relates;
- (v) Financial Instruments – unless detailed in the financial statements furnished pursuant to Sections 9.1(e)(ii) and (iii), concurrently with furnishing such financial statements, a report on the status of all outstanding Financial Instruments, such report to be in a form and containing such information as may be required by the Lenders, acting reasonably;
- (vi) Summary of Surety/Performance Bonds – concurrently with furnishing the financial statements pursuant to Sections 9.1(e)(ii), a summary of all surety bonds and performance bonds issued for the benefit of a Loan Party or Loan Parties, including a calculation of the aggregate sum of all surety bonds and performance bonds;
- (vii) Organizational Chart – at the request of the Agent, an updated organizational chart;
- (viii) AML and KYC – promptly following any request therefor, information and documentation reasonably requested by the Agent

or any Lender for purposes of compliance with applicable Anti-Money Laundering Laws (including, without limitation, “know your customer” rules and regulations); and

- (ix) Other - at the request of the Agent, such other information, reports, engineering data, certificates, projections of income and cash flow or other matters affecting the business, affairs, financial condition, property or assets of the Parent, the Borrower, the other Loan Parties and their Subsidiaries or the business, affairs, financial condition, property or assets of any of them as the Agent may reasonably request.

(f) Rights of Inspection

At any reasonable time and from time to time upon reasonable prior notice, the Borrower shall permit, and shall cause each other Loan Party and each of their Subsidiaries to permit, the Agent and any Lender or any representative thereof (at the expense of the Borrower during the continuance of a Default or Event of Default and, otherwise, at the expense of the Agent or such Lender, as applicable) to (i) examine and make copies of and abstracts from its records and books of account, (ii) visit and inspect its premises and properties (in each case at the risk of the Borrower, except for the gross negligence or wilful misconduct of the inspecting party or the failure of any such inspecting party to comply with Applicable Law and the Borrower’s, each other Loan Party’s or any such other Subsidiary’s health and safety requirements, as advised to such inspecting party), and (iii) discuss its affairs, operations, finances and accounts with any of its officers or directors.

(g) Notice of Material Litigation

The Borrower shall promptly give written notice to the Agent of any litigation, proceeding or dispute affecting the Borrower, any other Loan Party or any of their Subsidiaries in respect of a demand or claim in respect of which there is a reasonable possibility of an adverse determination and which if adversely determined would reasonably be expected to result in a liability, obligation or judgement in excess of Cdn.\$[*Threshold redacted*] or have a Material Adverse Effect, and shall from time to time furnish to the Agent all reasonable information requested by the Agent concerning the status of any such litigation, proceeding or dispute.

(h) Notice of Default or Event of Default

The Borrower shall deliver to the Agent, as soon as reasonably practicable, and in any event no later than 3 Banking Days after becoming aware of a Default or the occurrence of an Event of Default, an Officer’s Certificate

describing in detail such Default or such Event of Default and specifying the steps, if any, being taken to cure or remedy the same.

(i) Notice of Material Adverse Effect

The Borrower shall, as soon as reasonably practicable, promptly notify the Agent of any event, circumstance or condition that has had or is reasonably likely to have a Material Adverse Effect.

(j) Notice of New Subsidiaries

The Borrower shall promptly give written notice to the Agent of the acquisition, creation or existence of each new Subsidiary after the date hereof.

(k) Notice of Intended Dispositions of Assets

The Borrower shall provide prior written notice to the Agent of any intended sale, transfer, assignment or other disposition by the Borrower and the other Loan Parties of any of their assets or property (excluding, for certainty, inventory and sales in the ordinary course of business), if such sale, transfer, assignment or other disposition is not identified in a budget delivered to the Agent and if the proceeds of any such sale exceeds 5% of Consolidated Net Tangible Assets during any Fiscal Year, such notice to be provided by the Borrower to the Agent not less than 10 Banking Days prior to the intended closing of any such sale, transfer, assignment or other disposition.

(l) Notice of Insurance Claims

The Borrower shall provide prior written notice to the Agent of any insurance claim or intended insurance claim of the Borrower or any other Loan Party if the proceeds of any such insurance claim exceed, in aggregate, Cdn.\$[*Threshold redacted*] during any Fiscal Year.

(m) Payment of Royalties, Taxes, Withholdings, etc.

The Borrower shall, and shall cause the other Loan Parties to, from time to time, pay or cause to be paid all royalties, rents, Taxes, rates, levies or assessments, ordinary or extraordinary, governmental fees or dues, and to make and remit all withholdings, lawfully levied, assessed or imposed upon the Loan Parties or any of the assets of the Loan Parties, as and when the same become due and payable, except when and so long as the validity of any such royalties, rents, Taxes, rates, levies, assessments, fees, dues or withholdings is being contested by the Loan Parties by a Permitted Contest.

(n) Payment of Preferred Claims

The Borrower shall, and shall cause the other Loan Parties to, from time to time pay when due or cause to be paid when due all amounts related to wages, workers' compensation obligations, government royalties or pension fund obligations and any other amount which may result in a lien, charge, Security Interest or similar encumbrance (other than a Permitted Encumbrance) against the assets of the Loan Parties arising under statute or regulation, except when and so long as the validity of any such amounts or other obligations is being contested by the Loan Parties by a Permitted Contest.

(o) Environmental Covenants

(i) Without limiting the generality of Section 9.1(d) above, the Borrower shall, and shall cause each other Loan Party and each of their Subsidiaries to, conduct their business and operations so as to comply at all times with all Environmental Laws if the consequence of a failure to comply, either alone or in conjunction with any other such non compliances, would have or would reasonably be expected to have a Material Adverse Effect.

(ii) If any of the Loan Parties or any of their Subsidiaries shall:

(A) receive or give any notice that a violation of any Environmental Law has or may have been committed or is about to be committed by the same, and if such violation has or would reasonably be expected to have a Material Adverse Effect or a liability to the Borrower, the other Loan Parties or their Subsidiaries in excess of Cdn.\$[*Threshold redacted*];

(B) receive any notice that a complaint, proceeding or order has been filed or is about to be filed against the same alleging a violation of any Environmental Law, and if such violation would reasonably be expected to have a Material Adverse Effect or a liability to the Borrower, the other Loan Parties or their Subsidiaries in excess of Cdn.\$[*Threshold redacted*]; or

(C) receive any notice requiring the Loan Parties or any of their Subsidiaries, as the case may be, to take any action in connection with the release of Hazardous Materials into the environment or alleging that the Loan Parties or any such Subsidiary may be liable or responsible for costs associated with a response to or to clean up a Release of Hazardous Materials into the environment or any damages caused thereby in excess of Cdn.\$[*Threshold redacted*], or if such action or liability has or would reasonably be expected to have a Material Adverse Effect,

the Borrower shall promptly provide the Agent with a copy of such notice and shall, or shall cause each other Loan Party or such Subsidiary to, furnish to the Agent from time to time all reasonable information requested by the Agent relating to the same.

(p) Use of Loans

The Borrower shall use all Loans and the proceeds thereof solely for the purposes set forth in Section 2.3 hereof.

(q) Required Insurance

The Borrower shall, and shall cause the other Loan Parties to (i) maintain, in full force and effect, with financially sound and reputable insurers liability insurance and, to the extent they hold title to any property other than Ownership Interests, and such property is of an insurable nature (collectively, “**Insurable Property**”), insurance with respect to their Insurable Property against such casualties and contingencies, and in such types and such amounts, as shall be in accordance with customary business practices for corporations of similar size and type of business and operations as the Loan Parties, to the extent such insurance is available on reasonable commercial terms and (ii) at the request of the Agent or any Lender or Lenders (such request to be made not more than once per calendar year), to provide evidence thereof satisfactory to the Agent and such Lender or Lenders.

(r) Ownership of Assets

The Borrower shall ensure that it and the other Loan Parties who have provided Security hereunder (i) legally, beneficially and directly own not less than 95% of the Consolidated Net Tangible Assets as at each Fiscal Quarter End and (ii) have combined EBITDA attributable to them equal to or greater than 95% of the consolidated EBITDA of the Parent over the previous 12 months, as calculated at each Fiscal Quarter End, in each case, based on the most recent financial statements of the Parent.

In connection with the foregoing, to the extent the Borrower has completed a Permitted Acquisition by way of acquiring all of the Ownership Interests in a new Subsidiary, such Subsidiary shall be deemed to be a “Loan Party who has provided Security” immediately subsequent to the closing of such acquisition provided the Borrower has caused the Security (and other deliverables required pursuant to subparagraph (a)(viii) of the definition of “Permitted Acquisition”) to be delivered within the 60 day period provided for therein except in respect of Project Stellar for which such Security and related deliverables shall be executed and delivered within 90 days of the closing of Project Stellar.

(s) Deposit Accounts

The Borrower shall ensure that (i) all deposit and operating accounts of the Loan Parties located in Canada shall be maintained with the Agent (other than (A) fiduciary accounts and payroll accounts, (B) withholding tax accounts and (C) other accounts with, in aggregate, an average monthly balance less than \$[*Threshold redacted*] (or the Equivalent Amount thereof)); and (ii) all deposit and operating accounts of the Loan Parties located in the United Kingdom and/or Guernsey shall be maintained with an Acceptable Bank (other than (A) fiduciary accounts and payroll accounts, (B) withholding tax accounts, (C) other accounts with, in aggregate, an average monthly balance less than £[*Threshold redacted*] (or the Equivalent Amount thereof), provided that, to the extent there is greater than £[*Threshold redacted*] (or the Equivalent Amount thereof) in aggregate in such other accounts, such other accounts shall be subject to notice of charge to, and acknowledgement of account bank, in form and substance satisfactory to the Agent, acting reasonably, or all other matters shall have been taken to ensure the Security Interest of the Agent pursuant to the Security has been protected and perfected, and provided further that, no such notice of charge to, and acknowledgement of account bank, is required in respect of any deposit or operating accounts located in Scotland in the name of any Loan Party on the date of this Agreement, or in respect of the deposit account identified in paragraph (D) below, and (D) other accounts consented to by the Majority of the Lenders).

(t) Sanctions Laws and Anti-Money Laundering Laws

- (i) The Borrower shall ensure that it, each other Loan Party and each of their Subsidiaries shall comply with Anti-Money Laundering Laws. The Borrower shall, and shall cause the other Loan Parties and each of their Subsidiaries to, use commercially reasonable efforts to ensure that no funds are used to pay or repay, as applicable, the Obligations which are known to be, believed to be, or known or believed to possibly be derived from any unlawful activity, including, but not limited to, activity in violation of Anti-Money Laundering Laws.
- (ii) The Borrower shall ensure that (A) it, each other Loan Party and each of their Subsidiaries, do not violate Sanctions Laws, (B) neither it, any other Loan Party nor any of their Subsidiaries become a Sanctioned Person, and (C) no proceeds from any Loan will be used, directly or, to its actual knowledge, indirectly, to lend, contribute, provide or otherwise be made available to fund, any activity or business with or related to any Sanctioned Person in violation of Sanctions Laws.

(u) Wholly-Owned Subsidiaries

Subject to Sections 9.2(c) and 9.2(j), the Borrower shall ensure that all Material Subsidiaries shall remain Wholly-Owned Subsidiaries of the Parent.

(v) Keepwell

The Borrower shall ensure that, to the extent it or any other Loan Party is a Qualified ECP Guarantor, such person shall absolutely, unconditionally and irrevocably undertake to provide such funds or other support as may be needed from time to time by any Material Subsidiary or any other Loan Party (that has provided a Guarantee to the Agent, the Lenders, the Hedging Affiliates and the Bank Product Providers) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, the Borrower and the other Loan Parties shall only be liable under such undertaking for the maximum amount of such liability that can be incurred without rendering its obligations under this undertaking, or otherwise under the Documents to which it is a party, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Borrower and the other Loan Parties under this undertaking shall remain in full force and effect until discharged in accordance with the provisions of the relevant Document. The Borrower intends that this Section and the undertaking provided for shall constitute, and shall be deemed to constitute, a “keepwell, support, or other agreement” for the benefit of the Borrower and the other Loan Parties for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

(w) Environmental Audit

If (i)(A) a Governmental Authority shall require the clean-up, abatement or removal by a Loan Party of Hazardous Materials from any Real Property, or (B) the Agent, acting reasonably, believes that a Loan Party is or may be in violation of Environmental Law in relation to any Real Property, and (ii) such clean-up, abatement, removal or violation has had or would reasonably be expected to have a Material Adverse Effect, the Borrower shall, at the request of the Agent, and at the Borrower’s expense, obtain and provide to the Agent an environmental audit or inspection on any Real Property, or any part thereof, as determined by the Agent, prepared by auditors or inspectors acceptable to the Agent, acting reasonably.

(x) Landlord Waivers and Leasehold Mortgages

(i) The Borrower shall use commercially reasonable best efforts to deliver to the Agent, not later than 60 days from the date on which any leased Real Property in Canada of a Loan Party accumulates fixed assets with a net book value in excess of Cdn.\$[*Threshold*

redacted] (or the Equivalent Amount thereof) (or such later date as is agreed to by the Agent), landlord waivers and leasehold mortgages in respect such leased Real Property and, if requested, non-disturbance agreements acceptable to the Agent, acting reasonably (together with an Officer's Certificate and a legal opinion in form and substance satisfactory to the Agent, acting reasonably, in respect of the leasehold mortgages).

- (ii) In respect of the Derby Lease, the Borrower shall use commercially reasonable best efforts to deliver to the Agent not later than 90 days from the Closing Date, a side letter addressed to the Agent, or a deed of variation, confirming that (A) the landlord of the Derby Lease, will inform the Agent of any breach of any covenants by the relevant Loan Party pursuant to the Derby Lease together with a period of 90 days to allow the Agent to remedy any such breach prior to any rights of re-entry in the Derby Lease being exercised by the landlord and (B) in the event that the Derby Lease contains an ability for the landlord to re-enter the premises demised by the Derby Lease due to the insolvency of the Loan Party, the Agent shall be provided with a period of 90 days to take an assignment of the Derby Lease or nominate a third party to take an assignment of the Derby Lease under the relevant terms thereof prior to the landlord exercising its relevant rights.

(y) People With Significant Control Regime

- (i) The Borrower shall (and shall ensure that each other Loan Party shall):
 - (A) within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 from any company incorporate in the United Kingdom whose shares are subject to a Security Interest pursuant to the Security; and
 - (B) promptly provide the Agent with a copy of that notice.
- (ii) The Borrower shall ensure that each Loan Party incorporated in the United Kingdom shall maintain a Register of persons with Significant Control and comply in all respects with all applicable provisions of Part 21A of the Companies Act 2006 and The Register of People with Significant Control Regulations SI 339 or 2016.

(z) Notice in respect of NS&IA

The Borrower shall promptly upon, and in any event within 3 Banking Days of, becoming aware of the same, provide to the Agent:

- (i) the details of any investigation which is current, threatened or pending under or in connection with the NS&IA against or in relation to any Loan Party; and
- (ii) the details of any notice received by any Loan Party, including in respect of remedies or penalties sought or imposed, following an investigation under or in connection with the NS&IA, where such remedies or penalties are reasonably likely to have a Material Adverse Effect.

(aa) Canadian Pension Matters

- (i) The Borrower shall, as soon as reasonably practicable, promptly notify the Agent of the occurrence of any Canadian Pension Event that would reasonably be expected to result in a Material Adverse Effect.
- (ii) With respect to each Canadian Defined Benefit Plan, the Borrower shall deliver to the Agent, promptly after the preparation thereof, a copy of the most recent actuarial valuation report (including applicable schedules thereto) filed with the applicable pension regulator.
- (iii) The Borrower shall, as soon as practicable, promptly notify the Agent of the establishment of any new Canadian Defined Benefit Plan, or the commencement of contributions to any Canadian Defined Benefit Plan or Canadian Multi-Employer Pension Plan that contains a “defined benefit provision” as defined in section 147.1 of the *Income Tax Act* (Canada).

(bb) UK Pension Matters

- (i) The Borrower shall ensure, and shall cause the other Loan Parties to ensure, that all contributions payable in relation to the DB Schemes are paid in accordance with: (A) applicable legislation, (B) each respective scheme’s schedule of contributions (as defined in the Pensions Act 2004) and recovery plan (if the scheme is required to have a recovery plan in place under section 226 of the Pensions Act 2004) and (C) each respective scheme’s governing rules.
- (ii) The Borrower shall take, and shall cause the other Loan Parties to take, steps to ensure that no action or omission is taken by any Loan Party in relation to the DB Schemes which has or is reasonably likely to have a Material Adverse Effect (including, without limitation, the termination or commencement of winding-up proceedings of any such pension scheme or any Loan Party ceasing to employ any member of such a pension scheme in a circumstance which will result in a debt becoming due to the pension scheme).

- (iii) Except for the DB Schemes, the Borrower shall ensure, and shall cause the other Loan Parties to ensure, that no Loan Party shall be or become at any time an employer (for the purposes of sections 38 to 51 of the Pensions Act 2004) of an occupational pension scheme which is not a money purchase scheme (both terms as defined in the Pension Schemes Act 1993) or “connected” with or an “associate” of (as those terms are used in sections 38 or 43 of the Pensions Act 2004) such an employer, without the written consent of the Agent (such consent not to be unreasonably withheld).
- (iv) The Borrower shall promptly deliver to the Agent at such times as those reports are prepared in order to comply with the statutory or auditing requirements (as applicable either to the trustees of any of the DB Schemes or to any Loan Party), actuarial reports in relation to the DB Schemes.
- (v) The Borrower shall promptly notify the Agent of: (A) any material increase in the rate of contributions paid or recommended to be paid (whether by the scheme actuary or otherwise) or required (by law or otherwise) to any of the DB Schemes or (B) any other material financial liability which the Borrower or any Loan Party assumes or becomes liable to pay in relation to the DB Schemes.
- (vi) The Borrower shall promptly notify the Agent if any steps are taken by Loan Party to apply to the Pensions Regulator for a clearance statement in respect of pensions obligations under the Pensions Act 2004.
- (vii) The Borrower shall promptly notify the Agent of any investigation or proposed investigation by the Pensions Regulator which may lead to the issue of a Financial Support Direction, a Contribution Notice, a Pension Penalty Notice or a conviction for a Pension Offence in relation to it or to Loan Party (or where applicable any director of a Loan Party).
- (viii) The Borrower shall promptly notify the Agent if it or any Loan Party receives a Financial Support Direction or a Contribution Notice from the Pensions Regulator.
- (ix) The Borrower shall promptly notify the Agent if it or any Loan Party (or any director of a Loan Party) receives a Pension Penalty Notice.
- (x) The Borrower shall promptly notify the Agent if it or any Loan Party (or any director of a Loan Party) is convicted of a Pension Offence.

(cc) Project Stellar Security

The Borrower shall cause the Project Stellar Target and the Project Stellar Subsidiaries to execute and deliver the Security contemplated by Section 10.1 from the Project Stellar Target, the Project Stellar Subsidiaries and, if applicable, any other Loan Parties, (together with a certified copy of the applicable constating documents and a legal opinion in form and substance satisfactory to the Agent, acting reasonably) within 90 days from the closing of Project Stellar.

9.2 Negative Covenants of the Borrower

So long as any Obligation is outstanding or any Credit Facility is available hereunder, the Borrower covenants and agrees with each of the Lenders and the Agent that, unless (subject to Section 15.10) a Majority of the Lenders otherwise consent in writing:

(a) Change of Business

The Borrower shall not, and shall not permit the other Loan Parties or any of their Subsidiaries to, change in any material respect the nature of its business or operations from the types of businesses and operations carried on by the Loan Parties or Subsidiaries on the date hereof and shall not operate in any jurisdiction outside of Canada, the United States of America, the United Kingdom or any other jurisdiction acceptable to the Agent and the Lenders, acting reasonably, or acquire or incorporate a Subsidiary that is formed in, or operates in, any jurisdiction outside of Canada, the United States of America, the United Kingdom or any other jurisdiction acceptable to the Agent and the Lenders, acting reasonably.

(b) Negative Pledge

The Borrower shall not, nor shall it permit the other Loan Parties or any of their Subsidiaries to, create, issue, incur, assume or permit to exist any Security Interests on any of their property, undertakings or assets other than Permitted Encumbrances.

(c) No Dissolution

Except as otherwise permitted by Section 9.2(d) and Section 9.2(j), the Borrower shall not, nor shall it permit the other Loan Parties to, liquidate, dissolve or wind up or take any steps or proceedings in connection therewith except, in the case where the successor thereto or transferee thereof is a Loan Party.

(d) Limit on Sale of Assets

Except for Permitted Dispositions, the Borrower shall not, and shall not permit the other Loan Parties to, sell, transfer or otherwise dispose of any of their respective property or assets.

Further, upon the occurrence and during the continuance of an Event of Default, the Borrower shall not, and shall not permit the other Loan Parties to, sell, transfer or otherwise dispose of any of their respective property or assets except for Permitted Dispositions pursuant to subparagraphs (a) through (e), inclusive, of the definition thereof.

(e) Limitation on Funded Debt

The Borrower shall not have, incur, assume or otherwise become liable for, or permit the other Loan Parties or any of their Subsidiaries to have, incur, assume or otherwise become liable for, any Funded Debt other than Permitted Debt.

(f) Limitation on Loans and Investments

The Borrower shall not and shall not permit the other Loan Parties to make any loans to, or investments in, any person other than Permitted Investments.

(g) Limits on Distributions

The Borrower shall not make, or permit any other Loan Party to make, any Distributions other than Permitted Distributions.

(h) No Financial Instruments Other Than Permitted Hedging

The Borrower shall not and shall not permit the other Loan Parties to enter into, transact or have outstanding any Financial Instruments or Financial Instrument Obligations other than Permitted Hedging.

(i) Non Arm's Length Transactions

Except in respect of transactions between or among the Loan Parties, the Borrower shall not, nor shall it permit any other Loan Party to, enter into any contract, agreement or transaction whatsoever, including for the sale, purchase, lease or other dealing in any property or the provision of any services (other than office and administration services provided in the ordinary course of business), with any Related Party except upon fair and reasonable terms, which terms are not less favourable to the Loan Parties than it would obtain in an arm's length transaction and, if applicable, for consideration which equals the fair market value of such property or other than at a fair market rental as regards leased property.

(j) No Merger, Amalgamation, etc.

The Borrower shall not, nor shall it permit the other Loan Parties to, enter into any transaction whereby all or substantially all of its undertaking, property and assets would become the property of any other person whether by way of reconstruction, reorganization, recapitalization, consolidation, amalgamation, merger, transfer, sale or otherwise except where the successor thereto or transferee thereof is a Loan Party or a Material Subsidiary and except as permitted under Section 9.2(c).

(k) Limit on Financial Assistance

The Borrower shall not, and shall not permit the other Loan Parties to, provide any Financial Assistance other than Permitted Financial Assistance.

(l) Limit on Acquisitions

The Borrower shall not, and shall not permit the other Loan Parties or any of their Subsidiaries to, make any acquisitions other than Permitted Acquisitions.

(m) Anti-Cash Hoarding

The Borrower shall not, nor shall it permit the other Loan Parties or any of their Subsidiaries to, use the proceeds of any Drawdown or Advance to accumulate or maintain cash or cash equivalents in one or more accounts (including, for certainty, any depository, investment or securities account) maintained by the Borrower, any other Loan Party or any of their Subsidiaries except for cash or cash equivalents accumulated or maintained therein for a specified business purpose in the ordinary course of business (other than simply accumulating a cash reserve). For certainty (i) the Agent may refuse to make any requested Drawdown under the Syndicated Facility or the Term Facility which all of the applicable Lenders, acting reasonably, determine would result in a contravention of this Section 9.2(m) and (ii) the Operating Lender may refuse to make any requested Drawdown under the Operating Facility which the Operating Lender, acting reasonably, determines would result in a contravention of this Section 9.2(m).

(n) Hostile Acquisitions

The Borrower shall not, and shall not permit the other Loan Parties or any of their Subsidiaries to, utilize the proceeds of any Drawdown, or any Loans, under any Credit Facility to, or to provide funds to any Subsidiary, Affiliate or other person to, finance a hostile takeover.

(o) Pension Matters

The Borrower shall not, and shall not permit any of the other Loan Parties to, without the prior written consent of the Agent, sponsor, maintain, participate in, contribute to or incur any liability with respect to any Canadian Defined Benefit Plan or any new Canadian Multi-Employer Pension Plan that contains a “defined benefit provision” as defined in section 147.1 of the *Income Tax Act* (Canada) that the Borrower and the other Loan Parties currently do not sponsor, maintain, participate in, contribute to or in incur any liability with respect to.

(p) Material Contracts

The Borrower shall not, and shall not permit any of the other Loan Parties to, without the prior written consent of the Agent, such consent not to be unreasonably withheld, make or consent to any material modification or material amendment to any Material Contract or, cancel or terminate (without replacement) any Material Contract, or agree to the cancellation or termination thereof (without replacement), except a termination in accordance with its terms (for, certainly, not as a result of any default or breach by a Loan Party thereunder).

(q) National Security and Investment Act 2021

The Borrower shall not, and must ensure that no other Loan Party will, complete a Notifiable Acquisition (including any investment in a joint venture) without the approval of the Secretary of State given in one of the ways mentioned in Section 13(2) of the NS&IA and, if the approval is given by way of the making of a Final NS&IA Order, shall not complete such Notifiable Acquisition otherwise than in accordance with the Final NS&IA Order.

9.3 Financial Covenants

- (1) So long as any Obligation is outstanding or any Credit Facility is available hereunder, the Borrower covenants and agrees with each of the Lenders and the Agent that, unless (subject to Section 15.10) a Majority of the Lenders otherwise consent in writing:

(a) Maximum Funded Debt to EBITDA Ratio

- (i) Subject to subparagraph (ii) below, at all times, the Borrower shall not permit the Funded Debt to EBITDA Ratio to exceed at all times:
- (A) from the date hereof through December 30, 2025, 4.25:1.00;
 - (B) from December 31, 2025 through June 29, 2026, 4.00:1.00; and

(C) from June 30, 2026 and thereafter, 3.50:1.00,

such ratio to be calculated on a rolling four-quarter basis and tested on each Fiscal Quarter End.

- (ii) To the extent the Borrower completes a Permitted Acquisition with a purchase price greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof), notwithstanding any other provision of this Section 9.3(1)(a), the Borrower shall not permit the Funded Debt to EBITDA Ratio to exceed 4.00:1.00 (the “**Leverage Step-Up**”) for the Fiscal Quarter End in respect of the Fiscal Quarter in which such acquisition closes and for the three immediately succeeding Fiscal Quarter Ends (except with respect to Project Stellar in connection with which the Leverage Step-Up shall only be applicable in respect of the fourth Fiscal Quarter following the closing thereof).

(b) Minimum Fixed Charge Coverage Ratio

- (i) At all times, the Borrower shall not permit the Fixed Charge Coverage Ratio to be less than 1.20:1.00, such ratio to be calculated on a rolling four-quarter basis and tested on each Fiscal Quarter End.
- (ii) For the purposes of calculation the Fixed Charge Coverage Ratio in respect of the first three Fiscal Quarters Ends following the closing of Project Stellar, in respect of the Project Stellar Target:

(A) as at the first applicable Fiscal Quarter End, Fixed Charges in connection with the Term Facility shall be calculated as such Fixed Charges for such Fiscal Quarter multiplied by four;

(B) as at the second applicable Fiscal Quarter End, Fixed Charges in connection with the Term Facility shall be calculated as such Fixed Charges for such Fiscal Quarter and the previous Fiscal Quarter multiplied by multiplied by two; and

(C) as at the third applicable Fiscal Quarter End, Fixed Charges in connection with the Term Facility shall be calculated as such Fixed Charges for such Fiscal Quarter and the prior two Fiscal Quarters multiplied by four and divided by three.

9.4 Agent May Perform Covenants

If the Borrower fails to perform any covenants on its part herein contained, subject to any consents or notice or cure periods required by Section 11.1, the Agent may give notice to the Borrower of such failure and if such covenant remains unperformed, the Agent may, in its discretion but need not, perform any such covenant capable of being performed by the Agent and if the covenant requires the payment or expenditure of money, the Agent may, upon having

received approval of all applicable Lenders, make such payments or expenditure and all sums so expended shall be forthwith payable by the Borrower to the Agent on behalf of the applicable Lenders and shall bear interest at the applicable interest rate provided in Section 5.10 for amounts due in Canadian Dollars or United States Dollars, as the case may be. No such performance, payment or expenditure by the Agent shall be deemed to relieve the Borrower of any default hereunder or under the other Documents.

ARTICLE 10 SECURITY

10.1 Security on all Assets

- (1) The Obligations, Lender Financial Instrument Obligations and the Bank Product Obligations shall be secured, equally and rateably, by first priority Security Interests on, to and against all present and future property, assets and undertaking of the Borrower, the Parent and each of the other Material Subsidiaries.
- (2) The Borrower shall:
 - (a) execute and deliver Security in the form of Schedules H-1, H-2, H-3 and H-4 annexed hereto along with, if applicable, all mortgage, other fixed charge security documentation and other security documentation (including any immovable hypothecs) required by the Agent in connection with (i) owned Real Property in Canada, in each case, with a net book value greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) or (ii) leased Real Property in Canada (other than Quebec), in each case, at which the Borrower holds fixed assets with an aggregate net book value greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) and other security documentation required by the Agent in connection with the granting of Security Interests in Ownership Interests of any Subsidiary of the Borrower governed by the laws of any jurisdiction other than Canada;
 - (b) cause the Parent and the Material Subsidiaries to execute and deliver a guarantee in the form of Schedule H-5 annexed hereto;
 - (c) cause the Parent to execute and deliver Security in the form of Schedule H-8 annexed hereto;
 - (d) cause the Material Subsidiaries domiciled in Canada to execute and deliver Security in the forms of Schedules H-6, H-7 and H-8, respectively, annexed hereto, and, if applicable:
 - (i) all mortgage, other fixed charge security documentation and other security documentation (including any immovable hypothecs) required by the Agent in connection with (A) owned Real Property in Canada, in each case, with a net book value greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) or (B) leased Real Property in Canada (other than Quebec), in each case, at which such Material Subsidiary holds fixed assets with an

aggregate net book value greater than Cdn.\$[*Threshold redacted*]
(or the Equivalent Amount thereof);

- (ii) other security documentation required by the Agent in connection with the granting of Security Interests in Ownership Interests of any Subsidiary of such Loan Party governed by the laws of any jurisdiction other than Canada which shall include, without limitation;
 - (A) an English law share charge granted by Canada HoldCo in respect of the shares in FTL UK Acquisition Co; and
 - (B) Guernsey law security interest agreements in respect of the shares in FTL Guernsey together with executed notice of assignment in the form of Schedule 1 thereto; and
- (iii) a hypothec on a universality of all moveable assets located in the Province of Quebec;
- (e) cause each of the Material Subsidiaries formed under the laws of Guernsey to execute and deliver security documentation required by the Agent in connection with the granting of Security Interests over the assets of such Material Subsidiary as required by the Agent which shall include, without limitation, in respect of FTL Guernsey:
 - (i) an English law security agreement (re: subordinated loan rights) in respect of the [*commercially sensitive information*]; and
 - (ii) a Guernsey law security interest agreement (re: third party bank accounts) together with executed notice of assignment in the form of Schedule 1 thereto;
- (f) cause each of the Material Subsidiaries formed under the laws of Scotland to executed and deliver security documentation required by the Agent in connection with the granting of Security Interests over the assets of such Material Subsidiary as required by the Agent which shall include, without limitation:
 - (i) in respect of each of FTL and FSL, an English law debenture;
 - (ii) in respect of FTL, a Scots law statutory security agreement (in respect of shares in FSL);
 - (iii) in respect of FSL a statutory security agreement (in respect of any bank accounts held in Scotland); and
 - (iv) in respect of FSL, a Scots law standard security to be granted over the properties located in Inveralmond and Prestonhall;

- (g) cause each of the Material Subsidiaries formed under the laws of England to execute and deliver security documentation required by the Agent in connection with the granting of Security Interests over the assets of such Material Subsidiary as required by the Agent which shall include, without limitation:
 - (i) in respect of FTL UK Acquisition Co:
 - (A) a Scots law statutory share agreement in respect of the shares of FTL; and
 - (B) an English law debenture;
 - (ii) in respect of Shortridge Ltd, an English Law debenture; and
 - (iii) in respect of the Project Stellar Target and each of the Project Stellar Subsidiaries, an English law debenture, for certainty, within the time period provided for in Section 9.1(cc) and provided that such English law debentures will only constitute “Security” for the purpose of this Agreement once entered into by the Project Stellar Target and the Project Stellar Subsidiaries; and
- (h) cause any Material Subsidiary formed in, or with assets in, any other jurisdiction, all security documents reasonably requested by the Agent in order to effect the intention of Section 10.1(1) hereof.
- (3) The Borrower (a) shall, as soon as reasonably practicable, give written notice to the Agent of the acquisition, creation or existence of each Material Subsidiary created or acquired after the date hereof, together with such other information as the Agent may reasonably require, (b) shall promptly, and in any event within 60 days of such acquisition, creation or existence, cause each new Material Subsidiary to promptly execute and deliver to the Agent the Security contemplated hereby (together with a certified copy of its constating documents and a legal opinion in form and substance satisfactory to the Agent, acting reasonably), (c) shall, as soon as reasonably practicable, give written notice to the Agent of the acquisition by a Loan Party of any owned Real Property with a net book value greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) or the entering into by a Loan Party of any lease of Real Property at which such Loan Party holds fixed assets with a net book value of greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) after the date hereof, together with such other information as the Agent may reasonably require and (d) (i) with respect to any acquired owned Real Property in Canada with a net book value greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) shall, promptly, and in any event within 60 days of such acquisition execute and deliver, or cause to be executed and delivered, to the Agent, the Security contemplated hereby, including a fixed charge mortgage granting a Security Interest against such Real Property (together with a legal opinion in form and substance satisfactory to the Agent, acting reasonably), (ii) with respect to any new lease of Real Property in Canada (other than Quebec) at

which a Loan Party holds fixed assets with a net book value greater than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) shall, promptly, and in any event within 60 days of the entering into of such lease provide, or cause to be provided, to the Agent, the Security and landlord waivers required pursuant to Section 9.1(x)(i) (together with a legal opinion in form and substance satisfactory to the Agent, acting reasonably), (iii) with respect to any acquired owned Real Property outside of Canada with a net book value greater than £[*Threshold redacted*] (or the Equivalent Amount thereof) shall, promptly, and in any event within 60 days of such acquisition execute and deliver, or cause to be executed and delivered, to the Agent, the Security contemplated hereby, including a fixed charge mortgage granting a Security Interest against such Real Property (together with a legal opinion in form and substance satisfactory to the Agent, acting reasonably) and (iv) with respect to any new lease of Real Property outside of Canada at which a Loan Party holds fixed assets with a net book value greater than £[*Threshold redacted*] (or the Equivalent Amount thereof) (and if such lease is registered at the applicable land registry and has an unexpired term of at least 15 years from the date the applicable Security would be entered into) shall, promptly, and in any event within 60 days of the entering into of such lease provide, or cause to be provided, to the Agent, the Security contemplated hereby (together with a legal opinion in form and substance satisfactory to the Agent, acting reasonably).

- (4) If at any time the Borrower is not in compliance with Section 9.1(r), the Borrower shall promptly, and in any event within 10 Banking Days after any such occurrence, designate another Subsidiary which is not then a Material Subsidiary to be a Designated Material Subsidiary pursuant hereto to the extent required to comply with Section 9.1(r).

The Borrower shall from time to time, by notice in writing to the Agent (together with reasonable particulars which demonstrate compliance with the foregoing covenant), be entitled to designate that either:

- (a) a Subsidiary of the Borrower which is not a Material Subsidiary shall become a Designated Material Subsidiary; or
- (b) a Designated Material Subsidiary shall cease to be a Material Subsidiary,

provided that the Borrower shall not be entitled to designate that a Designated Material Subsidiary shall cease to be a Material Subsidiary if:

- (c) a Default or an Event of Default has occurred and is continuing (unless such Default or Event of Default will be remedied by such designation);
- (d) a Default or an Event of Default would result from or exist immediately after such a designation; or
- (e) such Designated Material Subsidiary falls within paragraphs (a) or (b) of the definition of “Material Subsidiary”.

In order to give effect to the foregoing provisions of this Section 10.1, the Borrower shall cause any Subsidiary that becomes a Designated Material Subsidiary to promptly execute and deliver Security to the Agent (together with a certified copy of its constating documents and a legal opinion in form and substance satisfactory to the Agent, acting reasonably).

- (5) In addition to the Security described in the other subparagraphs of this Section 10.1, the Borrower shall execute and deliver, or shall cause to be executed and delivered, all such guarantees and mortgages, debentures, pledge agreements, security pledge agreement, assignments and other security agreements as may be required by the Majority of the Lenders, acting reasonably (each in form and substance satisfactory to the Majority of the Lenders) in order to, or to more effectively, charge in favour of the Agent or grant Security Interests in favour of the Agent on and against all of the undertaking, assets and property (real or personal, tangible or intangible, present or future and of whatsoever nature and kind) of the Loan Parties other than (a) owned Real Property in Canada with a net book value equal to or less than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof), (b) leased Real Property in Canada (other than Quebec) at which a Loan Party holds fixed assets with a net book value equal to or less than Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof), (c) leased Real Property in Quebec, (d) owned Real Property outside of Canada with a net book value equal to or less than £[*Threshold redacted*] (or the Equivalent Amount thereof), (e) leased Real Property outside of Canada at which a Loan Party holds fixed assets with an aggregate net book value equal to or less than £[*Threshold redacted*] (or the Equivalent Amount thereof) and (f) leased Real Property outside of Canada in respect of which the applicable lease is not registered at the applicable land registry and/or has an unexpired term of less than 15 years from the date the applicable Security would be entered into, in each case, as continuing collateral security for the payment and performance by the Loan Parties of all their respective Obligations, Lender Financial Instrument Obligations and Bank Product Obligations.

10.2 Registration

The Borrower shall, if requested by the Agent, acting reasonably, or, in the case of Security granted by Loan Parties to be registered in Scotland or England, the Agent shall (or the Borrower shall, if requested by the Agent, acting reasonably), in all cases, at the Borrower's expense, register, file or record the Security in all offices and in all jurisdictions where such registration, filing or recording is necessary or of advantage to the creation, perfection and preserving of the security applicable to it. The Borrower shall, if requested by the Agent, acting reasonably, or, in the case of Security granted by Loan Parties to be registered in Scotland or England, the Agent shall (or the Borrower shall, if requested by the Agent, acting reasonably) amend and renew such registrations, filings and recordings from time to time as and when required to keep them in full force and effect or to preserve the priority established by any prior registration, filing or recording thereof.

10.3 **Forms**

The forms of Security shall have been or be prepared based upon the laws of Canada and Alberta applicable thereto in effect at the date hereof (except for certain Security which shall be based upon local laws in connection with the granting of Security Interests). The Agent shall have the right to require that:

- (a) any such Security be amended to reflect any changes in such laws, whether arising as a result of statutory amendments, court decisions or otherwise, in order to confer upon the Agent the Security Interests intended to be created thereby, and
- (b) the Loan Parties execute and deliver to the Agent such other and further debentures, mortgages, trust deeds, assignments and security agreements as may be reasonably required to ensure the Agent holds, subject to Permitted Encumbrances, first priority Security Interests on and against all of the property and assets of the Loan Parties;

except that in no event shall the Agent require that the foregoing be effected if the result thereof would be to grant the Agent or the Lenders greater rights than is otherwise contemplated herein or therein.

10.4 **Continuing Security**

Each item or part of the Security shall for all purposes be treated as a separate and continuing collateral security and shall be deemed to have been given in addition to and not in place of any other item or part of the Security or any other security now held or hereafter acquired by the Agent or the Lenders. No item or part of the Security shall be merged or be deemed to have been merged in or by this Agreement or any documents, instruments or acknowledgements delivered hereunder, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Lenders or the Agent under any security, instruments or agreements held by it or at law or in equity.

10.5 **Dealing with Security**

The Agent, with the consent of all of the Lenders, may grant extensions of time or other indulgences, take and give up securities (including the Security or any part or parts thereof), accept compositions, grant releases and discharges and otherwise deal with the Borrower and other parties and with security (including without limitation, the Security and each part thereof) as the Agent may see fit, without prejudice to or in any way limiting the liability of the Borrower under this Agreement or the other Documents or under any of the Security or any other collateral security.

10.6 **Effectiveness**

The Security and the security created by any other Document constituted or required to be created shall be effective, and the undertakings as to the Security herein or in any other Document shall be continuing, whether any Loans are then outstanding or any amounts thereby secured or any part thereof shall be owing before or after, or at the same time as, the

creation of such Security Interests or before or after or upon the date of execution of any amendments to this Agreement.

10.7 Release and Discharge of Security

The Loan Parties shall not be discharged from the Security or any part thereof, other than to the extent that such Security applies to a Permitted Disposition (in which case the Security shall cease to apply to the subject matter thereof for the benefit of the Agent and the Lenders) except by a written release and discharge signed by the Agent with the prior written consent of the Lenders. If all of the Obligations, Lender Financial Instrument Obligations and Bank Product Obligations have been repaid, paid, satisfied and discharged, as the case may be, in full and the Credit Facilities have been fully cancelled, then the Agent shall cause it and the Lenders' interest in the Security to be released and discharged at the expense of the Borrower. The Lenders hereby authorize the Agent, upon request of the Borrower, to, without further authorization from the Lenders, sign any and all releases, letters of no interest, or other documents or interests releasing the Security as it applies to a Permitted Disposition and any other disposition permitted by Section 9.2(d).

10.8 Transfer of Security

If The Toronto-Dominion Bank, in its capacity as Agent, or any successor thereto, in its capacity as Agent ceases to be the Agent (the “**Departing Agent**”), the Departing Agent shall transfer and assign all of its right, title and interest in its capacity as Agent in and to the Security to the Successor Agent and the provisions of Section 10.2 shall apply, mutatis mutandis, with respect to such assignment and transfer.

10.9 Hedging Affiliates and Bank Product Providers

Each Lender hereby confirms to and agrees with the Agent and the other Lenders as follows:

- (a) such Lender is, for the purpose of securing the Lender Financial Instrument Obligations owing to or in favour of its Hedging Affiliates and the Bank Product Obligations owing in favor of its Bank Product Providers pursuant to the Security, executing and delivering this Agreement both on its own behalf and as agent for and on behalf of such Hedging Affiliates and Bank Product Providers;
- (b) the Agent shall be and is hereby authorized by each such Hedging Affiliate and Bank Product Provider (i) to hold the Security on behalf of such Hedging Affiliate and Bank Product Provider as security for the Lender Financial Instrument Obligations and Bank Product Obligations owing to or in favour of it in accordance with the provisions of the Documents and (ii) to act in accordance with the provisions of the Documents (including on the instructions or at the direction of the Majority of the Lenders) in all respects with respect to the Security; and
- (c) the Lender Financial Instruments of any such Hedging Affiliate, the Lender Financial Instrument Obligations owing to or in favour of any such Hedging

Affiliate, the documents governing any Bank Product or the Bank Product Obligations owing to or in favour of any such Bank Product Provider shall not be included or taken into account for the purposes of Section 15.10 or (for certainty) in any determination of the Majority of the Lenders or the Lenders which shall be determined solely based upon the Commitments of the Lenders hereunder or the Outstanding Principal owing to the Lenders, as applicable.

10.10 Security for Hedging with Former Lenders

If a Lender ceases to be a Lender under this Agreement (a “**Former Lender**”), all Lender Financial Instrument Obligations owing to such Former Lender and its Hedging Affiliates under Lender Financial Instruments entered into while such Former Lender was a Lender shall remain secured by the Security (equally and rateably) to the extent that such Lender Financial Instrument Obligations were secured by the Security prior to such Lender becoming a Former Lender and, subject to the following provisions of this Section 10.10 and unless the context otherwise requires, all references herein to “Lender Financial Instrument Obligations” shall include such obligations to a Former Lender and its Hedging Affiliates and all references herein to “Lender Financial Instruments” shall include such Financial Instruments with a Former Lender and its Hedging Affiliates. For certainty, any Financial Instrument Obligations under Financial Instruments entered into with a Former Lender or an Affiliate thereof after the Former Lender has ceased to be a Lender shall not be secured by the Security. Notwithstanding the foregoing, no Former Lender or any Affiliate thereof shall have any right to cause or require the enforcement of the Security or any right to participate in any decisions relating to the Security, including any decisions relating to the enforcement or manner of enforcement of the Security or decisions relating to any amendment to, waiver under, release of or other dealing with all or any part of the Security; for certainty, the sole right of a Former Lender and its Affiliates with respect to the Security is to share, on a *pari passu* basis, in any proceeds of realization and enforcement of the Security.

ARTICLE 11 EVENTS OF DEFAULT AND ACCELERATION

11.1 Events of Default

The occurrence of any one or more of the following events (each such event being herein referred to as an “**Event of Default**”) shall constitute a default under this Agreement:

- (a) Principal Default: if the Borrower fails to pay the principal of any Loan hereunder when due and payable;
- (b) Other Payment Default: if the Borrower fails to pay:
 - (i) any interest (including, if applicable, default interest) accrued on any Loan;
 - (ii) any or issuance fee with respect to a Letter of Credit; or
 - (iii) any other amount not specifically referred to in paragraph (a) above or in this paragraph (b) payable by the Borrower hereunder;

in each case when due and payable, and such default is not remedied within 3 Banking Days thereafter;

- (c) Certain Covenant Defaults: if the Borrower fails to observe or perform any covenant in Section 9.1(t), Sections 9.2(b) to (h), inclusive, Sections 9.2(k), (l) or (n), Section 9.3 or Section 10.1;
- (d) Breach of other Covenants: if a Loan Party fails to observe or perform any covenant or obligation herein or in any other Document required on its part to be observed or performed (other than a covenant or condition whose breach or default in performance is specifically dealt with elsewhere in this Section) and, after notice has been given by the Agent to such Loan Party specifying such default and requiring such Loan Party to remedy or cure the same, such Loan Party shall fail to remedy such default within a period of 30 days after the giving of such notice;
- (e) Incorrect Representations: if any representation or warranty made by a Loan Party herein or in any other Document shall prove to have been incorrect or misleading in any respect on and as of the date made and, if curable, the facts or circumstances which make such representation or warranty incorrect or misleading are not remedied and the representation or warranty in question remains incorrect or misleading more than 30 days after notice thereof is given by the Agent to the Borrower unless and until such default, event or condition has subsequently been remedied or waived in accordance with the provisions of the relevant indentures, credit agreements, agreements or other instruments;
- (f) Involuntary Insolvency: if a decree or order of a court of competent jurisdiction is entered adjudging a Loan Party bankrupt or insolvent under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada), the *Winding up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous laws or ordering the winding up or liquidation of its affairs, including, for certainty, the Bankruptcy Code and such case, proceeding or other action shall continue undismissed, or unstayed and in effect, for any period of 30 consecutive days;
- (g) Idem: if any case, proceeding or other action shall be instituted in any court of competent jurisdiction against a Loan Party seeking in respect of it an adjudication in bankruptcy, reorganization, dissolution, winding up, liquidation, a composition, proposal or arrangement with creditors, a readjustment of debts, the appointment of trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator, liquidator or other person with similar powers with respect to such Loan Party or of all or any substantial part of its assets, or any other like relief in respect of any Loan Party under any bankruptcy or insolvency law and:
 - (i) such case, proceeding or other action results in an entry of an order for such relief or any such adjudication or appointment, or

- (ii) such case, proceeding or other action shall continue undismissed, or unstayed and in effect, for any period of 30 consecutive days;
- (h) Voluntary Insolvency: if any Loan Party makes any assignment in bankruptcy or makes any other assignment for the benefit of creditors, makes any proposal under the *Bankruptcy and Insolvency Act* (Canada) or any comparable law, seeks relief under the *Companies' Creditors Arrangement Act* (Canada), the *Winding up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous law, including, without limitation, the Bankruptcy Code, files a petition or proposal to take advantage of any act of insolvency, consents to or acquiesces in the appointment of a trustee in bankruptcy, receiver, receiver and manager, interim receiver, custodian, sequestrator, liquidator or other person with similar powers of itself or of all or any substantial portion of its assets, or files a petition or otherwise commences any proceeding seeking any reorganization, arrangement, composition, administration, compromise, restructuring or readjustment under any applicable bankruptcy, insolvency, moratorium, reorganization or other similar law affecting creditors' rights or consents to, or acquiesces in, the filing of such assignment, proposal, relief, petition, proposal, appointment or proceeding;
- (i) Dissolution: except as permitted by Sections 9.2(c) or 9.2(j), if proceedings are commenced for the dissolution, liquidation or winding up of a Loan Party unless such proceedings are being actively and diligently contested in good faith to the satisfaction of the Majority of the Lenders;
- (j) Security Realization: if creditors of any Loan Party having a Security Interest against or in respect of the property and assets thereof, or any part thereof, realize upon or enforce any such security against such property and assets or any part thereof having an aggregate fair market value in excess of Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) and such realization or enforcement shall continue in effect and not be released, discharged or stayed within the lesser of 30 days and the period of time prescribed under Applicable Laws for the completion of the sale of or realization against the assets subject to such seizure or attachment;
- (k) Seizure: if property and assets of any Loan Party or any part thereof having an aggregate fair market value in excess of Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) are seized or otherwise attached by anyone pursuant to any legal process or other means, including, without limitation, distress, execution or any other step or proceeding with similar effect and such attachment, step or other proceeding shall continue in effect and not be released, discharged or stayed within the lesser of 30 days and the period of time prescribed under Applicable Laws for the completion of the sale of or realization against the assets subject to such seizure or attachment;
- (l) Judgment: if one or more final judgments, decrees or orders, after available appeals have been exhausted, shall be awarded against the Loan Parties for an aggregate amount in excess of Cdn.\$[*Threshold redacted*] (or the Equivalent

Amount thereof) and the Loan Parties have not provided security for any of such judgments, decrees or orders within 30 days of such judgment, decree or order being awarded;

- (m) Payment Cross Default: if any Loan Party (or any combination of Loan Parties) defaults in the payment when due (whether at maturity, upon acceleration, or otherwise) of Funded Debt or Financial Instrument Obligations thereof in aggregate in excess of Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof);
- (n) Event Cross Default: if a default, event of default or other similar condition or event (however described) in respect of any Loan Party (or any combination of Loan Parties) occurs or exists under any indentures, credit agreements, agreements or other instruments evidencing or relating to Funded Debt or Financial Instrument Obligations thereof (individually or collectively) in an aggregate amount in excess of Cdn.\$[*Threshold redacted*] (or the Equivalent Amount thereof) and such default, event or condition has resulted in such Funded Debt or Financial Instrument Obligations becoming, or becoming capable at such time of being declared, due and payable thereunder before it would otherwise have been due and payable;
- (o) Cease to Carry on Business: if any Loan Party ceases to carry on business, except as permitted by Section 9.2(c) or Section 9.2(j);
- (p) Change of Control:
 - (i) if a Change of Control referenced in subparagraphs (a) or (b) of the definition thereof occurs; or
 - (ii) if a Change of Control referenced in subparagraphs (c) or (d) of the definition thereof occurs and, in the opinion of the Lenders (acting reasonably) such Change of Control would reasonably be expected to have a Material Adverse Effect;
- (q) Lender Financial Instruments: if a Financial Instrument Demand for Payment has been delivered to a Loan Party and such person fails to make payment thereunder within the lesser of (i) 3 Banking Days and (ii) the time otherwise required for payment thereunder, or if a Termination Event occurs;
- (r) Loss and Priority of Security: except for Permitted Encumbrances which operating of law take priority, if any of the Security shall cease to be a valid first priority Security Interest against the property, assets and undertaking of any Loan Party as against third parties (and the same is not effectively rectified or replaced by such Loan Party, as applicable, within 10 days after notice thereof from the Agent);

- (s) Cease to be Wholly-Owned: if any Material Subsidiary ceases to be a Wholly-Owned Subsidiary of the Borrower or the Parent;
- (t) Invalidity: if any of this Agreement or any Security or any material provision of any of the foregoing shall at any time for any reason cease to be in full force and effect, be declared to be void or voidable (and the same is not forthwith effectively rectified or replaced by a Loan Party) or shall be repudiated, or the validity or enforceability thereof shall at any time be contested by such Loan Party or such Loan Party shall deny that it has any or any further liability or obligation thereunder, or at any time it shall be unlawful or impossible for them to perform any of their respective Obligations;
- (u) DB Schemes: The Pensions Regulator (or any other body):
 - (i) issues a Financial Support Direction, a Contribution Notice or a Pension Penalty Notice to any Loan Party unless the aggregate liability of the Borrower (and any other Loan Party) under all outstanding unpaid Financial Support Directions, Contribution Notice or Pension Penalty Notices is less than £[*Threshold redacted*]; or
 - (ii) brings formal prosecution proceedings against any Loan Party (or any director of any Loan Party) in relation to a Pension Offence (unless, in the case of a director, the alleged offence is not related to the activities of the Borrower or any other Loan Party nor to the DB Schemes); and
- (v) Material Adverse Effect: if any event or circumstance has occurred and is continuing which has had or would reasonably be expected to have a Material Adverse Effect.

11.2 Acceleration

If any Event of Default shall occur and for so long as it is continuing:

- (a) the entire principal amount of all Loans then outstanding from the Borrower and all accrued and unpaid interest thereon,
- (b) an amount equal to the maximum amount then available to be drawn under all unexpired Letters of Credit, and
- (c) all other Obligations outstanding hereunder,

shall, at the option of the Agent in accordance with Section 14.10 or upon the request of a Majority of the Lenders, become immediately due and payable upon written notice to that effect from the Agent to the Borrower, all without any other notice and without presentment, protest, demand, notice of dishonour or any other demand whatsoever (all of which are hereby expressly waived by the Borrower). In such event and if the Borrower does not immediately pay all such amounts upon

receipt of such notice, either the Lenders (in accordance with the proviso in Section 14.10(a)) or the Agent on their behalf may, in their discretion, exercise any right or recourse and/or proceed by any action, suit, remedy or proceeding against the Borrower authorized or permitted by law for the recovery of all the Obligations, Bank Product Obligations, Lender Financial Instrument Obligations and all other indebtedness and liabilities of the Borrower to the Lenders and proceed to exercise any and all rights hereunder and under the other Documents and no such remedy for the enforcement of the rights of the Lenders shall be exclusive of or dependent on any other remedy but any one or more of such remedies may from time to time be exercised independently or in combination.

11.3 Conversion on Default

Upon the occurrence of an Event of Default that is continuing, the Agent on behalf of the Lenders, may convert a SOFR Loan owing by the Borrower to a U.S. Base Rate Loan or a CORRA Loan owing by the Borrower to a Canadian Prime Rate Loan. Interest shall accrue on each such U.S. Base Rate Loan at the rate specified in Section 5.2 and on each such Canadian Prime Rate Loan at the rate specified in Section 5.1 with interest on all overdue interest at the same rate, such interest to be calculated daily and payable on demand.

11.4 Remedies Cumulative and Waivers

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Lenders and the Agent hereunder or under any other Document are cumulative and are in addition to and not in substitution for any rights or remedies provided by law or by equity; and any single or partial exercise by the Lenders or by the Agent of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement or other Document shall not be deemed to be a waiver of or to alter, affect or prejudice any other right or remedy or other rights or remedies to which any one or more of the Lenders and the Agent may be lawfully entitled for such default or breach. Any waiver by, as applicable, the Majority of the Lenders, the Lenders or the Agent of the strict observance, performance or compliance with any term, covenant, condition or other matter contained herein and any indulgence granted, either expressly or by course of conduct, by, as applicable, the Majority of the Lenders, the Lenders or the Agent shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of the Lenders or the Agent under this Agreement or any other Document as a result of any other default or breach hereunder or thereunder.

11.5 Termination of Lenders' Obligations

The occurrence of a Default or Event of Default shall relieve the Lenders of all obligations to provide any further Drawdowns, Rollovers or Conversions to the Borrower hereunder; provided that the foregoing shall not prevent the Lenders or the Agent from disbursing money or effecting any Conversion which, by the terms hereof, they are entitled to effect, or any Conversion or Rollover requested by the Borrower and acceptable to the applicable Lenders and the Agent.

11.6 Acceleration of All Lender Obligations

- (1) If a Lender or a Hedging Affiliate has delivered a Financial Instrument Demand for Payment to the Borrower, then it shall promptly notify the Agent and other Lenders thereof.
- (2) If an Acceleration Notice has been delivered to the Borrower, then, to the extent that it is not already the case, all Financial Instrument Obligations under Lender Financial Instruments and all Bank Product Obligations shall be immediately due and payable and each Lender and the Agent shall (and shall be entitled to) promptly, and in any event within 3 Banking Days of receipt of notice of the foregoing, deliver such other Demands for Payment and notices as may be necessary to ensure that all Obligations, Financial Instrument Obligations under Lender Financial Instruments and Bank Product Obligations are thereafter due and payable under this Agreement, the documentation relating to Bank Products and the Lender Financial Instruments, as applicable.
- (3) Each agreement, indenture, instrument or other document evidencing or relating to a Bank Product or a Lender Financial Instrument shall, notwithstanding any provision thereof to the contrary, be deemed to be hereby amended to allow and permit the Lender which is a party thereto to comply with the provisions of this Section 11.6.

11.7 Application and Sharing of Payments Following Acceleration

Except as otherwise agreed to by all of the Lenders in their sole discretion, all monies and property received by the Lenders or the Agent for application in respect of the Obligations, the Bank Product Obligations and the Financial Instrument Obligations under Lender Financial Instruments subsequent to the Adjustment Time and all monies received as a result of a realization upon the Security (collectively, the “**Realization Proceeds**”) shall be applied and distributed to the Lenders and the Agent in the order and manner set forth below:

- (a) firstly, distributed proportionately to the Lenders and the Agent in accordance with amounts owing to each Lender and the Agent on account of the costs and expenses of enforcement and realization upon the Security; and
- (b) secondly, distributed Rateably to the Lenders, the Bank Product Providers and Hedging Affiliates on account of the Obligations, the Bank Product Obligations and the Financial Instrument Obligations under Lender Financial Instruments;

and the balance of the Realization Proceeds (if any) shall be paid to the Borrower or otherwise as may be required by applicable law; provided, however, that (i) the Agent shall make such adjustments as it determines is appropriate with respect to payments and collections received from the other Loan Parties (or proceeds received in respect of such other Loan Parties’ collateral) to preserve, as nearly as possible, the allocation to the Obligations otherwise set forth above in this Section 11.7 (assuming that, solely for the purposes of such adjustments, the Obligations include Lender Financial Instrument Obligations that may be excluded from a Guarantee pursuant to the terms of such Guarantee) and (ii) the Bank Product Obligations and the Lender Financial

Instrument Obligations under Lender Financial Instruments may be excluded from the application described above if the Agent has not received written notice thereof, together with such supporting documentation as the Agent may request, from the applicable Bank Product Provider or Hedging Affiliate, as applicable. Each Bank Product Provider or Hedging Affiliate not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Agent pursuant to the terms of Article 14 for itself and its Affiliates as if a “Lender” party hereto.

11.8 **Calculations as at the Adjustment Time**

For the purposes of this Agreement, if:

- (a) a Financial Instrument Demand for Payment has been delivered; or
- (b) a Termination Event has occurred under any agreement evidencing a Lender Financial Instrument;

then any amount which is payable by a Loan Party under such Lender Financial Instrument in settlement of obligations arising thereunder as a result of the early termination of the Lender Financial Instrument shall be deemed to have become payable at the time of delivery of such Financial Instrument Demand for Payment or the time of occurrence of such Termination Event, as the case may be, notwithstanding that the amount payable by such Loan Party is to be subsequently calculated and notice thereof given to such Loan Party in accordance with such Lender Financial Instrument.

11.9 **Sharing Repayments**

To the extent necessary to ensure that, and to give effect to the agreement that, the Obligations, Lender Financial Instrument Obligations and Bank Product Obligations are secured equally and rateably, each Lender agrees that, subsequent to the Adjustment Time, it will at any time and from time to time upon the request of the Agent purchase undivided participations in the Obligations and make any other adjustments which may be necessary or appropriate, in order that Obligations, the Lender Financial Instrument Obligations and the Bank Product Obligations which remain outstanding to each Lender, its Hedging Affiliates and relevant Bank Product Providers are thereafter outstanding, as adjusted pursuant to this Section, in accordance with the provisions of Section 11.7. The Borrower agrees to do, or cause to be done (whether by it or another Loan Party), all things reasonably necessary or appropriate to give effect to any and all purchases and other adjustments by and between the Lenders pursuant to this Section.

11.10 **Pro Rata Obligations**

After all Obligations are declared by the Agent to be due and payable pursuant to Section 11.2, each Syndicated Facility Lender and the Operating Lender agrees that (a) it will at any time or from time to time thereafter at the request of the Agent as required by any other Syndicated Facility Lender or the Operating Lender, as the case may be, purchase at par on a non-recourse basis a participation in the Outstanding Principal owing to each of the other Lenders under the Syndicated Facility and the Operating Facility and make any other adjustments as are necessary or appropriate, in order that the Outstanding Principal owing to each of the Lenders under the

Syndicated Facility and the Operating Facility, as adjusted pursuant to this Section 11.10, will be in the same proportion as each Lender's individual aggregate Commitments under the Syndicated Facility and the Operating Facility were to the overall aggregate Commitments of all Lenders under the Syndicated Facility and the Operating Facility immediately prior to the Event of Default resulting in such declaration and (b) the amount of any repayment made by or on behalf of the Borrower, the Loan Parties and their Subsidiaries under the Documents or any proceeds received by the Agent or the Lenders in connection therewith will be applied by the Agent in a manner such that to the extent possible the amount of the Outstanding Principal owing to each Lender under the Syndicated Facility and the Operating Facility after giving effect to such application will be in the same proportion as each Lender's individual aggregate Commitments under the Syndicated Facility and the Operating Facility were to the overall aggregate Commitments of all Lenders under the Syndicated Facility and the Operating Facility immediately prior to the Event of Default resulting in such declaration.

ARTICLE 12 CHANGE OF CIRCUMSTANCES

12.1 Inability to Determine Rates Respecting SOFR Loans

Subject to Section 12.2, if, on or prior to the first day of any Interest Period for any SOFR Loan:

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

then the Agent will promptly so notify the Borrower and each Lender. Upon notice thereof by the Agent to the Borrower, any obligation of the Lenders to provide a Drawdown of, Conversion to or Rollover of SOFR Loans shall be suspended (to the extent of the affected SOFR Loans and, in the case of a SOFR Loan, the affected Interest Periods) until the Agent, and, in respect of subparagraph (b) above, at the instruction of a Majority of the Lenders under the Syndicated Facility, revokes such notice. Upon receipt of such notice, (i) the Borrower may revoke any pending request for an Drawdown of, Conversion to or Rollover of SOFR Loans (to the extent of the affected SOFR Loans or the affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a Drawdown of or Conversion to U.S. Base Rate Loans in the amount specified therein and (ii) any outstanding affected SOFR Loans will be deemed to have been converted into U.S. Base Rate Loans immediately or, in the case of a SOFR Loan, at the end of the applicable Interest Period.

12.2**Benchmark Replacement**

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

- (a) If a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of the then-current Benchmark, then (i) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Document and (ii) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of “Benchmark Replacement” for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Document in respect of any Benchmark setting at or after 5:00 p.m. (New York time) 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 Document so long as the Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising a Majority of the Lenders under the Syndicated Facility. If the Benchmark Replacement is Daily Simple SOFR, all interest payments will be payable on a quarterly basis.
- (b) In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Document.
- (c) The Agent will promptly notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Agent will promptly notify the Borrower of (A) the removal or reinstatement of any tenor of a Benchmark pursuant to this Section 12.2, and (B) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 12.2, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Document, except, in each case, as expressly required pursuant to this Section 12.2.

- (d) Notwithstanding anything to the contrary herein or in any other Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Agent in its reasonable discretion or (B) the administration of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.
- (e) Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a Drawdown of, Conversion to or Rollover of SOFR Loans to be drawn down, converted or rolled over during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for an Drawdown of, or Conversion to U.S. Base Rate Loans. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the U.S. Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the U.S. Base Rate.

12.3

Inability to Determine Rates Respecting CORRA Loans

- (1) Subject to Section 12.4, if, on or prior to the first day of any Interest Period for any Term CORRA Loan or Daily Compounded CORRA Loan, as applicable:
 - (a) the Agent determines (which determination shall be conclusive and binding absent manifest error) that “Adjusted Term CORRA” or “Adjusted Daily Compounded CORRA”, as applicable, cannot be determined pursuant to the definition thereof, for reasons other than a Cdn. Benchmark Transition Event; or
 - (b) the Majority of the Lenders under the Syndicated Facility or Term Facility determine that for any reason in connection with any Drawdown of a Term CORRA Loan or Daily Compounded CORRA Loan, as applicable, or a Conversion into or a Rollover of a Term CORRA or Daily Compounded CORRA, as applicable, for any requested Interest Period with respect to a proposed Term CORRA Loan or Daily Compounded CORRA Loan, as applicable, does not

adequately and fairly reflect the cost to such Lenders of making and maintaining such Loan, and the Majority of the Lenders under the Syndicated Facility or Term Facility have provided notice of such determination to the Agent,

the Agent will promptly so notify the Borrower and each Lender.

- (2) Upon delivery of such notice by the Agent to the Borrower under Section 12.3(1), any obligation of the Lenders to make Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, and any right of the Borrower to Rollover Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, or to effect a Conversion of Canadian Prime Rate Loans to Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, shall be suspended (to the extent of the affected Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, or affected Interest Periods) until the Agent (with respect to clause (b), at the instruction of the Majority of the Lenders under the Syndicated Facility or Term Facility) revokes such notice.
- (3) Upon receipt of such notice by the Agent to the Borrower under Section 12.3(1),
 - (i) (x) the Borrower may revoke any pending request for a Drawdown of, Conversion to or Rollover of Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, (to the extent of the affected Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, or affected Interest Periods); (y) in respect of Term CORRA Loans, the Borrower may elect to convert any such request into a request for a Drawdown of or Conversion to Daily Compounded CORRA Loans; or, failing such revocation or election, (z) the Borrower will be deemed to have converted any such request into a request for a Drawdown of or Conversion to Canadian Prime Rate Loans, in the amount specified therein and (ii) (x) in respect of Term CORRA Loans, the Borrower may elect to convert any outstanding affected Term CORRA Loans at the end of the applicable Interest Period, into Daily Compounded CORRA Loans and (y) otherwise, or failing such election, any outstanding affected Term CORRA Loans or Daily Compounded CORRA Loans, as applicable, will be deemed to have been converted, at the end of the applicable Interest Period, into Canadian Prime Rate Loans. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any additional amounts required.

12.4

Cdn. Benchmark Replacement

- (1) Notwithstanding anything to the contrary herein or in any other Document, if a Cdn. Benchmark Transition Event and its related Cdn. Benchmark Replacement Date have occurred prior any setting of the then-current Cdn. Benchmark, then (x) if a Cdn. Benchmark Replacement is determined in accordance with clause (a) of the definition of “Cdn. Benchmark Replacement” for such Cdn. Benchmark Replacement Date, such Cdn. Benchmark Replacement will replace such Cdn. Benchmark for all purposes hereunder and under any Document in respect of such Cdn. Benchmark setting and subsequent Cdn. Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or

any other Document and (y) if a Cdn. Benchmark Replacement is determined in accordance with clause (b) of the definition of “Cdn. Benchmark Replacement” for such Cdn. Benchmark Replacement Date, such Cdn. Benchmark Replacement will replace such Cdn. Benchmark for all purposes hereunder and under any Document in respect of any Cdn. Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Banking Day after the date notice of such Cdn. 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 Document so long as the Agent has not received, by such time, written notice of objection to such Cdn. Benchmark Replacement from Lenders comprising the Majority of the Lenders under the Syndicated Facility or Term Facility. If the Cdn. Benchmark Replacement is Adjusted Daily Compounded CORRA, all interest payments will be payable on the last day of each Interest Period.

- (2) In connection with the use, administration, adoption or implementation of a Cdn. Benchmark Replacement, the Agent will have the right to make Cdn. Benchmark Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Document, any amendments implementing such Cdn. Benchmark Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Document.
- (3) The Agent will promptly notify the Borrower and the Syndicated Facility Lenders and Term Facility Lenders of (i) the implementation of any Cdn. Benchmark Replacement and (ii) the effectiveness of any Cdn. Benchmark Conforming Changes in connection with the use, administration, adoption or implementation of a Cdn. Benchmark Replacement. The Agent will notify the Borrower of (a) the removal or reinstatement of any tenor of a Cdn. Benchmark pursuant to Section 12.4(4) and (b) the commencement of any Cdn. Benchmark Unavailability Period. Any determination, decision or election that may be made by the Agent or, if applicable, any Syndicated Facility Lender or Term Facility Lender (or group of Syndicated Facility Lenders or Term Facility Lenders) pursuant to this Section 12.4 including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Document, except, in each case, as expressly required pursuant to this Section 12.4.
- (4) Notwithstanding anything to the contrary herein or in any other Document, at any time (including in connection with the implementation of a Cdn. Benchmark Replacement), (a) if the then-current Cdn. Benchmark is a term rate (including Term CORRA) and either (A) any tenor for such Cdn. Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Agent in its reasonable discretion or (B) the regulatory supervisor for the administrator of such Cdn. Benchmark has provided a public statement or publication of information announcing that any tenor for such Cdn. Benchmark is not or will not be representative, then the Agent may modify the definition of

“Interest Period” (or any similar or analogous definition) for any Cdn. Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (b) if a tenor that was removed pursuant to clause (a) above either (A) is subsequently displayed on a screen or information service for a Cdn. Benchmark (including a Cdn. Benchmark Replacement) or (B) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Cdn. Benchmark (including a Cdn. Benchmark Replacement), then the Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Cdn. Benchmark settings at or after such time to reinstate such previously removed tenor.

- (5) Upon the Borrower’s receipt of notice of the commencement of a Cdn. Benchmark Unavailability Period, the Borrower may revoke any pending request for a Drawdown of, Conversion into or Rollover of CORRA Loans, to be made, converted or rolled over during any Cdn. Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a Drawdown of or Conversion into, (a) for a Cdn. Benchmark Unavailability Period in respect of Term CORRA, Daily Compounded CORRA Loans and (b) for a Cdn. Benchmark Unavailability Period in respect of a Cdn. Benchmark other than Term CORRA, Canadian Prime Rate Loans.

12.5

Change in Law

- (1) If the adoption of any applicable law, regulation, treaty or official directive (whether or not having the force of law) or any change therein or in the interpretation or application thereof by any court or by any Governmental Authority or any other entity charged with the interpretation or administration thereof or compliance by a Lender or its Lender Parent with any request or direction (whether or not having the force of law) of any such court, Governmental Authority or other entity, in each case after the date hereof:
 - (a) subjects such Lender or its Lender Parent to, or causes the withdrawal or termination of a previously granted exemption with respect to, any Taxes (other than (A) Indemnified Taxes; (B) Taxes described in clauses (b) through (f) of the definition of Excluded Taxes and (C) Connection Income Taxes), or changes the basis of taxation of payments due to such Lender, or increases any existing Taxes (other than (A) Indemnified Taxes, (B) Taxes described in clauses (b) through (f) of the definition of Excluded Taxes and (C) Connection Income Taxes) on payments of principal, interest or other amounts payable by the Borrower to such Lender under this Agreement;
 - (b) imposes, modifies or deems applicable any reserve, liquidity, special deposit, insurance charges, regulatory or similar requirement against assets or liabilities held by, or deposits in or for the account of, or loans by such Lender or its Lender Parent, or any acquisition of funds for loans or commitments to fund loans or obligations in respect of undrawn, committed lines of credit;

- (c) imposes on such Lender or its Lender Parent or requires there to be maintained by such Lender or its Lender Parent any capital adequacy or additional capital requirements (including a requirement which affects such Lender's or its Lender Parent's allocation of capital resources to its obligations) in respect of any Loan or obligation of such Lender hereunder, or any other condition with respect to this Agreement; or
- (d) directly or indirectly affects the cost or imposes any expense to such Lender or its Lender Parent of making available, funding or maintaining any Loan (other than changes in Taxes described in Section 12.5(1)(b)) or otherwise imposes on such Lender or its Lender Parent any other condition or requirement affecting this Agreement or any Loan or any obligation of such Lender hereunder;

and the result of (a), (b), (c) or (d) above, in the sole determination of such Lender acting in good faith, is:

- (e) to increase the cost to such Lender or its Lender Parent of performing its obligations hereunder with respect to any Loan;
- (f) to reduce any amount received or receivable by such Lender or its Lender Parent hereunder or its effective return hereunder or on its capital in respect of any Loan or any Credit Facility;
- (g) to reduce the standby fees payable to such Lender pursuant to Section 5.8; or
- (h) to cause such Lender or its Lender Parent to make any payment with respect to or to forego any return on or calculated by reference to, any amount received or receivable by such Lender hereunder with respect to any Loan or any Credit Facility;

such Lender shall determine that amount of money which shall compensate the Lender or its Lender Parent for such increase in cost, payments to be made or reduction in income or return or interest foregone (herein referred to as “**Additional Compensation**”). Upon a Lender having determined that it is entitled to Additional Compensation in accordance with the provisions of this Section, such Lender shall promptly so notify the Borrower and the Agent. The relevant Lender shall provide the Borrower and the Agent with a photocopy of the relevant law, rule, guideline, regulation, treaty or official directive (or, if it is impracticable to provide a photocopy, a written summary of the same) and a certificate of a duly authorized officer of such Lender setting forth the Additional Compensation and the basis of calculation therefor, which shall be conclusive evidence of such Additional Compensation in the absence of manifest error. The Borrower shall pay to such Lender within 10 Banking Days of the giving of such notice such Lender's Additional Compensation. Each of the Lenders shall be entitled to be paid such Additional Compensation from time to time to the extent that the provisions of this Section are then applicable notwithstanding that any Lender has previously been paid any Additional Compensation.

- (2) Notwithstanding anything herein to the contrary, (i) the *Dodd-Frank Wall Street Reform and Consumer Protection Act* and all regulations, requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all regulations,

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, Canadian or other regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a “change in law” for the purposes of this Section 12.5 regardless of the date enacted, adopted or issued.

- (3) Each Lender agrees that it will not claim Additional Compensation from the Borrower under Section 12.5(1) if it is not generally claiming similar compensation from its other customers in similar circumstances or in respect of any period greater than 3 months prior to the delivery of notice in respect thereof by such Lender, unless, in the latter case, the adoption, change or other event or circumstance giving rise to the claim for Additional Compensation is retroactive or is retroactive in effect.

12.6 **Prepayment of Portion**

In addition to the other rights and options of the Borrower hereunder and notwithstanding any contrary provisions hereof, if a Lender gives the notice provided for in Section 12.5 with respect to any Loan (an “**Affected Loan**”), the Borrower may, upon 2 Banking Days’ notice to that effect given to such Lender and the Agent (which notice shall be irrevocable), either effect a Conversion in accordance with the provisions hereof (if such Conversion would reduce the applicable Additional Compensation) or prepay in full without penalty such Lender’s Rateable Portion of the Affected Loan outstanding together with accrued and unpaid interest on the principal amount so prepaid up to the date of such prepayment, such Additional Compensation as may be applicable to the date of such payment and all costs, losses and expenses incurred by such Lender by reason of the liquidation or re-deployment of deposits or other funds or for any other reason whatsoever resulting from the repayment of such Affected Loan or any part thereof on other than the last day of the applicable Interest Period, and upon such payment being made that Lender’s obligations to make such Affected Loans to the Borrower under this Agreement shall terminate.

12.7 **Illegality**

If a Lender determines, in good faith, that the adoption of any Applicable Law, regulation, treaty or official directive (whether or not having the force of law) or any change therein or in the interpretation or application thereof by any court or by any Governmental Authority or any other entity charged with the interpretation or administration thereof or compliance by a Lender or its Lender Parent with any request or direction (whether or not having the force of law) of any such authority or entity, now or hereafter makes it unlawful or impossible for any Lender to, or for its Lender Parent to permit such Lender to, make, fund or maintain a Loan under any Credit Facility or to give effect to its obligations in respect of such a Loan, such Lender may, by written notice thereof to the Borrower and to the Agent declare its obligations under this Agreement in respect of such Loan to be terminated whereupon the same shall forthwith terminate, and the Borrower shall, within the time required by such law (or at the end of such longer period as such Lender at its discretion has agreed), either effect a Conversion of such Loan in accordance with the provisions hereof (if such Conversion would resolve the unlawfulness or impossibility) or prepay the principal of such Loan together with accrued interest, such Additional Compensation

as may be applicable with respect to such Loan to the date of such payment and all costs, losses and expenses incurred by the Lenders by reason of the liquidation or re-deployment of deposits or other funds or for any other reason whatsoever resulting from the repayment of such Loan or any part thereof on other than the last day of the applicable Interest Period. If any such change shall only affect a portion of such Lender's obligations under this Agreement which is, in the opinion of such Lender and the Agent, severable from the remainder of this Agreement so that the remainder of this Agreement may be continued in full force and effect without otherwise affecting any of the obligations of the Agent, the other Lenders or the Borrower hereunder, such Lender shall only declare its obligations under that portion so terminated.

ARTICLE 13 COSTS, EXPENSES AND INDEMNIFICATION

13.1 Costs and Expenses

The Borrower shall, within 30 days of the receipt of notice from the Agent, pay all reasonable out of pocket costs and expenses of the Lenders and the Agent, including travel expenses of The Toronto-Dominion Bank and expenses relating to Debt Domain (or any similar Platform), in connection with the Documents and the establishment and syndication of the Credit Facilities, including in connection with preparation, printing, execution and delivery of this Agreement and the other Documents whether or not any Drawdown has been made hereunder, and also including, without limitation, the reasonable fees and out of pocket costs and expenses of Lenders' Counsel with respect thereto and with respect to advising the Agent and the Lenders as to their rights and responsibilities under this Agreement and the other Documents. Except for ordinary expenses of the Lenders and the Agent relating to the day to day administration of this Agreement, the Borrower further agrees to pay within 30 days of demand by the Agent all reasonable out of pocket costs and expenses in connection with the preparation or review of waivers, consents and amendments pertaining to this Agreement, and in connection with the establishment of the validity and enforceability of this Agreement and the preservation or enforcement of rights of the Lenders and the Agent under this Agreement and other Documents, including, without limitation, all reasonable out of pocket costs and expenses sustained by the Lenders and the Agent as a result of any failure by the Borrower to perform or observe any of its obligations hereunder or in connection with any action, suit or proceeding (whether or not an Indemnified Party is a party or subject thereto), together with interest thereon from and after such 30th day if such payment is not made by such time.

13.2 General Indemnity

In addition to any liability of the Borrower to any Lender or the Agent under any other provision hereof, the Borrower shall indemnify each Indemnified Party and hold each Indemnified Party harmless against any losses, claims, costs, damages or liabilities (including, without limitation, any expense or cost incurred in the liquidation and re-deployment of funds acquired to fund or maintain any portion of a Loan and reasonable out of pocket expenses and reasonable legal fees on a solicitor and his own client basis) incurred by the same as a result of or in connection with the Credit Facilities or the Documents, including, without limitation, as a result of or in connection with:

- (a) any cost or expense incurred by reason of the liquidation or re-deployment in whole or in part of deposits or other funds required by any Lender to maintain any Loan as a result of the Borrower's failure to complete a Drawdown or to make any payment, repayment or prepayment on the date required hereunder or specified by it in any notice given hereunder;
- (b) the Borrower's failure to pay any other amount, including without limitation any interest or fee, due hereunder on its due date after the expiration of any applicable grace or notice periods (subject, however, to the interest obligations of the Borrower hereunder for overdue amounts);
- (c) the Borrower's repayment or prepayment of a SOFR Loan or a CORRA Loan otherwise than on the last day of its Interest Period;
- (d) the Borrower's failure to give any notice required to be given by it to the Agent, the Operating Lender or the Lenders hereunder;
- (e) the failure of the Borrower to make any other payment due hereunder;
- (f) any inaccuracy or incompleteness of the Borrower's representations and warranties contained in Article 8;
- (g) any failure of the Borrower to observe or fulfil its obligations under Article 9;
- (h) any failure of the Borrower to observe or fulfil any other Obligation not specifically referred to above; or
- (i) the occurrence of any Default or Event of Default in respect of the Borrower,

provided that this Section shall not apply to any losses, claims, costs, damages or liabilities that arise by reason of the gross negligence or wilful misconduct of the Indemnified Party claiming indemnity hereunder as determined in a final, non-appealable judgment by a court of competent jurisdiction. The provisions of this Section shall survive repayment of the Obligations.

13.3 Specific Indemnities

- (1) The Borrower shall indemnify and hold harmless the Indemnified Parties forthwith on demand by the Agent from and against any and all claims, suits, actions, debts, damages, costs, losses, liabilities, penalties, obligations, judgments, charges, expenses and disbursements (including without limitation, all reasonable legal fees and disbursements on a solicitor and his own client basis) of any nature whatsoever, suffered or incurred by the Indemnified Parties or any of them in connection with any Credit Facility, whether as beneficiaries under the Documents, as successors in interest of the Loan Parties or any of their Subsidiaries, or voluntary transfer in lieu of foreclosure, or otherwise howsoever, with respect to any Environmental Claims relating to the property of the Loan Parties or any of their Subsidiaries arising under any Environmental Laws as a result of the operations of the Loan Parties or any of their Subsidiaries relating to the property of such Loan Parties or any such

Subsidiaries after the date hereof, or the condition of any part of the property of such Loan Parties or any such Subsidiaries after the date hereof owned, operated or leased by such Loan Parties or any of the Subsidiaries, including any liabilities arising as a result of any indemnity covering Environmental Claims given to any person by the Lenders or the Agent or a receiver, receiver manager or similar person appointed hereunder or under applicable law (collectively, the “**Indemnified Third Party**”); but excluding any Environmental Claims or liabilities relating thereto to the extent that such Environmental Claims or liabilities arise by reason of the gross negligence or wilful misconduct of the Indemnified Party or the Indemnified Third Party claiming indemnity hereunder. The provisions of this Section shall survive the repayment of the Obligations.

- (2) The Borrower shall indemnify and hold harmless the Indemnified Parties forthwith on demand by the Agent from and against any and all claims, suits, actions, debts, damages, costs, losses, liabilities, penalties, obligations, judgments, charges, expenses and disbursements (including without limitation, all reasonable legal fees and disbursements on a solicitor and his own client basis) of any nature whatsoever, suffered or incurred by the Indemnified Parties or any of them in connection with any Credit Facility, whether as beneficiaries under the Documents, as successors in interest of the Borrower, the Parent or any of their Subsidiaries, or voluntary transfer in lieu of foreclosure, or otherwise howsoever, with respect to any AML Claims arising in relation to any Credit Facility; but excluding any AML Claims or liabilities relating thereto to the extent that such AML Claims or liabilities arise by reason of the gross negligence or wilful misconduct of the Indemnified Party claiming indemnity hereunder. The provisions of this Section shall survive the repayment of the Obligations.
- (3) For the purposes of providing the benefit of the indemnities contained in Sections 13.2 and 13.3 in favour of the Indemnified Parties and Indemnified Third Parties which are not a party hereto, the applicable Lender or the Agent, as the case may be, shall, in addition to contracting on its own behalf, be deemed to be contracting as agent and trustee for and on behalf of such persons.

13.4 Judgment Currency

- (1) If for the purpose of obtaining or enforcing judgment against the Borrower in any court in any jurisdiction, it becomes necessary to convert into any other currency (such other currency being hereinafter in this Section referred to as the “**Judgment Currency**”) an amount due in Canadian Dollars, United States Dollars or GBP under this Agreement, the conversion shall be made at the rate of exchange prevailing on the Banking Day immediately preceding:
 - (a) the date of actual payment of the amount due, in the case of any proceeding in the courts of any jurisdiction that will give effect to such conversion being made on such date; or

- (b) 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 being hereinafter in this Section referred to as the “**Judgment Conversion Date**”).
- (2) If, in the case of any proceeding in the court of any jurisdiction referred to in Section 13.4(1)(b), 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 Borrower shall pay such additional amount (if any) 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 Canadian Dollars, United States Dollars or GBP, as the case may be, 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.
- (3) Any amount due from the Borrower under the provisions of Section 13.4(2) shall be due 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.
- (4) The term “**rate of exchange**” in this Section 13.4 means the rate of exchange for Canadian interbank transactions in Canadian Dollars, United States Dollars or GBP, as the case may be, in the Judgment Currency published by the Bank of Canada at approximately the end of business (Toronto time) on the Banking Day immediately preceding the day in question, or if such rate is not so published by the Bank of Canada, such term shall mean the Equivalent Amount of the Judgment Currency.

13.5 Limits on Liability of Indemnified Parties

No Indemnified Party shall have any liability to the Loan Parties or any Subsidiary thereof or any person asserting claims on behalf of, or in right of, the Loan Parties or any Subsidiary thereof in connection with or as a result of the Credit Facilities, this Agreement or any other Document or any transaction contemplated hereby or thereby, except to the extent (and only to the extent) that any losses, claims, damages, liabilities or expenses incurred by such Loan Party or such Subsidiary or other person are determined by a final non appealable judgment of a court of competent jurisdiction to have resulted solely by reason of the gross negligence or wilful misconduct of such Indemnified Party. In any event, and notwithstanding the foregoing or any other provision hereof or of the other Documents to the contrary, no Indemnified Party shall be liable for any special, indirect, consequential or punitive damages in connection with or as a result of the Credit Facilities, this Agreement or any other Document or any transaction contemplated hereby or thereby.

ARTICLE 14 THE AGENT AND ADMINISTRATION OF THE CREDIT FACILITIES**14.1 Authorization and Action**

- (1) Each Lender hereby irrevocably appoints and authorizes the Agent to be its agent in its name and on its behalf to exercise such rights or powers granted to the Agent on behalf of the Lenders under this Agreement to the extent specifically provided herein and on the terms hereof, together with such powers as are reasonably incidental thereto and the Agent hereby accepts such appointment and authorization. As to any matters not expressly provided for by this Agreement, the Agent shall not be required to exercise any discretion or take any action, but, subject to Section 15.10, shall be required to act or to refrain from acting (and shall be fully protected in so acting or refraining from acting) upon the instructions of the Majority of the Lenders and such instructions shall be binding upon all Lenders; provided, however, that the Agent shall not be required to take any action which exposes the Agent to liability in such capacity or which could result in the Agent's incurring any costs and expenses, without provision being made for indemnity of the Agent by the Lenders against any loss, liability, cost or expense incurred, or to be incurred or which is contrary to this Agreement or Applicable Law.
- (2) The Lenders agree that all decisions as to actions to be or not to be taken, as to consents or waivers to be given or not to be given, as to determinations to be made and otherwise in connection with this Agreement and the Documents, shall be made upon the decision of the Majority of the Lenders except in respect of a decision or determination where it is specifically provided in this Agreement that "all of the Lenders", "all Lenders" or "each of the Lenders" or words to similar effect, or the Agent alone, is to be responsible for same. Each of the Lenders shall be bound by and agrees to abide by and adopt all decisions made as aforesaid and covenants in all communications with the Borrower to act in concert and to join in the action, consent, waiver, determination or other matter decided as aforesaid.
- (3) For certainty:
 - (a) the Agent is authorized to execute and deliver the Security and any document or instrument in connection therewith;
 - (b) the Agent declares that any interest it has in any property of any of the Loan Parties, pursuant to the grant of any security interest, assignment or transfer thereof under the Documents or in connection with enforcement thereof upon an Event of Default, is held by the Agent, in trust for, and on behalf of, the Lenders, their Hedging Affiliates and related Bank Product Providers on the terms contained in this Agreement; and
 - (c) Each of the Lenders authorises, including on behalf of its Hedging Affiliates and related Bank Product Providers, the Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions

specifically given to the Agent under or in connection with the Documents together with any other incidental rights, powers, authorities and discretions.

14.2

Procedure for Making Loans

- (1) The Agent shall make Loans available to the Borrower as required hereunder by debiting the account of the Agent to which the Lenders' Rateable Portions of such Loans have been credited in accordance with Section 2.11 (or causing such account to be debited) and, in the absence of other arrangements agreed to by the Agent and the Borrower in writing, by crediting the account of the Borrower or, at the expense of the Borrower, transferring (or causing to be transferred) like funds in accordance with the instructions of the Borrower as set forth in the Drawdown Notice, Rollover Notice or Conversion Notice, as the case may be, in respect of each Loan; provided that the obligation of the Agent hereunder to effect such a transfer shall be limited to taking such steps as are commercially reasonable to implement such instructions, which steps once taken shall constitute conclusive and binding evidence that such funds were advanced hereunder in accordance with the provisions relating thereto and the Agent shall not be liable for any damages, claims or costs which may be suffered by the Borrower and occasioned by the failure of such Loan to reach the designated destination.
- (2) Unless the Agent has been notified by a Lender at least one Banking Day prior to the Drawdown Date, Rollover Date or Conversion Date, as the case may be, requested by the Borrower that such Lender will not make available to the Agent its Rateable Portion of such Loan, the Agent may assume that such Lender has made or will make such portion of the Loan available to the Agent on the Drawdown Date, Rollover Date or Conversion Date, as the case may be, in accordance with the provisions hereof and the Agent may, but shall be in no way obligated to, in reliance upon such assumption, make available to the Borrower on such date a corresponding amount. If and to the extent such Lender shall not have so made its Rateable Portion of a Loan available to the Agent, such Lender agrees to pay to the Agent forthwith on demand such Lender's Rateable Portion of the Loan and all reasonable costs and expenses incurred by the Agent in connection therewith together with interest thereon (at the rate payable hereunder by the Borrower in respect of such Loan at the rate of interest per annum applicable to Canadian Prime Rate Loans) for each day from the date such amount is made available to the Borrower until the date such amount is paid to the Agent; provided, however, that notwithstanding such obligation if such Lender fails to so pay, the Borrower covenants and agrees that, without prejudice to any rights the Borrower may have against such Lender, it shall repay such amount to the Agent forthwith after demand therefor by the Agent. The amount payable to the Agent pursuant hereto shall be set forth in a certificate delivered by the Agent to such Lender and the Borrower (which certificate shall contain reasonable details of how the amount payable is calculated) and shall be prima facie evidence thereof, in the absence of manifest error. If such Lender makes the payment to the Agent required herein, the amount so paid shall constitute such Lender's Rateable Portion of the Loan for purposes of this Agreement. The failure of any Lender to make its Rateable Portion

of any Loan shall not relieve any other Lender of its obligation, if any, hereunder to make its Rateable Portion of such Loan on the Drawdown Date, Rollover Date or Conversion Date, as the case may be, but no Lender shall be responsible for the failure of any other Lender to make the Rateable Portion of any Loan to be made by such other Lender on the date of any Drawdown, Rollover or Conversion, as the case may be.

14.3 **Remittance of Payments**

Except for amounts payable to the Agent for its own account, forthwith after receipt of any repayment pursuant hereto or payment of interest or fees pursuant to Article 5 or payment pursuant to Article 7, the Agent shall remit to each Lender its Rateable Portion of such payment; provided that, unless the Agent has been notified by the Borrower at least one day prior to the date on which any payment is due to the Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Agent may assume that the Borrower has made or will make such payment on such date in accordance herewith and may, but shall in no way be obliged to, in reliance on such assumption distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Agent forthwith on demand the amount so distributed to such Lender in immediately available funds and all reasonable costs and expenses incurred by the Agent in connection therewith together with interest on the funds for each day, from and including the date such amount is distributed to it but excluding the date of payment to the Agent, at a rate determined by the Agent in accordance with prevailing banking industry practice on interbank compensation. A notice of the Agent to any Lender or the Borrower with respect to any amount owing under the Section 14.3 shall be conclusive, absent manifest error.

14.4 **Duties and Obligations**

Neither the Agent nor any of its directors, officers, agents or employees (and, for purposes hereof, the Agent shall be deemed to be contracting as agent and trustee for and on behalf of such persons) shall be liable to the Lenders for any action taken or omitted to be taken by it or them under or in connection with this Agreement except for its or their own gross negligence or wilful misconduct. Without limiting the generality of the foregoing, the Agent:

- (a) may assume that there has been no assignment or transfer by any means by the Lenders of their rights hereunder, unless and until the Agent receives written notice of the assignment thereof from such Lender and the Agent receives from the assignee an executed Assignment Agreement providing, inter alia, that such assignee is bound hereby as it would have been if it had been an original Lender party hereto;
- (b) may consult with legal counsel (including receiving the opinions of Borrower's counsel and Lenders' Counsel required hereunder), independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken in good faith by it in accordance with the advice of such counsel, accountants or experts;

- (c) shall incur no liability under or in respect of this Agreement by acting upon any notice, consent, certificate or other instrument or writing (which may be by telegram, cable, telecopier, electronic mail or other electronic means of communication which may generate a written report thereof) believed by it to be genuine and signed or sent by the proper party or parties or by acting upon any representation or warranty of the Borrower made or deemed to be made hereunder;
- (d) may assume that no Default or Event of Default has occurred and is continuing unless it has actual knowledge to the contrary;
- (e) may rely as to any matters of fact which might reasonably be expected to be within the knowledge of any person upon a certificate signed by or on behalf of such person;
- (f) shall not be bound to disclose to any other person any information relating to a Loan Party, any of their Subsidiaries or any other person if such disclosure would or might in its opinion constitute a breach of any applicable law, be in default of the provisions hereof or be otherwise actionable at the suit of any other person; and
- (g) may refrain from exercising any right, power or discretion vested in it which would or might in its reasonable opinion be contrary to any applicable law or any directive or otherwise render it liable to any person, and may do anything which is in its reasonable opinion necessary to comply with such applicable law.

Further, the Agent (i) does not make any warranty or representation to any Lender nor shall it be responsible to any Lender for the accuracy or completeness of the representations and warranties of the Borrower herein or the data made available to any of the Lenders in connection with the negotiation of this Agreement, or for any statements, warranties or representations (whether written or oral) made in or in connection with this Agreement; (ii) shall not have any duty to ascertain or to enquire as to the performance or observance of any of the terms, covenants or conditions of this Agreement on the part of the Borrower or to inspect the property (including the books and records) of the Loan Parties or any of their Subsidiaries; and (iii) shall not be responsible to any Lender for the due execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any instrument or document furnished pursuant hereto.

14.5 Prompt Notice to the Lenders

Notwithstanding any other provision herein, the Agent agrees to provide to the applicable Lenders, with copies where appropriate, all information, notices and reports required to be given to the Agent by the Borrower, promptly upon receipt of same, excepting therefrom information and notices relating solely to the role of Agent hereunder.

14.6 Agent's and Lenders' Authorities

With respect to its Commitments and the Drawdowns, Rollovers, Conversions and Loans made by it as a Lender, the Agent shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not the Agent. Subject to the express provisions hereof relating to the rights and obligations of the Agent and the Lenders in such capacities, the Agent and each Lender may accept deposits from, lend money to, and generally engage in any kind of business with the Loan Parties and their Subsidiaries or any corporation or other entity owned or controlled by any of them and any person which may do business with any of them without any duties to account therefor to the Agent or the other Lenders and, in the case of the Agent, all as if it was not the Agent hereunder.

14.7 Lender Credit Decision

It is understood and agreed by each Lender that it has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Loan Parties and their Subsidiaries. Each Lender represents to the Agent that it is engaged in the business of making and evaluating the risks associated with commercial revolving loans or term loans, or both, to corporations similar to the Borrower, that it can bear the economic risks related to the transaction contemplated hereby, that it has had access to all information deemed necessary by it in making such decision (provided that this representation shall not impair its rights against the Borrower) and that it is entering into this Agreement in the ordinary course of its commercial lending business. Accordingly, each Lender confirms with the Agent that it has not relied, and will not hereafter rely, on the Agent (i) to check or enquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Borrower or any other person under or in connection with this Agreement or the transactions herein contemplated (whether or not such information has been or is hereafter distributed to such Lender by the Agent), or (ii) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Loan Parties or any of their Subsidiaries. Each Lender acknowledges that a copy of this Agreement has been made available to it for review and each Lender acknowledges that it is satisfied with the form and substance of this Agreement. Each Lender hereby covenants and agrees that, subject to Section 14.15, it will not make any arrangements with Borrower for the satisfaction of any Loans or other Obligations without the consent of all the other Lenders.

14.8 Indemnification of Agent

The Lenders hereby agree to indemnify the Agent (to the extent not reimbursed by the Borrower), on a pro rata basis in accordance with their respective Commitments as a proportion of the aggregate of all outstanding Commitments, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by, or asserted against the Agent in any way relating to or arising out of this Agreement or any action taken or omitted by the Agent under or in respect of this Agreement in its capacity as Agent; provided that no Lender shall be liable for any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs expenses or disbursements resulting from the Agent's gross negligence or wilful misconduct. If the Borrower subsequently repays all or a portion of such amounts to the

Agent, the Agent shall reimburse the Lenders their pro rata shares (according to the amounts paid by them in respect thereof) of the amounts received from the Borrower. Without limiting the generality of the foregoing, each Lender agrees to reimburse the Agent promptly upon demand for its portion (determined as above) of any out of pocket expenses (including counsel fees) incurred by the Agent in connection with the preservation of any rights of the Agent or the Lenders under, or the enforcement of, or legal advice in respect of rights or responsibilities under, this Agreement, to the extent that the Agent is not reimbursed for such expenses by the Borrower.

14.9 **Successor Agent**

The Agent may, as hereinafter provided, resign at any time by giving 45 days' prior written notice thereof to the Lenders and the Borrower. Upon any such resignation, the Lenders shall, after soliciting the views of the Borrower, have the right to appoint another Lender as a successor agent (the "**Successor Agent**") who shall be acceptable to the Borrower, acting reasonably. If no Successor Agent shall have been so appointed by the Lenders and shall have accepted such appointment within 30 days after the retiring Agent's giving of notice of resignation, then the retiring Agent shall, on behalf of the Lenders, appoint a Successor Agent who shall be a Lender acceptable to the Borrower, acting reasonably. Upon the acceptance of any appointment as Agent hereunder by a Successor Agent, such Successor Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring Agent shall thereupon be discharged from its further duties and obligations as the Agent under this Agreement. After any retiring Agent's resignation hereunder as Agent, the provisions of this Article shall continue to enure to its benefit as to any actions taken or omitted to be taken by it as Agent or in its capacity as the Agent while it was the Agent hereunder.

14.10 **Taking and Enforcement of Remedies**

Each of the Lenders hereby acknowledges that, to the extent permitted by applicable law, the remedies provided hereunder to the Lenders are for the benefit of the Lenders collectively and acting together and not severally and further acknowledges that its rights hereunder are to be exercised not severally, but collectively by the Agent upon the decision of the Majority of the Lenders regardless of whether acceleration was made pursuant to Section 11.2. Notwithstanding any of the provisions contained herein, each of the Lenders hereby covenants and agrees that it shall not be entitled to individually take any action with respect to any Credit Facility, including, without limitation, any acceleration under Section 11.2, but that any such action shall be taken only by the Agent with the prior written agreement or instructions of the Majority of the Lenders; provided that, notwithstanding the foregoing, if (a) the Agent, having been adequately indemnified against costs and expenses of so doing by the Lenders, shall fail to carry out any such instructions of a Majority of the Lenders, any Lender may do so on behalf of all Lenders and shall, in so doing, be entitled to the benefit of all protections given the Agent hereunder or elsewhere, and (b) in the absence of instructions from the Majority of the Lenders and where in the sole opinion of the Agent the exigencies of the situation warrant such action, the Agent may without notice to or consent of the Lenders or any of them take such action on behalf of the Lenders as it deems appropriate or desirable in the interests of the Lenders. Each of the Lenders hereby further covenants and agrees that upon any such written consent being given by the Majority of the Lenders, or upon a Lender or the Agent taking action as aforesaid, it shall cooperate fully with the Lender or the Agent to the extent requested by the Lender or the Agent in the collective realization

including, without limitation, and, if applicable, the appointment of a receiver, or receiver and manager to act for their collective benefit. Each Lender covenants and agrees to do all acts and things and to make, execute and deliver all agreements and other instruments, including, without limitation, any instruments necessary to effect any registrations, so as to fully carry out the intent and purpose of this Section; and each of the Lenders hereby covenants and agrees that, subject to Section 14.15 and Section 9.2(b) it has not heretofore and shall not seek, take, accept or receive any security for any of the obligations and liabilities of the Borrower hereunder or under any other document, instrument, writing or agreement ancillary hereto and shall not enter into any agreement with any of the parties hereto or thereto relating in any manner whatsoever to the Credit Facilities, unless all of the Lenders shall at the same time obtain the benefit of any such security or agreement.

With respect to any enforcement, realization or the taking of any rights or remedies to enforce the rights of the Lenders hereunder, the Agent shall be a trustee for each Lender, and all monies received from time to time by the Agent in respect of the foregoing shall be held in trust and shall be trust assets within the meaning of applicable bankruptcy or insolvency legislation and shall be considered for the purposes of such legislation to be held separate and apart from the other assets of the Agent, and each Lender shall be entitled to their Rateable Portion of such monies. In its capacity as trustee, the Agent shall be obliged to exercise only the degree of care it would exercise in the conduct and management of its own business and in accordance with its usual practice concurrently employed or hereafter instituted for other substantial commercial loans.

14.11 **Reliance Upon Agent**

The Borrower shall be entitled to rely upon any certificate, notice or other document or other advice, statement or instruction provided to it by the Agent pursuant to this Agreement, and the Borrower shall generally be entitled to deal with the Agent with respect to matters under this Agreement which the Agent is authorized to deal with without any obligation whatsoever to satisfy itself as to the authority of the Agent to act on behalf of the Lenders and without any liability whatsoever to the Lenders for relying upon any certificate, notice or other document or other advice, statement or instruction provided to it by the Agent, notwithstanding any lack of authority of the Agent to provide the same.

14.12 **No Liability of Agent**

The Agent shall have no responsibility or liability to the Borrower on account of the failure of any Lender to perform its obligations hereunder (unless such failure was caused, in whole or in part, by the Agent's failure to observe or perform its obligations hereunder), or to any Lender on account of the failure of the Borrower or any Lender to perform its obligations hereunder.

14.13 **The Agent and Defaulting Lenders**

- (1) Each Defaulting Lender shall be required to provide to the Agent cash in an amount, as shall be determined from time to time by the Agent in its discretion, equal to all obligations of such Defaulting Lender to the Agent that are owing or may become owing pursuant to this Agreement, including such Defaulting Lender's obligation to pay its Rateable Portion of any indemnification or expense reimbursement

amounts not paid by the Borrower. Such cash shall be held by the Agent in one or more cash collateral accounts, which accounts shall be in the name of the Agent and shall not be required to be interest bearing. The Agent shall be entitled to apply the foregoing cash in accordance with this Section 14.13.

- (2) In addition to the indemnity and reimbursement obligations noted in Section 14.8, the Lenders agree to indemnify the Agent (to the extent not reimbursed by the Borrower and without limiting the obligations of the Borrower hereunder) rateably according to their respective Rateable Portions (and in calculating the Rateable Portion of a Lender, ignoring the Commitments of Defaulting Lenders) any amount that a Defaulting Lender fails to pay the Agent and which is due and owing to the Agent pursuant to Section 14.8. Each Defaulting Lender agrees to indemnify each other Lender for any amounts paid by such Lender and which would otherwise be payable by the Defaulting Lender.
- (3) The Agent shall be entitled to set off and/or withhold any Defaulting Lender's Rateable Portion of all payments received from the Borrower against such Defaulting Lender's obligations to fund payments and Loans required to be made by it and to purchase participations required to be purchased by it in each case under this Agreement and the other Documents (provided that, notwithstanding the exercise of such set-off or withholding, the Borrower shall have been deemed to have made such payment to such Defaulting Lender for the purposes of this Agreement and the other Documents). To the extent permitted by Applicable Laws, the Agent shall be entitled to withhold and deposit in one or more non-interest bearing cash collateral accounts in the name of the Agent all amounts (whether principal, interest, fees or otherwise) received by the Agent and due to a Defaulting Lender pursuant to this Agreement, which amounts shall be used by the Agent:
 - (a) first, to reimburse the Agent for any amounts owing to it by the Defaulting Lender pursuant to any Document;
 - (b) second, to the reimbursement, on a *pro rata* basis, of any indemnity amounts owing by such Defaulting Lender pursuant to Section 14.13(2);
 - (c) third, to repay on a pro rata basis any (i) Loans made by a Lender pursuant to Section 15.2(4) in order to fund a shortfall created by a Defaulting Lender and, upon receipt of such repayment, each such Lender shall be deemed to have assigned to the Defaulting Lender such incremental portion of such Loans;
 - (d) fourth, to cash collateralize all other contingent obligations of such Defaulting Lender to the Agent, in its capacity as the Agent or the Agent owing pursuant to this Agreement in such amount as shall be determined from time to time by the Agent in its discretion, including such Defaulting Lender's obligation to pay its Rateable Portion of any indemnification or expense reimbursement amounts not paid by the Borrower; and
 - (e) fifth, to fund from time to time the Defaulting Lender's Rateable Portion of Loans.

- (4) For greater certainty and in addition to the foregoing, neither the Agent nor any of its Affiliates nor any of their respective shareholders, officers, directors, employees, agents or representatives shall be liable to any Lender (including, without limitation, a Defaulting Lender) for any action taken or omitted to be taken by it in connection with amounts payable by the Borrower to a Defaulting Lender and received and deposited by the Agent in a cash collateral account and applied in accordance with the provisions of this Agreement, save and except for the gross negligence or wilful misconduct of the Agent as determined by a final non-appealable judgement of a court of competent jurisdiction.

14.14 Article for Benefit of Agent and Lenders

The provisions of this Article 14 which relate to the rights and obligations of the Lenders to each other or to the rights and obligations between the Agent and the Lenders shall be for the exclusive benefit of the Agent and the Lenders, and, except to the extent provided in Sections 14.1, 14.2, 14.5, 14.9, 14.10, 14.11, 14.12, 14.13, this Section 14.14, Section 14.15 and Section 14.16, the Borrower shall not have any rights or obligations thereunder or be entitled to rely for any purpose upon such provisions. Any Lender may waive in writing any right or rights which it may have against the Agent or the other Lenders hereunder without the consent of or notice to the Borrower.

14.15 Redistribution of Payment

Each Lender agrees that:

- (a) if the Lender exercises any security against or right of counter claim, set off or banker's lien or similar right with respect to the property of Borrower or any other Subsidiary or if under any applicable bankruptcy, insolvency or other similar law it receives a secured claim and collateral for which it is, or is entitled to exercise any set off against, a debt owed by it to the Borrower or any other Subsidiary, the Lender shall apportion the amount thereof proportionately between:
- (A) such Lender's Rateable Portion of all outstanding Obligations owing by the Borrower, which amounts shall be applied in accordance with Section 14.15(b); and
 - (B) amounts otherwise owed to such Lender by the Borrower and the other Subsidiaries,

provided that (i) any cash collateral account held by such Lender as collateral for a letter of credit or bankers' acceptance issued or accepted by such Lender on behalf of the Borrower or any other Subsidiary which is Permitted Debt may be applied by such Lender to such amounts owed by the Borrower or such other Subsidiary, as the case may be, to such Lender pursuant to such letter of credit or in respect of any such bankers' acceptance without apportionment and (ii) these provisions do not apply to:

- (C) a right or claim which arises or exists in respect of a loan or other debt in respect of which the relevant Lender holds a Security Interest which is a Permitted Encumbrance;
 - (D) cash collateral provided, or the exercise of rights of counterclaim, set-off or banker's lien or similar rights, in respect of account positioning arrangements for the Borrower and the other Subsidiaries provided by a Lender in the ordinary course of business or in respect of other cash management services provided by a Lender in the ordinary course of business;
 - (E) any reduction in amounts owing by a Lender (or its Hedging Affiliates) to the Borrower or any other Subsidiary upon the termination of Lender Financial Instruments entered into with the relevant Lender (or its Hedging Affiliates); or
 - (F) any payment to which a Lender is entitled as a result of any credit derivative or other form of credit protection obtained by such Lender;
- (b) if, in the aforementioned circumstances, the Lender, through the exercise of a right, or the receipt of a secured claim described in Section 14.15(a) above or otherwise, receives payment of a proportion of the aggregate amount of Obligations due to it hereunder which is greater than the proportion received by any other Lender in respect of the aggregate Obligations due to the Lenders (having regard to the respective Rateable Portions of the Lenders), the Lender receiving such proportionately greater payment shall purchase, on a non-recourse basis at par, and make payment for a participation (which shall be deemed to have been done simultaneously with receipt of such payment) in the outstanding Loans of the other Lender or Lenders so that their respective receipts shall be pro rata to their respective Rateable Portions; provided, however, that if all or part of such proportionately greater payment received by such purchasing Lender shall be recovered by or on behalf of the Borrower or any trustee, liquidator, receiver or receiver manager or person with analogous powers from the purchasing Lender, such purchase shall be rescinded and the purchase price paid for such participation shall be returned to the extent of such recovery, but without interest unless the purchasing Lender is required to pay interest on such amount, in which case each selling Lender shall reimburse the purchasing Lender pro rata in relation to the amounts received by it. Such Lender shall exercise its rights in respect of such secured claim in a manner consistent with the rights of the Lenders entitled under this Section to share in the benefits of any recovery on such secured claims; and
- (c) if the Lender does, or is required to do, any act or thing permitted by Section 14.15(a) or (b) above, it shall promptly provide full particulars thereof to the Agent.

14.16 **Erroneous Payments**

- (1) If the Agent notifies a Lender or any person who has received funds on behalf of a Lender (any such Lender or other recipient, a “**Payment Recipient**”) that the Agent has determined in its sole discretion (whether or not after receipt of any notice under Section 14.16(2)) that any funds received by such Payment Recipient from the Agent or any of its Affiliates were erroneously transmitted to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an “**Erroneous Payment**”) and demands the return of such Erroneous Payment (or a portion thereof), such Erroneous Payment shall at all times remain the property of the Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Agent, and such Lender shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Banking Days thereafter, return to the Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Agent in same day funds at the greater of the Federal Funds Rate and a rate determined by the Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of the Agent to any Payment Recipient under this Section 14.16(1) shall be conclusive, absent manifest error.
- (2) Without limiting Section 14.16(1) each Lender, or any person who has received funds on behalf of a Lender, 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 Agent (or any of its Affiliates) (a) 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 Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (b) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Agent (or any of its Affiliates) or (c) that such Lender 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 subparagraphs (a) or (b), an error shall be presumed to have been made (absent written confirmation from the Agent to the contrary) or (B) an error has been made (in the case of immediately subparagraph (c)), in each case, with respect to such payment, prepayment or repayment; and
 - (ii) such Lender shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Banking Day of its knowledge of such error) notify the Agent of its receipt of such payment,

prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Agent pursuant to this Section 14.16(2)(ii).

- (3) Each Lender hereby authorizes the Agent to set off, net and apply any and all amounts at any time owing to such Lender under any Document, or otherwise payable or distributable by the Agent to such Lender from any source, against any amount due to the Agent under Section 14.16(1) or under the indemnification provisions of this Agreement.
- (4) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Agent for any reason, after demand therefor by the Agent in accordance Section 14.16(1), from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its respective behalf) (such unrecovered amount, an “**Erroneous Payment Return Deficiency**”), upon the Agent’s notice to such Lender at any time, (a) such Lender shall be deemed to have assigned its Loans (but not its Commitments) with respect to which such Erroneous Payment was made in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Agent may specify) (such assignment of the Loans (but not Commitments), the “**Erroneous Payment Deficiency Assignment**”) at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Agent in such instance), and is hereby (together with the Borrower) deemed to execute and deliver an Assignment Agreement (as to which the Agent and such parties are participants) with respect to such Erroneous Payment Deficiency Assignment, (b) the Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (c) upon such deemed acquisition, the Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and its applicable Commitments which shall survive as to such assigning Lender and (d) the Agent may reflect in the register its ownership interest in the Loans subject to the Erroneous Payment Deficiency Assignment. The Agent may, in its discretion, sell any Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Loan (or portion thereof), and the Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Commitments of any Lender and such Commitments shall remain available in accordance with the terms of this Agreement. In addition, each party hereto agrees that, except to the extent that the Agent has sold a Loan (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Agent may be equitably subrogated, the Agent shall be contractually subrogated to all the rights and interests of the applicable Lender under the Documents with respect to each Erroneous Payment Return Deficiency.

- (5) The parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligations owed by the Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Agent from (a) the Borrower or any other Loan Party or (b) the proceeds of realization from the enforcement of one or more of the Documents against or in respect of one or more of the Loan Parties, in each case, for the purpose of making such Erroneous Payment.
- (6) 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 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.
- (7) Each party’s obligations, agreements and waivers under this Section 14.16 shall survive the resignation or replacement of the Agent, any transfer of rights or obligations by, or the replacement of, a Lender, the termination of the Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Document.
- (8) For purposes of this Section 14.16, each Lender:
 - (a) agrees it is executing and delivering this Agreement with respect to this Section 14.16 both on its own behalf and as agent for and on behalf of its Affiliates referred to in this Section 14.16 and any person receiving funds under or pursuant to any of the Documents on behalf of such Lender or any of such Affiliates;
 - (b) represents, warrants, covenants and agrees that its Affiliates referred to in this Section 14.16 and any person receiving funds under or pursuant to any of the Documents on behalf of such Lender or any of such Affiliates are bound by the provisions of this Section 14.16; and
 - (c) agrees that any matter or thing done or omitted to be done by such Lender, its Affiliates or any person receiving funds under or pursuant to any of the Documents on behalf of such Lender or any of such Affiliates which are the subject of this Section 14.16 will be binding upon such Lender and each Lender does hereby indemnify and save the Agent and its Affiliates harmless from any and all losses, expenses, claims, demands or other liabilities of the Agent and its Affiliates resulting from the failure of such Lender, its Affiliates or such persons to comply with their obligations under and in respect of this Section 14.16, in each case, in accordance with and subject to the limitations in Section 14.8.

ARTICLE 15 GENERAL

15.1 Exchange and Confidentiality of Information

- (1) The Borrower agrees that the Agent and each Lender may provide any assignee or participant or any bona fide prospective assignee or participant pursuant to Sections 15.6 or 15.7 with any information concerning the Loan Parties and their Subsidiaries provided such party agrees in writing with the Agent or such Lender for the benefit of the Borrower to be bound by a like duty of confidentiality to that contained in this Section.
- (2) Each of the Agent and the Lenders acknowledges the confidential nature of the financial, operational and other information and data provided and to be provided to them by the Borrower pursuant hereto (the “**Information**”) and agrees to use all reasonable efforts to prevent the disclosure thereof provided, however, that:
 - (a) the Agent and each of the Lenders may disclose all or any part of the Information if, in their reasonable opinion, such disclosure is required in connection with any actual or threatened judicial, administrative or governmental proceedings including, without limitation, proceedings initiated under or in respect of this Agreement;
 - (b) the Agent and each of the Lenders shall incur no liability in respect of any Information required to be disclosed by any applicable law or regulation, or by applicable treaty, order, policy or directive having the force of law, to the extent of such requirement;
 - (c) the Agent and each Lender may disclose the Information to any Governmental Authority (including any self-regulatory agency or authority) having jurisdiction over it (i) upon the request thereof or (ii) where it considers such disclosure to be required, acting reasonably;
 - (d) the Agent and each Lender may provide any Affiliate thereof with the Information to the extent reasonably required to be disclosed thereto; provided that each such Affiliate shall be under a like duty of confidentiality to that contained in this Section 15.1 and further provided that the Agent or the Lender, as the case may be, providing the Information shall be responsible for any breach by its Affiliate of the aforementioned like duty of confidentiality;
 - (e) the Agent and each of the Lenders may provide Lenders’ Counsel and their other agents and professional advisors with any Information; provided that such persons shall be under a like duty of confidentiality to that contained in this Section;
 - (f) the Agent and each Lender may disclose Information to any insurance or reinsurance company thereof for the purpose of maintaining insurance, to any person providing administration and settlement services in respect of this Agreement and to any actual or prospective counterparty to any securitization, swap or derivative transaction relating to the Borrower; provided that, such

counterparty, insurance or reinsurance company or other person agrees in writing to be under a like duty of confidentiality to that contained in this Section;

- (g) the Agent and each of the Lenders shall incur no liability in respect of any Information: (i) which is or becomes readily available to the public (other than by a breach hereof) or which has been made readily available to the public by the Loan Parties or their Subsidiaries, (ii) which the Agent or the relevant Lender can show was, prior to receipt thereof from the Borrower, lawfully in the Agent's or Lender's possession and not then subject to any obligation on its part to the Borrower to maintain confidentiality, or (iii) which the relevant Agent or the relevant Lender received from a third party who was not, to the knowledge of the Agent or such Lender, under a duty of confidentiality to the Borrower at the time the information was so received;
- (h) the Agent and each of the Lenders may disclose the Information to (i) any of their Affiliates, (ii) any of their respective Affiliates and (iii) other financial institutions and other persons in connection with the syndication by the Agent or Lenders of the Credit Facilities, the assignment of a Lender of the Credit Facilities or the granting by a Lender of a participation in the Credit Facilities, in each case, where such Affiliate or financial institution or other person agrees to be under a like duty of confidentiality to that contained in this Section 15.1; and
- (i) the Agent and each of the Lenders may disclose all or any part of the Information so as to enable the Agent and the Lenders to initiate any lawsuit against the Borrower or to defend any lawsuit commenced by the Borrower the issues of which touch on the Information, but only to the extent such disclosure is necessary to the initiation or defense of such lawsuit.

15.2

Nature of Obligation under this Agreement; Defaulting Lenders

- (1) The obligations of each Lender and of the Agent under this Agreement are several. The failure of any Lender to carry out its obligations hereunder shall not relieve the other Lenders, the Agent or the Borrower of any of their respective obligations hereunder.
- (2) Subject to and without derogating from the operation of Section 14.13 and this Section 15.2, neither the Agent nor any Lender shall be responsible for the obligations of any other Lender hereunder.
- (3) 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 standby fees payable pursuant to Section 5.8 shall cease to accrue on the unused portion of the Commitment of such Defaulting Lender;
 - (b) a Defaulting Lender shall not be included in determining whether, and the Commitment and the Rateable Portion of the Outstanding Principal of such

Defaulting Lender shall not be included in determining whether all Lenders or the Majority of the Lenders have taken or may take any action hereunder (including any consent to any amendment, modification or waiver pursuant to Section 15.10), provided that any waiver, modification or amendment requiring the consent of all Lenders or each affected Lender that (i) affects such Defaulting Lender in an adverse manner that differs in any material respect from its application to other affected Lenders, (ii) increases the Commitment of such Defaulting Lender, (iii) extends a Maturity Date applicable to such Defaulting Lender, (iv) decreases the Applicable Pricing Rate applicable to such Defaulting Lender or (v) postpones, reduces or waives any principal payment due to such Defaulting Lender hereunder shall in each case require the consent of such Defaulting Lender; and

- (c) for the avoidance of doubt, the Borrower shall retain and reserve its other rights and remedies respecting each Defaulting Lender.
- (4) If any Lender shall cease to be a Defaulting Lender, then, upon becoming aware of the same, the Agent shall notify such non-Defaulting Lenders and (in accordance with the written direction of the Agent) such Lender (which has ceased to be a Defaulting Lender) shall purchase, and such non-Defaulting Lenders shall on a Rateable basis sell and assign to such Lender, portions of such Loans equal in total to such Lender's Rateable Portion thereof without regard to Section 15.2(4).
- (5) The Borrower shall have the right, at its option, to (i) replace Defaulting Lenders under the Credit Facilities (by causing them to assign their rights and interests under the Credit Facilities to additional financial institutions which have agreed to become Lenders or by increasing the Commitments of existing Lenders under the Credit Facilities with, in the latter case, the consent of such increasing Lenders, or any combination thereof), (ii) repay the Obligations outstanding to Defaulting Lenders under the Credit Facilities and cancelling their Commitments (without corresponding repayment to other Lenders), or (iii) any combination of the foregoing; provided that increases in the Commitments of existing Lenders and the addition of new financial institutions as Lenders shall require the consent of the Agent and the Fronting Lender, such consents not to be unreasonably withheld (it being understood that the withholding of consent by the Fronting Lender due to (A) the Fronting Lender's concern over the credit quality of the proposed assignee or (B) exposure limits of the Fronting Lender related to the proposed assignee shall, in each case, be deemed to be reasonable).
- (6) In order to give effect to the provisions of Section 15.2(5) (but subject to such provisions), the Borrower may, from time to time:
 - (a) require any Defaulting Lender to assign all of its rights, benefits and interests under the Documents, its Commitments and its Rateable Portion of all Loans and other Obligations (collectively, the **"Defaulting Lender's Assigned Interests"**) to (i) any other Lenders which have agreed to increase their Commitments and purchase the Defaulting Lender's Assigned Interests, and (ii) to third party financial institutions selected by the Borrower (with the consent of the Agent and,

in respect of the Syndicated Facility, the Fronting Lender, such consents not to be unreasonably withheld (it being understood that the withholding of consent by the Fronting Lender due to (A) the Fronting Lender's concern over the credit quality of the proposed assignee or (B) exposure limits of the Fronting Lender related to the proposed assignee shall, in each case, be deemed to be reasonable)). The Borrower shall provide the Agent with 10 Banking Days' prior written notice of its desire to proceed under this Section. The assignment of the Defaulting Lender's Assigned Interests shall be effective upon: (w) execution and delivery of assignment documentation satisfactory to the relevant Defaulting Lender the assignee, the Borrower and the Agent (each acting reasonably); (x) upon payment to the relevant Defaulting Lender, by the relevant assignee of an amount equal to such Lender's Rateable Portion of all Loans being assigned and all accrued but unpaid interest and fees hereunder in respect of those portions of the Loans and Commitments being assigned; and (y) upon payment by the relevant assignee to the Agent (for the Agent's own account) of the transfer fee contemplated in Section 15.6. Upon such assignment and transfer, the assigning Defaulting Lender shall have no further right, interest, benefit or obligation in respect of the Defaulting Lender's Assigned Interests (except as provided in Section 6.7(3)) and the assignee thereof shall succeed to the position of such Lender as if the same was an original party hereto in the place and stead of such Defaulting Lender; for such purpose, the assignee shall execute and deliver an Assignment Agreement and such other documentation as may be reasonably required by the Agent and the Borrower to confirm its agreement to be bound by the provisions hereof as a Lender and to give effect to the foregoing; and

- (b) to the extent that the Borrower has not caused any Defaulting Lender to assign its rights, benefits and interests to another Lender or other financial institution as provided in paragraph (a) above, repay to such Defaulting Lender at any time while such Lender continues to be a Defaulting Lender, all such Lender's Rateable Portion of all Loans outstanding under the Credit Facilities, together with all accrued but unpaid interest and fees thereon and with respect to its Commitments, without making corresponding repayment to the other Lenders and the Borrower may cancel such Lender's Commitments. Upon completion of the foregoing, such Defaulting Lender shall have no further right, interest, benefit or obligation in respect of the Credit Facilities (except as provided in Section 6.7(3)) and each Credit Facility shall be reduced by the amount of such Lender's cancelled Commitment thereunder.
- (7) If any Fronted LC is outstanding at the time that a Lender becomes a Defaulting Lender then:
- (a) all or any part of such Defaulting Lender's Rateable Portion of such Fronted LC shall be re-allocated among the Non-Defaulting Lenders in accordance with their respective Rateable Portions; provided that such re-allocation may only be effected if and to the extent that (i) such re-allocation would not cause any Non-Defaulting Lender's Rateable Portion of all Loans to exceed its applicable

Commitment and (ii) the conditions precedent in Section 3.1 are satisfied at such time;

- (b) to the extent permitted by applicable law, if the re-allocation described in subparagraph (a) above cannot be effected, or can only partially be effected, then such Defaulting Lender shall, within one Banking Day following notice by the Agent, provide cash collateral for such Defaulting Lender's Rateable Portion of such Letter of Credit (after giving effect to any partial re-allocation pursuant to subparagraph (a) above) in accordance with the procedures set forth in Section 14.15 for so long as such Letter of Credit is outstanding; and
- (c) if the Rateable Portions of the Non-Defaulting Lenders are re-allocated pursuant to this Section 15.2(5), then the issuance fees payable to the Lenders pursuant to Section 6.8 shall be adjusted to give effect to such re-allocations in accordance with each such Non-Defaulting Lender's Rateable Portions.
- (8) So long as any Lender is a Defaulting Lender, the Fronting Lender shall not be required to issue, amend or increase any Fronted LC unless the Fronting Lender is satisfied that the related exposure will be 100% covered by the Commitments of the Non-Defaulting Lenders and/or cash collateralized in accordance with Section 14.14, and participating interests in any such newly issued or increased Letter of Credit shall be allocated among Non-Defaulting Lenders in a manner consistent with Section 15.2(4) or 15.2(6)(a) as applicable (and the Defaulting Lenders shall not participate therein).

15.3 **Notices**

Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given by personal delivery or by transmittal by telecopy or other electronic means of communication addressed to the respective parties as follows:

To the Borrower:

K-Bro Linen Systems Inc.
14903 137 Ave N.W.
Edmonton, AB T5V 1R9

Attention: Chief Financial Officer
Email: [Contact information redacted]
Facsimile: [Contact information redacted]

To the Agent:

for Drawdown Notices, Conversion Notices, Rollover Notices and Repayment Notices,
to:

The Toronto-Dominion Bank, as Agent
TD North Tower

77 King Street West, [*Contact information redacted*]
Toronto, Ontario M5K 1A2

Attention: [*Contact information redacted*]
Facsimile: [*Contact information redacted*]
E:Mail [*Contact information redacted*]

for all other notices, to:

The Toronto-Dominion Bank, as Agent
TD Bank Tower
66 Wellington Street West, [*Contact information redacted*]
Toronto, Ontario M5K 1A2

Attention: [*Contact information redacted*]
E:Mail: [*Contact information redacted*]

with a copy to:

The Toronto-Dominion Bank
Commercial National Accounts
[*Contact information redacted*], 421-7th Avenue S.W.
Calgary, AB T2P 4K9

Attention: [*Contact information redacted*]
Facsimile: [*Contact information redacted*]
E:Mail [*Contact information redacted*]

To each Lender: As set forth in the most recent administrative questionnaire or other written notification provided to the Agent by such Lender (a copy of which shall be provided to the Borrower upon request to the Agent),

or to such other address or telecopy number as any party may from time to time notify the others in accordance with this Section. Any demand, notice or communication made or given by personal delivery or by telecopier or other electronic means of communication during normal business hours at the place of receipt on a Banking Day shall be conclusively deemed to have been made or given at the time of actual delivery or transmittal, as the case may be, on such Banking Day. Any demand, notice or communication made or given by personal delivery or by telecopier or other electronic means of communication after normal business hours at the place of receipt or otherwise than on a Banking Day shall be conclusively deemed to have been made or given at 9:00 a.m. (Calgary time) on the first Banking Day following actual delivery or transmittal, as the case may be.

15.4 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, without prejudice to or

limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of the Borrower may be found.

15.5 **Benefit of the Agreement**

This Agreement shall enure to the benefit of and be binding upon the Borrower, the Lenders, the Agent and their respective successors and permitted assigns.

15.6 **Assignment**

Any Lender may, without consent of the Borrower during the continuance of an Event of Default and at all other times with the prior written consent of the Borrower, the Agent and, in connection with the Syndicated Facility, the Fronting Lender, which consents shall not be unreasonably withheld (it being understood that the withholding of consent by the Fronting Lender due to (a) the Fronting Lender's concern over the credit quality of the proposed assignee or (b) exposure limits of the Fronting Lender related to the proposed assignee shall, in each case, be deemed to be reasonable), sell, assign, transfer or grant an interest in its Commitments (in a minimum amount of Cdn.\$5,000,000), its Rateable Portion of the Loans and its rights under the Documents; provided that, without the consent of the Borrower and the Agent, no Lender shall sell, assign, transfer or grant an interest in any Commitment, Loan or Document if the effect of the same would be to have a Lender with aggregate Commitments of less than Cdn.\$5,000,000 (such amount to be reduced in proportion to any partial reductions in each Credit Facility) and further provided that, it shall be a precondition to any such sale, assignment, transfer or grant that the contemplated assignor Lender shall have paid to the Agent, for the Agent's own account, a transfer fee of Cdn.\$[*Rate redacted*]. Upon any such sale, assignment, transfer or grant, the granting Lender shall have no further obligation hereunder with respect to such interest. Upon any such sale, assignment, transfer or grant, the granting Lender, the new Lender, the Agent, in respect of the Syndicated Facility, the Fronting Lender and the Borrower shall execute and deliver an Assignment Agreement. The Borrower shall not assign its rights or obligations hereunder without the prior written consent of all of the Agent and the Lenders, which consents shall not be unreasonably withheld. In connection with any assignment pursuant to this Section 15.6, the Borrower shall not be required to pay any additional obligation by way of withholding tax or otherwise than it would have been obligated to pay if such assignment had not been made.

15.7 **Participations**

Any Lender may, without the consent of the Borrower, grant one or more participations in its Commitments and its Rateable Portion of the Loans to other persons, provided that the granting of such a participation: (a) shall be at the Lender's own cost, (b) shall not affect the obligations of such Lender hereunder nor shall it increase the costs to the Borrower hereunder or under any of the other Documents, and (c) shall not provide the participant with any right to approve the provision by the Lender of any consent, waiver or approval hereunder or require the Borrower to deal directly with such participant.

15.8 **Severability**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof and any such prohibition or

unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

15.9 **Whole Agreement**

This Agreement and the other Documents constitute the whole and entire agreement between the parties hereto regarding the subject matter hereof and thereof and cancel and supersede any prior agreements (including, without limitation, any commitment letters), undertakings, declarations, commitments, representations, written or oral, in respect thereof.

15.10 **Amendments and Waivers**

Any provision of this Agreement and the other Documents may be amended only if the Borrower and the Majority of the Lenders so agree in writing and, except as otherwise specifically provided herein, may be waived only if the Majority of the Lenders so agree in writing, but:

- (a) an amendment or waiver which changes or relates to (i) subject to Section 2.20, the amount or type of the Credit Facilities, the amount of the Loans available hereunder (or decreases in the periods of notice for Drawdowns, Conversions, Rollovers or voluntary prepayment of Loans) or any Lender's Commitment, (ii) decreases in the rates of or deferral of the dates of payment of interest or Letters of Credit fees, standby fees or decreases in the amount of principal owing hereunder or deferral of the dates of mandatory repayments of principal, (iii) decreases in the amount of or deferral of the dates of payment of fees or other amounts payable hereunder (other than fees payable for the account of Agent, which may be increased or decreased with the written agreement of the Agent), (iv) the definition of "Majority of the Lenders", (v) any provision hereof contemplating or requiring consent, approval or agreement of "all Lenders", "all of the Lenders" or similar expressions or permitting waiver of conditions or covenants or agreements by "all Lenders", "all of the Lenders" or similar expressions (vi) the definition of "Event of Default", (vii) the release or discharge of, or any material amendment or waiver of, any Security other than as provided for herein (including for any discharge of Security required in connection with any disposition permitted by this Agreement), (viii) the conditions precedent to Drawdowns, (ix) Section 2.15, Section 2.20 or Section 2.22 or (x) this Section, shall require the agreement or waiver of all the Lenders and also (in the case of an amendment) of the other parties hereto;
- (b) an amendment or waiver which changes or relates to the rights and/or obligations of the Agent shall also require the agreement of the Agent thereto;
- (c) an amendment or waiver which changes or relates to the rights and/or obligations of the Operating Lender shall also require the agreement of the Operating Lender thereto (provided that an amendment or waiver which only relates to the Operating Facility and/or the rights and/or obligations of the Operating Lender may be made with the consent of the Operating Lender alone); and

- (d) an amendment or waiver which changes or relates to the rights or obligations of the Lenders under only one Credit Facility (but not the Lenders under the other Credit Facilities) shall only require the agreement of a Majority of the Lenders under such affected Credit Facility or all of the Lenders under such affected Credit Facility, as the case may.

Any such waiver and any consent by the Agent, any Lender, the Majority of the Lenders or all of the Lenders under any provision of this Agreement must be in writing and may be given subject to any conditions thought fit by the person giving that waiver or consent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

15.11 **Further Assurances**

The Borrower shall, and shall cause other Loan Party and each of their Subsidiaries to, promptly cure any default by it or defect in the execution and delivery of this Agreement, the other Documents or any of the agreements provided for hereunder to which it is a party. Upon request, the Borrower will, at its expense, as promptly as practical, execute and deliver to the Agent, all such other and further deeds, agreements, opinions, certificates, instruments, affidavits, registration materials and other documents (and cause each other Subsidiary to take such action) necessary for the Borrower's compliance with or performance of the covenants and agreements of the Borrower, any Loan Party or any of their Subsidiaries in any of the Documents, including this Agreement, or to further evidence and more fully describe the property subject to the Security Interests, privileges and priorities purported to be created by the Security, or to correct any omissions in any of the Documents, or more fully to state the obligations set out herein or in any of the Documents, or to perfect, protect or preserve the Security Interests created pursuant to any of the Documents, or to make any registration, recording, to file any notice or to obtain any consent, all as may be necessary or appropriate in connection therewith, in the judgment of the Agent, acting reasonably.

15.12 **Attornment**

The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to the Documents. For the purpose of all such legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Agreement. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of any party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

15.13 **Time of the Essence**

Time shall be of the essence of this Agreement.

15.14 Credit Agreement Governs

In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the other Documents, the provisions of this Agreement, to the extent of the conflict or inconsistency, shall govern and prevail.

15.15 Anti-Money Laundering Laws

- (1) The Borrower acknowledges that, pursuant to applicable Anti-Money Laundering Laws, the Lenders and the Agent may be required to obtain, verify and record information regarding the Borrower, the Parent, the other Loan Parties, their Affiliates who have granted Security and their directors, authorized signing officers, direct or indirect shareholders or other persons in control of the Parent, the Borrower and the transactions contemplated hereby. The Borrower shall promptly provide all such information within its control, including supporting documentation and other evidence, as may be reasonably requested by any Lender or the Agent, or any prospective assignee of a Lender or the Agent, in order to comply with any applicable Anti-Money Laundering Laws.
- (2) If, upon the written request of any Lender, the Agent has ascertained the identity of the Borrower, the Parent, any other Loan Party or any of their Subsidiaries or any authorized signatories of such a person for the purposes of applicable Anti-Money Laundering Laws on such Lender's behalf, then the Agent:
 - (a) 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 Agent within the meaning of applicable Anti-Money Laundering Laws; and
 - (b) shall provide to such Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.
- (3) Notwithstanding the foregoing, each of the Lenders agrees that the Agent has no obligation to ascertain the identity of the Borrower, any other Loan Party or any of their Subsidiaries or any authorized signatories of such a person, on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from any such person or any such authorized signatory in doing so.

15.16 Counterparts; Electronic Execution

This Agreement and the other Documents may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement or any other Document to produce or account for more than one such counterpart. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Document. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Agreement or any other Document shall be deemed to include

electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), the *Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

15.17 Acknowledgement and Consent to Bail-In of Affected Financial Institutions

Notwithstanding anything to the contrary in any Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

- (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and
- (b) the effects of any Bail-In Action on any such liability, including, if applicable:
 - (i) a reduction in full or in part or cancellation of any such liability;
 - (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Document; or
 - (iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

15.18 Platform

- (1) The Borrower agrees that the Agent may, but shall not be obligated to, make the Communications (as defined below) available to the Lenders by posting the Communications on Debt Domain, Intralinks, SyndTrak or a substantially similar electronic transmission system (the “**Platform**”).

- (2) The Platform is provided “as is” and “as available.” The Agent Parties do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects, is made by any Agent Party in connection with the Communications or the Platform. In no event shall the Agent or any of its Affiliates (collectively, the “**Agent Parties**”) have any liability to the Borrower, the Parent, any other Loan Party or any of their Subsidiaries to any Lender or any other person for damages of any kind, including direct or indirect, special, incidental or consequential damages, losses or expenses (whether in tort, contract or otherwise) arising out of such person’s or the Agent’s transmission of communications through the Platform. “**Communications**” means, collectively, any notice, demand, communication, information, document or other material that the Borrower, the Parent, any other Loan Party or any of their Subsidiaries provides to the Agent pursuant to any Document or the transactions contemplated therein which is distributed to the Agent or any Lender by means of electronic communications pursuant to this Section 15.18, including through the Platform.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

K-BRO LINEN SYSTEMS INC.

By: (signed) "Kristie Plaquin"
Name: Kristie Plaquin
Title: Chief Financial Officer

LENDERS:

THE TORONTO-DOMINION BANK

By: [Signature Redacted]
Name: [Name Redacted]
Title: [Title Redacted]

By: [Signature Redacted]
Name: [Name Redacted]
Title: [Title Redacted]

NATIONAL BANK OF CANADA

By: [Signature Redacted]
Name: [Name Redacted]
Title: [Title Redacted]

By: [Signature Redacted]
Name: [Name Redacted]
Title: [Title Redacted]

ATB FINANCIAL

By: [Signature Redacted]
Name: [Name Redacted]
Title: [Title Redacted]

By: [Signature Redacted]
Name: [Name Redacted]
Title: [Title Redacted]

BANK OF MONTREAL

By: [Signature Redacted]
Name: [Name Redacted]
Title: [Title Redacted]

By: [Signature Redacted]
Name: [Name Redacted]
Title: [Title Redacted]

CANADIAN IMPERIAL BANK OF COMMERCE

By: [Signature Redacted]
Name: [Name Redacted]
Title: [Title Redacted]

By: [Signature Redacted]
Name: [Name Redacted]
Title: [Title Redacted]

AGENT:

**THE TORONTO-DOMINION BANK,
in its capacity as the Agent**

By: [Signature Redacted]
Name: [Name Redacted]
Title: [Title Redacted]

SCHEDULE A

LENDERS AND COMMITMENTS

Lender	Term Facility Commitment	Operating Facility Commitment	Syndicated Facility Commitment
The Toronto-Dominion Bank	<i>[Commitment details redacted]</i>	<i>[Commitment details redacted]</i>	<i>[Commitment details redacted]</i>
National Bank of Canada	<i>[Commitment details redacted]</i>	<i>[Commitment details redacted]</i>	<i>[Commitment details redacted]</i>
ATB Financial	<i>[Commitment details redacted]</i>	<i>[Commitment details redacted]</i>	<i>[Commitment details redacted]</i>
Bank of Montreal	<i>[Commitment details redacted]</i>	<i>[Commitment details redacted]</i>	<i>[Commitment details redacted]</i>
Canadian Imperial Bank of Commerce	<i>[Commitment details redacted]</i>	<i>[Commitment details redacted]</i>	<i>[Commitment details redacted]</i>
Total	Cdn.\$134,300,000	Cdn.\$15,000,000	Cdn.\$160,000,000

SCHEDULE B

LENDER ASSIGNMENT AGREEMENT

THIS LENDER ASSIGNMENT AGREEMENT is made as of the [●] day of [●], [●]

BETWEEN:

[●]

(hereinafter referred to as the “**Assignor**”),

OF THE FIRST PART,

- and -

[●]

(hereinafter referred to as the “**Assignee**”),

OF THE SECOND PART,

- and -

K-BRO LINEN SYSTEMS INC., a corporation formed under the laws of the Province of Alberta (hereinafter sometimes referred to as the “**Borrower**”),

OF THE THIRD PART,

- and -

THE TORONTO-DOMINION BANK, a Canadian chartered bank, as agent of the Lenders (hereinafter referred to as the “**Agent**”),

OF THE FOURTH PART,

[- and -

THE TORONTO-DOMINION BANK, a Canadian chartered bank, as Fronting Lender (hereinafter referred to as the “**Fronting Lender**”),

OF THE FIFTH PART.]

[NOTE: Delete the square-bracketed references to the Fronting Lender throughout this Schedule B in the case of an assignment under the Operating Facility or the Term Facility.]

WHEREAS the Assignor is a Lender under the amended and restated credit agreement originally made as of March 26, 2024 and amended and restated as of June 11, 2025 between the Borrower, The Toronto-Dominion Bank and the other financial institutions party thereto from time to time as lenders and the Agent (as amended, modified, supplemented and restated to the date hereof, the “**Credit Agreement**”);

AND WHEREAS the Assignor has agreed to assign and transfer to the Assignee certain rights under the Credit Agreement in compliance with the Credit Agreement, and the Assignee has agreed to accept such rights and assume certain obligations of the Assignor under the Credit Agreement;

AND WHEREAS this Agreement is delivered pursuant to Section 15.6 of the Credit Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the parties hereby agree as follows:

1. **INTERPRETATION**

- (a) In this Agreement, including the recitals, capitalized terms used herein, and not otherwise defined herein, shall have the same meanings attributed thereto as set forth in the Credit Agreement. In addition, the following terms shall have the following meanings:
 - (i) “**Assigned Commitment**” has the meaning set forth in Section 2 hereof;
 - (ii) “**Assigned Interests**” has the meaning set forth in Section 2 hereof;
 - (iii) “**Assumed Obligations**” has the meaning set forth in Section 4 hereof; and
 - (iv) “**Outstanding Term Loans**” has the meaning set forth in Section 3 hereof.
- (b) The division of this Agreement into Articles, Sections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.
- (c) In this Agreement:
 - (i) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified, to this Lender Assignment Agreement taken as a whole and not to any particular section, subsection or paragraph;
 - (ii) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa; and

- (iii) words and terms denoting inclusiveness (such as “include” or “includes” or “including”), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.
- (d) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Alberta, without prejudice to the rights of the parties to take proceedings in any other jurisdictions.
- (e) If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction, it shall not affect the validity, legality or enforceability of any such provision in any other jurisdiction or the validity, legality or enforceability of any other provision of this Agreement.

2. ASSIGNMENT OF RIGHTS BY ASSIGNOR

Effective as of the date hereof, the Assignor hereby absolutely assigns and transfers to the Assignee:

- (a) subject as provided in Section 3(a) hereof, **[all OR [●]% of all]** of the Assignor’s right, title and interest in, to and under each of the outstanding Loans and other Obligations owing by the Borrower to the Assignor under the **[Syndicated Facility/Operating Facility/Term Facility]**, as more particularly described in Exhibit A attached hereto; and
- (b) **[all OR [●]%]** of the Assignor’s **[Syndicated Facility/Operating Facility/Term Facility]** Commitment, being **[Cdn. \$●/ U.S. \$●]** of such Commitment (the “Assigned Commitment”),

together with all of the Assignor’s other rights under the Credit Agreement and the other Documents but only insofar as such other rights relate to (a) and (b) above (collectively, the “Assigned Interests”).

3. OUTSTANDING TERM LOANS

- (a) The parties hereby acknowledge that, on the date hereof, **[SOFR Loans]** and/or **[Term CORRA Loans]** and/or **[Daily Compounded CORRA Loans]** accepted by the Assignor and each having terms to maturity ending on or after the date hereof may be outstanding (collectively, the “**Outstanding Term Loans**” and each an “**Outstanding Term Loan**”). Notwithstanding any provision of the Credit Agreement or this Agreement, the Assignee shall have no right, title, benefit or interest in or to any Outstanding Term Loans. The Assignee shall assume no liability or obligation to the Assignor in respect of such Outstanding Term Loans.
- (b) From time to time, as the Outstanding Term Loans mature and Rollovers and Conversions are made by the Borrower in respect thereof, the Assignee shall

participate in the Loans effecting such Rollovers and Conversions to the full extent of its Assigned Commitment in its capacity as a Lender.

4. **ASSUMPTION OF OBLIGATIONS BY ASSIGNEE**

The Assignee assumes and covenants and agrees to be responsible for all obligations relating to the Assigned Interests to the extent such obligations arise or accrue on or after the date hereof (collectively, the “**Assumed Obligations**”) and agrees that it will be bound by the Credit Agreement and the other Documents to the extent of the Assumed Obligations as fully as if it had been an original party to the Credit Agreement.

5. **CREDIT AGREEMENT REFERENCES; NOTICES**

Effective as of the date hereof:

- (a) the Assignee shall be a Lender for all purposes of the Credit Agreement and the other Documents and all references therein to “Lenders” or “a Lender” shall be deemed to include the Assignee;
- (b) the [**Syndicated Facility Commitment/Operating Facility Commitment/Term Facility Commitment**] of the Assignee shall be the Assigned Commitment and all references in the Credit Agreement to [**“Syndicated Facility Commitment”/“Operating Facility Commitment”/“Term Facility Commitment”**] of the Assignee shall be deemed to be to the Assigned Commitment;
- (c) any demand, notice or communication to be given to the Assignee in accordance with section 15.3 of the Credit Agreement shall be made or given to the following address or telecopy number (until the Assignee otherwise gives notice in accordance with such section 15.3): [●]; and
- (d) Schedule A to the Credit Agreement shall be deemed to be and is hereby amended to the extent necessary to give effect to the assignment of the Assigned Commitment contemplated hereby and to give effect to Sections 5(a), 5(b) and 5(c) hereof.

6. **THE AGENT**

Without in any way limiting the provisions of Section 4 hereof, the Assignee irrevocably appoints and authorizes the Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement and the other Documents as are delegated to the Agent by the terms thereof, together with such powers as are reasonably incidental thereto, all in accordance with the provisions of the Credit Agreement.

7. **NO ENTITLEMENT TO PRIOR INTEREST OR OTHER FEES**

Except as otherwise agreed in writing between the Assignor and the Assignee, notwithstanding any provision of the Credit Agreement or the other Documents or any other

provision of this Agreement, the Assignee shall have no right, title or interest in or to any interest or fees paid or to be paid to the Assignor under, pursuant to or in respect of:

- (a) the fees paid to the Assignor in respect of the establishment of the Credit Facilities;
- (b) [the fees payable to the Agent pursuant to section 5.9 of the Credit Agreement; or]
[**Note: Section 7(b) to be inserted for any assignment by the Agent.**]
- (c) the Loans, the Credit Facilities or the Credit Agreement for any period of time or in respect of any event or circumstance prior to the date hereof, including, without limitation, any standby fees pursuant to section 5.9 of the Credit Agreement. For certainty, with respect to the Assigned Interests, the Assignor shall be solely entitled to the interest payable in respect of that portion of the Interest Period of an unmatured Outstanding Term Loan occurring prior to the date hereof.

8. **CONSENT OF BORROWER AND THE AGENT**

The Borrower[, the Fronting Lender] and the Agent hereby consent to the assignment of the Assigned Interests to the Assignee and the assumption of the Assumed Obligations by the Assignee and agree to recognize the Assignee as a Lender under the Credit Agreement as fully as if the Assignee had been an original party to the Credit Agreement. [**The Borrower], the Fronting Lender] and the Agent agree that the Assignor shall have no further liability or obligation in respect of the Assumed Obligations.**]

[NOTE: Delete the square-bracketed second sentence of Section 8 hereof in the case of an assignment to an affiliate of the Assignor, as provided in the Credit Agreement.]

9. **REPRESENTATIONS AND WARRANTIES**

Each of the parties, other than the Borrower, hereby represents and warrants to the other parties, other than the Borrower, as follows:

- (a) it is duly incorporated and validly subsisting under the laws of its governing jurisdiction;
- (b) it has all necessary corporate power and authority to enter into this Agreement and to perform its obligations hereunder and under the Credit Agreement and the other Documents;
- (c) the execution, delivery, observance and performance on its part of this Agreement has been duly authorized by all necessary corporate and other action and this Agreement constitutes a legal, valid and binding obligation of such party enforceable against it in accordance with its terms; and
- (d) all Governmental Authorizations, if any, required for the execution, delivery, observance and performance by it of this Agreement, the Credit Agreement and the other Documents have been obtained and remain in full force and effect, all conditions have been duly complied with and no action by, and no notice to or other

filing or registration with any Governmental Authority is required for such execution, delivery, observance or performance.

The Assignor represents and warrants to the Assignee that it has the right to sell to the Assignee the Assigned Interests and that the same are free and clear of all Security Interests. The Assignor also represents and warrants to the Assignee that it has not received written notice of any Default or Event of Default having occurred under the Credit Agreement which is continuing.

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement and notwithstanding any examinations or investigations which may be made by the parties or their respective legal counsel.

Except as expressly provided herein, the Assignee confirms that this Agreement is entered into by the Assignee without any representations or warranties by the Assignor[, the Fronting Lender] or the Agent on any matter whatsoever, including, without limitation, on the effectiveness, validity, legality, enforceability, adequacy or completeness of the Credit Agreement or any Document delivered pursuant thereto or in connection therewith or any of the terms, covenants and conditions therein or on the financial condition, creditworthiness, condition, affairs, status or nature of K-Bro Linen Inc. (the “**Parent**”) and its Subsidiaries.

10. **ASSIGNEE CREDIT DECISION**

The Assignee acknowledges to the Assignor[, the Fronting Lender] and the Agent that the Assignee has itself been, and will continue to be, solely responsible for making its own independent appraisal of and investigations into the financial condition, creditworthiness, condition, affairs, status and nature of the Parent and its Subsidiaries, all of the matters and transactions contemplated herein and in the Credit Agreement and the other Documents and all other matters incidental to the Credit Agreement and the other Documents. The Assignee confirms with the Assignor[, the Fronting Lender] and the Agent that it does not rely, and it will not hereafter rely, on the Agent[, Fronting Lender] or the Assignor:

- (a) to check or inquire on its behalf into the adequacy, accuracy or completeness of any information provided by the Parent, the Borrower, any Subsidiary thereof or any other person under or in connection with the Credit Agreement and the other Documents or the transactions therein contemplated (whether or not such information has been or is hereafter distributed to the Assignee by the Agent); or
- (b) to assess or keep under review on its behalf the financial condition, creditworthiness, condition, affairs, status or nature of the Parent and its Subsidiaries.

The Assignee acknowledges that a copy of the Credit Agreement (including a copy of the Schedules) has been made available to it for review and further acknowledges and agrees that it has received copies of such other Documents and such other information that it has requested for the purposes of its investigation and analysis of all matters related to this Agreement, the Credit Agreement, the other Documents and the transactions contemplated hereby and thereby. The

Assignee acknowledges that it is satisfied with the form and substance of the Credit Agreement and the other Documents.

11. PAYMENTS

The Assignor and the Assignee acknowledge and agree that all payments under the Credit Agreement in respect of the Assigned Interests from and after the date hereof received by the Agent on or after the date hereof shall be the property of the Assignee and the Agent shall be entitled to treat the Assignee as solely entitled thereto.

12. AMENDMENTS AND WAIVERS

Any amendment or modification or waiver of any right under any provision of this Agreement shall be in writing (in the case of an amendment or modification, signed by the parties) and any such waiver shall be effective only for the specific purpose for which given and for the specific time period, if any, contemplated therein. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof and any waiver of any breach of the provisions of this Agreement shall be without prejudice to any rights with respect to any other or further breach.

13. GENERAL PROVISIONS

- (a) The parties hereto shall from time to time and at all times do all such further acts and things and execute and deliver all such documents as are reasonably required in order to fully perform and carry out the terms of this Agreement.
- (b) The provisions of this Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.
- (c) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one full set of counterparts.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by its duly authorized representative(s) as of the date first above written.

[•], as Assignor

Per:

[•]

Per:

[•]

[●], as Assignee

Per: _____
[●]

Per: _____
[●]

K-BRO LINEN SYSTEMS INC.

Per: _____
[●]

Per: _____
[●]

THE TORONTO-DOMINION BANK, in its
capacity as Agent

Per: _____
[●]

Per: _____
[●]

[THE TORONTO-DOMINION BANK], in its
capacity as Fronting Lender

Per: _____
[●]

Per: _____
[●]

EXHIBIT A

Assignor [**Syndicated Facility/Operating Facility/Term Facility**] [**Cdn.\$/U.S.\$**]

• • •

SCHEDULE C

COMPLIANCE CERTIFICATE

TO: The Toronto-Dominion Bank, in its capacity as agent of the Lenders (the “**Agent**”)

AND TO: Each of the Lenders

1. Reference is made to the amended and restated credit agreement originally made as of March 26, 2024 and amended and restated as of June 11, 2025 between K-Bro Linen Systems Inc., as borrower (the “**Borrower**”), The Toronto-Dominion Bank and the other financial institutions party thereto in their capacity as lenders and the Agent and relating to the establishment of certain credit facilities in favour of the Borrower (as amended and supplemented to the date hereof, the “**Credit Agreement**”). Capitalized terms used herein, and not otherwise defined herein, shall have the meanings attributed to such terms in the Credit Agreement.
2. This Compliance Certificate is delivered pursuant to Section 9.1(e)(iv) of the Credit Agreement.
3. The undersigned, [name], [**President/Chief Executive Officer/Chief Financial Officer/Vice President Finance/ Treasurer**] of the Borrower, hereby certifies that, as of the date of this Compliance Certificate, I have made or caused to be made such investigations as are necessary or appropriate for the purposes of this Compliance Certificate and:
 - (a) the consolidated annual financial statements of K-Bro Linen Inc. (the “**Parent**”) for the fiscal year ending [●],[●] together with a report and unqualified opinion of the Borrower’s auditors in connection with such audit provided herewith pursuant to Section 9.1(e) of the Credit Agreement were prepared in accordance with generally accepted accounting principles and present fairly, in all material respects, the consolidated financial position of the Parent as at the date thereof; [**NTD: Include 3(a) for fiscal year ends only**]
 - (b) the unaudited consolidated quarterly financial statements for the fiscal quarter ending [●],[●] for the Parent provided herewith pursuant to Section 9.1(e) of the Credit Agreement were prepared in accordance with generally accepted accounting principles and present fairly, in all material respects, the consolidated financial position of the Parent as at the date thereof; [**NTD: Include 3(b) for the first, second and third fiscal quarter ends of each fiscal year only**]
 - (c) the representations and warranties made by the Borrower in Article 8 of the Credit Agreement are true and correct in all respects as at the date hereof, except as has heretofore been notified to the Agent by the Borrower in writing [**or except as described in Schedule ____ hereto**];

- (d) no Default or Event of Default has occurred and is continuing, except as has heretofore been notified to the Agent by the Borrower in writing **[or except as described in Schedule _____ hereto]**;
- (e) as at the end of the aforementioned **[fiscal quarter OR fiscal year]**, the Funded Debt to EBITDA Ratio was **[●]:1.00**; attached hereto as Exhibit A is a determination of such financial ratio as at the end of the aforementioned **[fiscal quarter OR fiscal year]**, together with particulars of each of the definitions and elements included in the determination of such financial ratio;
- (f) as at the end of the aforementioned **[fiscal quarter OR fiscal year]**, the Fixed Charge Coverage Ratio was **[●]:1.00**; attached hereto as Exhibit B is a determination of such financial ratio as at the end of the aforementioned **[fiscal quarter OR fiscal year]**, together with particulars of each of the definitions and elements included in the determination of such financial ratio;
- (g) the Borrower and the other Loan Parties who have provided security under the Credit Agreement (i) legally, beneficially and directly own **[●]%** of the Consolidated Net Tangible Assets of the Parent as at the aforementioned **[fiscal quarter OR fiscal year]**, and (ii) have combined EBITDA of **[●]%** of the consolidated EBITDA over the previous 12 months, as calculated at the aforementioned **[fiscal quarter OR fiscal year]**, in each case based on the most recent financial statements of the Parent; attached hereto as Exhibit C is a determination of such calculation regarding each of the Consolidated Net Tangible Assets and EBITDA as at the end of the aforementioned **[fiscal quarter OR fiscal year]**, together with particulars of each of the definitions and elements included in the determination of such calculations;
- (h) attached hereto as Exhibit D is a tax reconciliation showing current and future taxes, as required to be delivered pursuant to Section 9.1(e)(iv) of the Credit Agreement;
- (i) in connection with IFRS 16, attached hereto as Exhibit E is a reconciliation of the calculation of the financial ratios set out in this Compliance Certificate with the financial statements delivered as at the end of the aforementioned **[fiscal quarter OR fiscal year]**;
- (j) attached hereto as Exhibit F is a summary of all surety bonds and performance bonds issued for the benefit of a Loan Party or Loan Parties, including a calculation of the aggregate sum of all surety bonds and performance bonds **[NTD: Include 3(j) for fiscal year ends only]**; and
- (k) **[attached hereto as Exhibit G is a report on the status of all outstanding Financial Instruments.] [NTD: To include 3(k) to the extent not detailed in the financial statements provided in connection herewith].**

[Remainder of page intentionally blank]

I give this Compliance Certificate on behalf of the Borrower and in my capacity as the **[President/Chief Executive Officer/Chief Financial Officer/Vice President Finance/Treasurer]** of the Borrower, and no personal liability is created against or assumed by me in the giving of this Compliance Certificate.

Dated at [●], this [●] day of [●], [●].

Name:

Title: **[President/Chief Executive
Officer/Chief Financial Officer/Vice
President Finance/ Treasurer]**

SCHEDULE D
CONVERSION NOTICE

TO: The Toronto-Dominion Bank, in its capacity as Agent

DATE: _____

This Conversion Notice is delivered to you pursuant to the terms and conditions of the amended and restated credit agreement originally made as of March 26, 2024 and amended and restated as of June 11, 2025 between K-Bro Linen Systems Inc., as borrower (the “**Borrower**”), The Toronto-Dominion Bank and the other financial institutions party thereto in their capacity as lenders and The Toronto-Dominion Bank, as agent and relating to the establishment of certain credit facilities in favour of the Borrower (as amended and supplemented to the date hereof, the “**Credit Agreement**”). Unless otherwise expressly defined herein, capitalized terms set forth in this Conversion Notice shall have the respective meanings set forth in the Credit Agreement.

1. The Borrower hereby requests a Conversion as follows:

(a) Conversion Date: _____

(b) Conversion of the following Loans under the **[Syndicated/Term]** Facility:

(i) Type of Loan: _____

(ii) Amount being converted: _____

(iii) Interest Period maturity (for SOFR Loans, Term CORRA Loans and Daily Compounded CORRA Loans): _____

INTO the following Loan under the **[Syndicated/Term]** Facility:

(iv) Type of Loan: _____

(v) Interest Period (specify term of SOFR Loans, Term CORRA Loans and Daily Compounded CORRA Loans): _____

(c) Payment, delivery or issuance instructions (if any): _____

Yours very truly,

K-BRO LINEN SYSTEMS INC.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

SCHEDULE E

DRAWDOWN NOTICE

TO: [The Toronto-Dominion Bank, in its capacity as Agent] OR [The Toronto-Dominion Bank, in its capacity as Operating Lender]

DATE: _____

This Drawdown Notice is delivered to you pursuant to the terms and conditions of the amended and restated credit agreement originally made as of March 26, 2024 and amended and restated as of June 11, 2025 between K-Bro Linen Systems Inc., as borrower (the “**Borrower**”), The Toronto-Dominion Bank and the other financial institutions party thereto in their capacity as lenders and The Toronto-Dominion Bank, as agent and relating to the establishment of certain credit facilities in favour of the Borrower (as amended and supplemented to the date hereof, the “**Credit Agreement**”). Unless otherwise expressly defined herein, capitalized terms set forth in this Drawdown Notice shall have the respective meanings set forth in the Credit Agreement.

1. The Borrower hereby requests a Drawdown as follows:

- (a) Drawdown Date: _____
- (b) Amount of Drawdown: _____
- (c) Type of Loan and Credit Facility: _____
- (d) Interest Period (specify term for SOFR Loans, Term CORRA Loans, Daily Compounded CORRA Loans and Letters of Credit):

(e) Payment, delivery or issuance instructions (if any): _____

Yours very truly,

K-BRO LINEN SYSTEMS INC.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

SCHEDULE F

REPAYMENT NOTICE

TO: **[The Toronto-Dominion Bank, in its capacity as Agent] OR [The Toronto-Dominion Bank, in its capacity as Operating Lender]**

DATE: _____

1. This Repayment Notice is delivered to you pursuant to the terms and conditions of the amended and restated credit agreement originally made as of March 26, 2024 and amended and restated as of June 11, 2025 between K-Bro Linen Systems Inc., as borrower (the “**Borrower**”), The Toronto-Dominion Bank and the other financial institutions party thereto in their capacity as lenders and The Toronto-Dominion Bank, as agent and relating to the establishment of certain credit facilities in favour of the Borrower (as amended and supplemented to the date hereof, the “**Credit Agreement**”). Unless otherwise expressly defined herein, capitalized terms set forth in this Repayment Notice shall have the respective meanings set forth in the Credit Agreement.
2. The Borrower hereby gives notice of a repayment as follows:
 - (a) Date of Repayment:

 - (b) Loan(s) and Credit Facility:

 - (c) Interest Period maturity (specify for SOFR Loans, Term CORRA Loans, Daily Compounded CORRA Loans and Letters of Credit):

 - (d) Amount being repaid:

Yours very truly,

K-BRO LINEN SYSTEMS INC.

Per:

Name:

Title:

Per:

Name:

Title:

SCHEDULE G

ROLLOVER NOTICE

TO: **[The Toronto-Dominion Bank, in its capacity as Agent] OR [The Toronto-Dominion Bank, in its capacity as Operating Lender]**

DATE: _____

1. This Rollover Notice is delivered to you pursuant to the terms and conditions of the amended and restated credit agreement originally made as of March 26, 2024 and amended and restated as of June 11, 2025 between K-Bro Linen Systems Inc., as borrower (the “**Borrower**”), The Toronto-Dominion Bank and the other financial institutions party thereto in their capacity as lenders and The Toronto-Dominion Bank, as agent and relating to the establishment of certain credit facilities in favour of the Borrower (as amended and supplemented to the date hereof, the “**Credit Agreement**”). Unless otherwise expressly defined herein, capitalized terms set forth in this Rollover Notice shall have the respective meanings set forth in the Credit Agreement.
2. The Borrower hereby requests a Rollover as follows:
 - (a) Rollover Date: _____
 - (b) Amount of Rollover: _____
 - (c) Type of Loan and Credit Facility: _____
 - (d) New Interest Period (specify term of SOFR Loans, Term CORRA Loans, Daily Compounded CORRA Loans and Letters of Credit):

(e) Payment, delivery or issuance instructions (if any): _____

Yours very truly,

K-BRO LINEN SYSTEMS INC.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

SCHEDULE H-1

AMENDED AND RESTATED FIXED AND FLOATING CHARGE DEMAND DEBENTURE (K-Bro Linen Systems Inc.)

Principal Sum: \$700,000,000 Canadian Dollars
Interest Rate: [Rate redacted]% per annum
Date: ●, 20●

ARTICLE 1 PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the “**Debtor**”) hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of The Toronto-Dominion Bank in its capacity as agent (in such capacity, the “**Agent**”) for and on behalf of (a) The Toronto-Dominion Bank and such other financial institutions as are and as may become lenders from time to time (collectively, the “**Lenders**” and, individually, a “**Lender**”) under the amended and restated credit agreement originally made as of March 26, 2024 and amended and restated as of June 11, 2025 between the Debtor, as borrower, the Lenders and the Agent (as the same may be further amended, modified, supplemented or restated from time to time, the “**Credit Agreement**”), (b) all Hedging Affiliates (as defined in the Credit Agreement) of each Lender and (c) all Bank Product Providers (as defined in the Credit Agreement), for the benefit of the Agent, the Lenders, such Hedging Affiliates and Bank Product Providers (collectively, the “**Beneficiaries**”), the Principal Sum stipulated above at the Agent’s offices at TD Bank Tower, 66 Wellington Street West, [Contact information redacted], Toronto, Ontario, M5K 1A2 or at such other place as the Agent may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest, to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.

The Agent, on behalf of the Beneficiaries, is the person entitled to receive the principal of and interest on this amended and restated debenture (this “**Debenture**”) and all other amounts payable hereunder.

ARTICLE 2 CHARGE

Charge

2.1 As security for the due payment of the Principal Sum, interest and all other money payable hereunder and all other obligations hereunder (collectively, the “**Obligations**”), the Debtor hereby:

- (a) grants, assigns, mortgages and charges, as and by way of a fixed and specific mortgage, assignment and charge to and in favour of the Agent and its successors

and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns:

- (i) all of the right, title, interest and estate of the Debtor (both present and future) in and to the property and interests (including, without limitation, leasehold interests) described in Schedule “A” attached hereto (the “**Lands**”); all buildings, erections, structures, improvements, equipment, surface rights and fixtures now or hereafter constructed or placed in, under or upon the Lands (collectively, the “**Facilities**”), including, without limitation, the Facilities described in Schedule “A” attached hereto or otherwise associated with the Lands; all easements, rights-of-way, licences and privileges appurtenant or appertaining to the Lands; and all interests in any of the foregoing and all benefits and rights to be derived by the Debtor in respect thereof; and
 - (ii) all of the right, title and interest of the Debtor (both present and future) in, to and under the agreements, instruments and other documents described in Schedule “A” attached hereto or otherwise to the extent associated with the Lands, all as the same may be amended, modified, supplemented or restated from time to time; and
- (b) grants a security interest to and in favor of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, in all of the present and after-acquired personal property of the Debtor, including, without limitation, all trade-marks, inventions, processes, patents and patent rights, materials, supplies, inventories, motor vehicles, trucks, trailers, machinery, implements, goods and apparatus of every kind, furniture, rent, revenues, income, money, rights, powers and privileges and all such property which the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter, which security interest is intended to attach as soon as permitted by applicable law; and
- (c) charges, as and by way of a first floating charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, all of the undertaking, property and assets of the Debtor, both present and future, of every nature and kind and wherever situate (other than such property and assets as are effectively and validly subject to the security interest granted in Sections 2.1(a) and 2.1(b) of this Debenture) including, without limitation, all of its present and future real property, franchises, unpaid capital and all such property which the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter and any and all proceeds of any of the foregoing; and
- (d) grants a security interest to and in favor of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, in any proceeds of the foregoing.

In this Debenture, the security interests, mortgages, assignments and charges created and provided for are collectively called the “**Charge**” and the subject matter of the Charge is called the “**Charged Premises**”.

Attachment

2.2 The Debtor acknowledges that the parties hereto intend the security interest in and to the Charged Premises to attach immediately upon the execution of this Debenture, except in the case of Charged Premises in which the Debtor subsequently acquires rights, in which case the security interest shall attach contemporaneously with the Debtor acquiring rights therein, without the need for any further or other deed, act or consideration. The security interest shall be effective and shall attach as of the date of execution hereof whether the monies hereby secured or any part thereof shall become owing by the Debtor before or after or upon the date of execution of this Debenture. The Debtor acknowledges conclusively that value has been given, and it has not agreed to postpone the time of attachment of the Charge.

Dealings in the Ordinary Course

2.3 Subject to Section 3.1 hereof and the Credit Agreement and until the Charge becomes enforceable pursuant to the terms of the Credit Agreement, (a) the Debtor may dispose of or deal with the Charged Premises subjected to the Charge created under Section 2.1 in the ordinary course of business or as otherwise permitted under the Credit Agreement and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge and (b) the Debtor may exercise rights with respect to the Charged Premises in the ordinary course of business and for the purpose of carrying on the same.

Last Day

2.4 The Charge shall not extend or apply to the last day of the term of any lease, agreement to lease or sublease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Agent to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.5 The Charge does not and shall not extend to, and the Charged Premises shall not include, any agreement (including any lease, agreement to lease, sublease or other agreement granting a right of possession or occupation), right, franchise, licence or permit (the “**Contractual Rights**”) to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein requires the consent or approval of a third party or would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Agent (unless such arrangement would require the consent or approval of a third party). The Debtor agrees that it shall, upon the request of the Agent, use all commercially reasonable efforts to obtain any consent or approval required to permit any Contractual Rights to be subjected to the Charge herein and, upon such consent or approval being obtained, the Charge shall thereafter extend to, and the Charged Premises shall thereafter include, the Contractual Rights in respect of which such consent or approval has been obtained.

Crystallization Against Real Property

2.6 In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall, subject to Section 2.4 and Section 2.5, become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 4.1 and the Agent giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby, and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 NEGATIVE PLEDGE

Negative Pledge

3.1 Except as has otherwise been agreed in writing with the Agent and the Lenders or as expressly permitted by the Credit Agreement or any other Document (as defined in the Credit Agreement), the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Agent, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Premises.

ARTICLE 4 DEFAULT AND REMEDIES

Default

4.1 Upon the occurrence and continuance of an Event of Default under the Credit Agreement, the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Agent may realize upon the Charged Premises and shall have the following rights and remedies, which rights and remedies may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Beneficiaries may have:

- (a) the Agent may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the “**Receiver**”) of the Charged Premises and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Premises or any part thereof; and the term “Agent” when used in this Section 4.2 shall include any Receiver so appointed and the agents, officers and employees of such Receiver;
- (b) the Agent may take possession of the Charged Premises and require the Debtor to make the Charged Premises available to the Agent;
- (c) the Agent may take such steps as it considers desirable to maintain, preserve or protect the Charged Premises;

- (d) the Agent may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Premises;
 - (e) the Agent may enforce any rights of the Debtor in respect of the Charged Premises by any manner permitted by law;
 - (f) the Agent may sell, lease or otherwise dispose of the Charged Premises at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Agent may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Premises or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any Vice President or Director of the Agent being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Premises by, from, through or under the Debtor;
 - (g) the Agent may accept the Charged Premises in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;
 - (h) the Agent may borrow money on the security of the Charged Premises for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Premises in priority to the Charge;
 - (i) the Agent may perform any obligation, covenant or provision under the Credit Agreement and the entire costs thereof are a charge on the Charged Premises and shall be added to the amounts due hereunder and shall be secured by the Charge; and
 - (j) the Agent may exercise any other right or remedy permitted by law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta) or any similar personal property legislation of any jurisdiction in which any of the Charged Premises is located or which, by the operation thereof, governs or is deemed to govern the Charged Premises.
- (2) The Debtor further agrees with the Agent that:
- (a) the Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Premises and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Premises or for the purpose of preserving any rights of the Beneficiaries, the Debtor or any other person, firm or corporation in respect of the Charged Premises;
 - (b) the Agent or the Beneficiaries may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and

discharges, release any part of the Charged Premises and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Premises and other securities as the Agent may see fit without prejudice to the liability of the Debtor to the Beneficiaries or the Beneficiaries' rights hereunder;

- (c) to facilitate the realization of the Charged Premises, the Agent may, subject to Applicable Law (as defined in the Credit Agreement), enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Premises and use all or any of the equipment and other personal property of the Debtor for such time as the Agent requires to facilitate such realization, free of charge (as between the Debtor and the Agent), and the Beneficiaries shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;
- (d) the Agent may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;
- (e) the Agent may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Premises, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and
- (f) any proceeds of realization of the Charged Premises may be applied by the Agent to the payment of expenses in connection with the preservation and realization of the Charged Premises as above described and any balance of such proceeds shall be applied by the Agent to payment of any amount owing by the Debtor to the Agent in accordance with the Credit Agreement; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Agent has knowledge and may be applied or retained as reserves against potential claims that the Agent or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to Applicable Law) be paid to the Debtor.

(3) Any Receiver shall be entitled to exercise all rights and powers of the Agent hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Agent and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

(4) The Debtor hereby irrevocably appoints the Agent attorney on its behalf to sell or transfer the Charged Premises, to deal with the real property forming part of the Charged Premises and to execute all instruments, and do all acts, matters and things that may be necessary for carrying

out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Premises and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Premises or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5 GENERAL

Expenses

5.1 The Debtor shall pay to the Agent forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees on a solicitor and client basis, incurred by the Agent in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this Debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

5.2 This Debenture may be pledged by the Debtor as security for its indebtedness and liabilities. While this Debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness secured by this Debenture shall reduce the amount owing under this Debenture unless specifically appropriated to and noted on this Debenture by the Agent at the time of payment.

Not Negotiable

5.3 This Debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Agent are no greater than the rights of the Agent, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Agent would have been subject to.

No Waiver, Remedies

5.4 No failure on the part of the Beneficiaries or the Agent on their behalf to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

5.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given in such manner as is set forth in the Credit Agreement. The address for the service for the Agent is TD Bank Tower, 66 Wellington Street West, [*Contact information redacted*], Toronto, Ontario, M5K 1A2 with a copy to Commercial National Accounts, [*Contact information redacted*], 421-7th Avenue S.W., Calgary, AB, T2P 4K9, and the address for service for the Debtor is 14903 137 Ave N.W., Edmonton, AB, T5V 1R9.

Additional Security

5.6 This Debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Beneficiaries.

Headings; References to Debenture

5.7 The division of this Debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture. The terms “this Debenture”, “hereof”, “hereunder” and similar expressions refer to this Debenture and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Debenture.

Number; Gender; Persons

5.8 In this Debenture words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Governing Law

5.9 This Debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

5.10 The Debtor hereby attorns and submits to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

5.11 This Debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation or other person resulting from an amalgamation or other reorganization with the Debtor) except that the Debtor may not assign its obligations under this Debenture without the prior written consent of the Agent. This Debenture shall benefit the successors and permitted assigns of the Beneficiaries.

Time of the Essence

5.12 Time shall be of the essence with regard to this Debenture.

Discharge

5.13 The Debtor shall not be discharged from the Charge, this Debenture or any of its obligations hereunder except in accordance with Section 10.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

Waiver of Financing Statement, Etc.

5.14 The Debtor hereby waives the right to receive from the Agent or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture.

No Merger

5.15 No item or part of this Debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this Debenture or the Credit Agreement, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Beneficiaries under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Saskatchewan Waiver

5.16 The Debtor, if a body corporate hereby agrees that:

- (1) The *Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this Debenture; and
- (2) The *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:
 - (a) this Debenture;
 - (b) any mortgage, charge or other security for the payment of money made, given or created by this Debenture;
 - (c) any agreement or instrument renewing or extending or collateral to this Debenture or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in sub-division (b) of this sub-paragraph; or
 - (d) the rights, powers, remedies of the Agent under this Debenture or under any mortgage, charge, other security, agreement or instrument referred to or mentioned in sub-division (b) or sub-division (c) of this sub-paragraph.

Expropriation

5.17 The Debtor hereby waives the provisions of sections 49 and 52 of the *Expropriation Act* (Alberta) and any legislation enacted in place thereof.

Insurance Act Waiver

5.18 In the event that the Agent elects to apply any proceeds of insurance to the payment of the obligations secured, the Debtor hereby irrevocably waives the rights, benefits and provisions of any and all statutory provisions which may require that proceeds of insurance be used to restore or rebuild the improvements, including, without limitation, the *Fires Prevention (Metropolis) Act, 1774* and the *Insurance Act* (Alberta) and any legislation in substitution therefor.

Alberta Statutory Covenants

5.19 The Debtor hereby covenant and agree that:

- (a) it is the registered and beneficial owner of the Charged Premises;
- (b) except to the extent that a consent or approval is required as contemplated in Section 2.6, it has the right to mortgage its interest in the Charged Premises;
- (c) when the Charge becomes enforceable, the Agent shall have quiet possession of its interest in the Charged Premises, free from all encumbrances except for the Permitted Encumbrances (as defined in the Credit Agreement);
- (d) it will execute such further assurances of its interest in the Charged Premises as may be requisite; and
- (e) it has done no act to encumber its interest in the Charged Premises except for the Permitted Encumbrances.

Alberta Charge

5.20 For the better securing to the Agent (as mortgagee hereunder) the repayment in the manner aforesaid of the Principal Sum and interest and other obligations secured hereby, the Debtor (as mortgagor hereunder) DOES HEREBY mortgage to the Agent all of its estate and interest in the Charged Premises.

Electronic Signature

5.21 The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to any document to be signed in connection with this Debenture shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), the

Electronic Transactions Act (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

Conflict of Terms; Entire Agreement

5.22 This Debenture has been entered into as collateral security for all of the Debtor's Obligations, Lender Financial Instrument Obligations (as defined in the Credit Agreement) and Bank Product Obligations (as defined in the Credit Agreement) and is subject to all the terms and conditions of the Credit Agreement, the Bank Products (as defined in the Credit Agreement) and the Lender Financial Instruments (as defined in the Credit Agreement). If there is any conflict or inconsistency between the provisions of this Debenture and the provisions of the Credit Agreement, the Bank Products or the Lender Financial Instruments, the rights and obligations of the Debtor, the Agent and the other Beneficiaries shall be governed by the provisions of the Credit Agreement, the Bank Products and the Lender Financial Instruments (as applicable). This Debenture together with the Credit Agreement, the Lender Financial Instruments, the Bank Product documentation and all other Documents constitute the entire agreement between the Debtor, the Agent and the other Beneficiaries with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

Amendment and Restatement

5.23 Effective as of the date hereof and upon execution of this Debenture by the Debtor, the fixed and floating charge demand debenture dated March 26, 2024 granted by the Debtor in favour of the Agent for and on behalf of the Beneficiaries (as amended to the date hereof, the "**Existing Debenture**") is hereby amended and restated in the form of this Debenture and all of the covenants on the part of the Debtor under the Existing Debenture and all of the claims and causes of action arising against the Debtor in connection therewith or pursuant to the Existing Debenture, in respect of all matters, events, circumstances and obligations arising or existing prior to the date hereof shall continue, survive and shall not be merged in the execution of this Debenture.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Debtor has executed this Debenture as of the day and year first written above.

K-BRO LINEN SYSTEMS INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

Schedule “A”

[NIL] or [Insert applicable legal description(s)]

SCHEDULE H-2

THIS AMENDED AND RESTATED DEBENTURE PLEDGE AGREEMENT made as of
●, 20●;
(K-Bro Linen Systems Inc.)

Description of Amended and Restated Fixed and Floating Charge Demand Debenture

Principal Sum: \$700,000,000 Canadian Dollars
Interest Rate: [Rate redacted]% per annum
Date: ●, 20●

WHEREAS:

A. The Toronto-Dominion Bank and certain other lenders (collectively, the “**Lenders**”) and The Toronto-Dominion Bank in its capacity as agent on behalf of the Lenders (in that capacity, the “**Agent**”) have entered into an amended and restated credit agreement with K-Bro Linen Systems Inc. (the “**Debtor**”), as borrower, originally made as of March 26, 2024 and amended and restated as of June 11, 2025 (as further amended, modified, supplemented or restated from time to time, the “**Credit Agreement**”) pursuant to which the Lenders have agreed to make certain credit facilities available to the Debtor;

B. In order to secure the payment and performance of all present and future Obligations (as hereinafter defined) of the Debtor to the Agent, the Lenders, the Bank Product Providers and the Hedging Affiliates (collectively, the “**Beneficiaries**”), the Debtor has created and issued to the Agent the amended and restated debenture described above (as the same may hereafter be further amended, modified, supplemented and restated from time to time, the “**Debenture**”);

C. The purpose of this amended and restated debenture pledge agreement (this “**Debenture Pledge Agreement**”) is to set forth the terms and conditions upon which the Debenture is to be held by the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees and covenants with the Agent as follows:

1. The Debtor hereby grants a security interest in and deposits with and pledges to the Agent the Debenture to be held by the Agent as general and continuing collateral security for the payment and performance of all present and future (a) obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries under, pursuant or relating to the Credit Agreement and the other Documents to which the Debtor is a party, including, without limitation, the principal of, and all interest, fees, reasonable legal and other costs, charges and expenses owing or payable on or in respect of, any and all Loans, (b) Bank Product Obligations of or owing by the Debtor to any and all Lenders and Bank Product Providers and (c) Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates, in each case whether the same are from time to time reduced

and thereafter increased or entirely extinguished and thereafter incurred again (collectively, the “**Obligations**”).

2. The Agent shall neither demand payment pursuant to the Debenture nor enforce the security constituted thereby unless the Agent shall be entitled to do so pursuant to the provisions of the Credit Agreement, the other Documents and any other agreements, instruments or documents establishing, creating or evidencing any Obligations (collectively, the “**Credit Documents**”), but thereafter the Agent may at any time exercise and enforce all of the rights and remedies of a holder of the Debenture as if the Agent was the absolute owner thereof without notice to or control by the Debtor, and any such remedy may be exercised separately or in combination with, and shall be in addition to and not in substitution for, any other right or remedy of the Agent and the other Beneficiaries however created, provided that the Agent shall not be bound to exercise any such right or remedy.

3. Subject to the requirements of applicable law, the Agent shall not be bound under any circumstances to realize upon or under the Debenture and shall not be responsible to the Debtor for any loss occasioned by any sale or other dealing with the Debenture or the Charged Premises (as defined in the Debenture) or by the retention of or failure to sell or otherwise deal with the same.

4. The proceeds of or any other amount received pursuant to the Debenture shall be applied by the Agent on account of the Obligations in such order as set out in the Credit Agreement without prejudice to the Agent’s or the Beneficiaries’ claim upon the Debtor for any deficiency. Subject to the requirements of applicable law, any surplus realized by the Agent in excess of the Obligations shall be paid over to the Debtor.

5. Subject to paragraph 2 hereof, the Agent shall not be obliged to exhaust its recourse against the Debtor, any other person or persons, or any other security it may hold with respect to the Obligations before realizing upon, under, or otherwise dealing with the Debenture in such manner as the Agent sees fit. The Agent and the other Beneficiaries may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with other parties, sureties or securities as they may see fit, without prejudice to the liability of the Debtor or the Agent’s or the other Beneficiaries’ rights in respect of the Debenture.

6. Notwithstanding the stated interest rate per annum in the Debenture, payment to the Beneficiaries or, in the case of the Obligations payable pursuant to the Credit Agreement, the Agent for the account of the Lenders, as applicable, of the relevant interest, fees and other amounts owing under the Credit Documents for any period in respect of the Obligations at the current rate at which the Obligations bear interest for such period pursuant to the Credit Documents shall be deemed to be payment in satisfaction of the interest payment for the same period under the Debenture.

7. The Debenture shall not operate by way of merger of any of the Obligations and no judgment recovered by the Agent or the other Beneficiaries shall operate by way of merger of or in any way affect the security of the Debenture which is in addition to and not in substitution for

any other security now or hereafter held by the Agent or the other Beneficiaries with respect to the Obligations.

8. Notwithstanding the form and terms of the Debenture and the provisions of this Debenture Pledge Agreement, (a) the Agent shall not claim or realize an amount under or in respect of the Debenture in excess of the aggregate Obligations, from time to time, of the Debtor to the Agent and the other Beneficiaries and (b) the provisions of this Debenture Pledge Agreement and the Debenture, in particular, but without limitation, Sections 2.2 and 3.1 of the Debenture, are subject to the provisions of the Credit Agreement relating to the subject matter thereof. If there are any express conflicts or inconsistencies between the terms of the Credit Agreement and the Debenture or this Debenture Pledge Agreement, then the terms of the Credit Agreement shall govern in all respects to the extent necessary to eliminate such express conflicts or inconsistencies.

9. Upon payment and satisfaction in full of the Obligations and cancellation in full of the credit facilities established under the Credit Agreement when none of the Beneficiaries has other credit facilities in favour of or any obligation to provide credit to the Debtor, the Agent shall, at the request of the Debtor, deliver up the Debenture to the Debtor and shall, at the request and expense of the Debtor, execute and deliver to the Debtor releases, discharges and such other instruments as shall be required to effectively discharge the Charge (as defined in the Debenture).

10. Time shall be of the essence with regard to this Debenture Pledge Agreement.

11. Capitalized terms used herein without express definition shall have the same meanings ascribed thereto as are set forth in the Credit Agreement.

12. This Debenture Pledge Agreement shall enure to the benefit of and be binding upon the Debtor, the Agent and the other Beneficiaries and their respective successors and permitted assigns. The Debtor may not assign its obligations under this Debenture Pledge Agreement without the prior written consent of the Agent.

13. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Debenture Pledge Agreement shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act*, 2000 (Ontario), the *Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

14. The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture Pledge Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture Pledge Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of either party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

15. This Debenture Pledge Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta.

16. The Debtor hereby waives the right to receive from the Agent or the Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture Pledge Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture Pledge Agreement.

17. Effective as of the date hereof and upon execution of this Debenture Pledge Agreement by the Debtor, the debenture pledge agreement dated March 26, 2024 granted by the Debtor in favour of the Agent for and on behalf of the Beneficiaries (as amended to the date hereof, the **“Existing Debenture Pledge”**) is hereby amended and restated in the form of this Debenture Pledge Agreement and all of the covenants on the part of the Debtor under the Existing Debenture Pledge and all of the claims and causes of action arising against the Debtor in connection therewith or pursuant to the Existing Debenture Pledge, in respect of all matters, events, circumstances and obligations arising or existing prior to the date hereof shall continue, survive and shall not be merged in the execution of this Debenture Pledge Agreement.

[THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

K-BRO LINEN SYSTEMS INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

**ACCEPTED AS OF THE DATE FIRST
ABOVE WRITTEN BY:**

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

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE H-3
GENERAL SECURITY AGREEMENT
(K-Bro Linen Systems Inc.)

THIS AGREEMENT made as of ●, 20●

B E T W E E N:

K-BRO LINEN SYSTEMS INC., a corporation formed under the laws of the Province of Alberta (hereinafter referred to as the “**Debtor**”)

- and -

THE TORONTO-DOMINION BANK, a Canadian chartered bank, in its capacity as agent of the Beneficiaries (hereinafter referred to as the “**Secured Party**”).

WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of the Obligations (as hereinafter defined), the security interest and assignment, mortgage and charge granted herein;

AND WHEREAS the Lenders, the other Bank Product Providers and the Hedging Affiliates have appointed and authorized the Secured Party to act as their agent and attorney for the purpose of holding security granted by the Debtor;

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

ARTICLE 1
INTERPRETATION

1.1 **Definitions**

In this Agreement, including the recitals hereto, this Section and any schedules or attachments hereto, unless something in the subject matter or context is inconsistent therewith:

“**Agreement**” means this general security agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

“**Beneficiaries**” means, collectively, the Lenders, the Bank Product Providers, the Hedging Affiliates and the Secured Party, and “**Beneficiary**” means any of the Lenders, the other Bank Product Providers, the Hedging Affiliates or the Secured Party.

“**Charge**” means the security interests, assignments, mortgages and charges created hereunder.

“**Collateral**” has the meaning set out in Section 2.1.

“**Credit Agreement**” means the amended and restated credit agreement originally made as of March 26, 2024 and amended and restated as of June 11, 2025 between the Borrower, as borrower, The Toronto-Dominion Bank and such other financial institutions as are and as become parties thereto as lenders from time to time, and The Toronto-Dominion Bank, as agent of such lenders, relating to the establishment of certain credit facilities in favour of the Borrower, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

“**Obligations**” means, collectively and at any time and from time to time, all present and future (a) obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries under, pursuant or relating to the Credit Agreement and such other Documents to which the Debtor is a party, including, without limitation, the principal of, and all interest, fees, reasonable legal and other costs, charges and expenses owing or payable on or in respect of, any and all Loans, (b) Bank Product Obligations of or owing by the Debtor to any and all Lenders and Bank Product Providers and (c) Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

1.2 Definitions used in the Credit Agreement

Capitalized terms used herein without express definition shall, unless something in the subject matter or context is inconsistent therewith, have the same meanings as are ascribed to such terms in the Credit Agreement.

1.3 Personal Property Security Act (Alberta) Definitions

The terms “accessions”, “accounts”, “chattel paper”, “documents of title”, “goods”, “instruments”, “intangibles”, “inventory”, “investment property”, “money” and “proceeds” whenever used herein shall have the meanings given to those terms in the *Personal Property Security Act* (Alberta) (the “PPSA”), as now enacted or as the same may from time to time be amended, re enacted or replaced.

1.4 Headings and References

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.5 Included Words

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as “include” or “includes” or “including”), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.6 Calculation of Interest

Whenever a rate of interest hereunder is calculated on the basis of a year (the “**deemed year**”) which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.7 Schedules

Any schedule to this Agreement is incorporated by reference and shall be deemed to be part of this Agreement.

ARTICLE 2 GRANT OF SECURITY

2.1 Security

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest in all present and after-acquired personal property and all other present and future undertaking, assets and property, both real and personal of the Debtor (collectively, the “**Collateral**”), and as further general and continuing security for the payment and performance of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral to the Secured Party (with respect to Real Property, as and by way of a floating charge). Without limiting the generality of the foregoing, the Collateral shall include all right, title and interest that the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

- (a) Accounts Receivable: all debts, accounts, accounts receivables, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the “**Receivables**”);
- (b) Inventory: all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease, or furnished or to be furnished under contracts for service, or that are work in progress, or that are raw materials used or consumed in the business of the Debtor (collectively, the “**Inventory**”);

- (c) Equipment: all goods, machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory, including, without limiting the generality of the foregoing, the tangible personal property described in any schedule hereto executed by both the Debtor and the Secured Party;
- (d) Chattel Paper: all chattel paper;
- (e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (f) Investment Property and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other investment property and all instruments (collectively, the “**Securities**”);
- (g) Intangibles: all intangibles not described in Section 2.1(a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;
- (h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;
- (i) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.1(a) to (h) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (j) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.1(a) to (i) inclusive; and
- (k) Proceeds: all proceeds of the property described in Sections 2.1(a) to (j) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for the loss of or damage to such property;

provided that the Charge shall not: (i) extend, include or apply to the last day of the term of any lease, agreement to lease or sublease now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said Charge, the Debtor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Charge, (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound or (iii) extend to, and the Collateral shall not include, any agreement (including any lease, agreement to lease, sublease or other agreement granting a right of possession or occupation), right, franchise, licence or permit (the “**Contractual Rights**”) to which the Debtor is a party or of which the Debtor has benefit, to the extent that the creation of the Charge herein requires the consent or approval of a third party or would constitute a breach of the terms of, or permit any person to terminate, the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party (unless such arrangement would require the consent or approval of a third party).

The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent or approval required to permit any Contractual Rights to be subjected to the Charge herein and, upon such consent or approval being obtained, the Charge shall thereafter extend to, and the Collateral shall thereafter include, the Contractual Rights in respect of which such consent or approval has been obtained.

2.2 Attachment of Security Interest

The Debtor acknowledges (i) that value has been given, (ii) that the security interest granted hereby shall attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral, (iii) it has not agreed to postpone the time of attachment of the security interest and (iv) it has received a copy of this Agreement.

ARTICLE 3 **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR**

3.1 Representations and Warranties

The Debtor hereby represents and warrants to the Secured Party and the other Beneficiaries that (and acknowledges that the Secured Party and the other Beneficiaries are relying on the same):

- (a) the Debtor's chief executive office (as such term is utilized in the PPSA) is located in the Province of Alberta;
- (b) the office where the Debtor keeps its records respecting the Receivables is in the Province of Alberta;
- (c) all of the tangible property and assets of the Debtor, real or personal, are located in the Provinces of British Columbia, Alberta, Saskatchewan, Ontario and Quebec; and
- (d) it has not granted "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

3.2 Survival of Representations and Warranties

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement notwithstanding any investigations or examinations which may be made by the Secured Party or any of the other Beneficiaries or their legal counsel. Such representations and warranties shall survive until this Agreement has been terminated and discharged in accordance with Section 6.8 hereof.

3.3 Covenants

The Debtor covenants with the Secured Party that the Debtor shall:

- (a) not change its name or the jurisdiction of its chief executive office or the jurisdiction of the office where it keeps its records respecting the Receivables without giving 15 days' prior written notice thereof to the Secured Party;
- (b) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement, including, without limitation, to enforce the Charge and remedies provided hereunder, or to better evidence and perfect the Charge, and the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any receiver or receiver and manager appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, upon the occurrence and continuance of an Event of Default, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;
- (c) pay to the Secured Party, within 30 days of demand, all reasonable out-of-pocket costs and expenses of the Secured Party and the Lenders as provided in Section 13.1 of the Credit Agreement; and
- (d) not grant "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

ARTICLE 4 SECURITIES; ACCOUNT DEBTORS

4.1 Registration of Securities

If an Event of Default has occurred and is continuing, the Secured Party may require that the Debtor have any Securities registered in the name of the Secured Party or in the name of its nominee and shall be entitled but not bound or required to exercise any of the rights that any holder of such Securities may at any time have, provided that, until an Event of Default has occurred and is continuing, the Debtor shall be entitled to exercise all voting power from time to time exercisable in respect of the Securities. The Beneficiaries shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor shall from time to time forthwith upon the request of the Secured Party deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

4.2 Notification of Account Debtors

If a Default has occurred and is continuing, the Secured Party may give notice of this Agreement and the Charge granted hereby to any account debtors of the Debtor or to any other

person liable to the Debtor and may give notice to any such account debtors or other person to make all further payments to the Secured Party, and, after the occurrence and during the continuance of an Event of Default, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and forthwith paid over to the Secured Party on request.

ARTICLE 5 **REMEDIES**

5.1 Remedies

- (a) Upon the occurrence and during the continuance of any Event of Default any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable and, in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently, or both, and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:
 - (i) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the “Receiver”) of the Collateral (which term when used in this Section 5.1 shall include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term “Secured Party” when used in this Section 5.1 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;
 - (ii) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;
 - (iii) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;
 - (iv) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;
 - (v) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by applicable law;
 - (vi) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may

determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Collateral or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any officer or duly authorized representative of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Collateral by, from, through or under the Debtor;

- (vii) the Secured Party may accept the Collateral in satisfaction or partial satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by applicable law;
- (viii) the Secured Party may borrow money on the security of the Collateral for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Collateral in priority to the Charge;
- (ix) the Secured Party may enter upon, occupy and use all or any of the Collateral occupied by the Debtor and use all or any of the Collateral for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party and the other Beneficiaries will not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges, depreciation or damages in connection with such actions;
- (x) the Secured Party may charge on its own behalf and pay to others all amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver's and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at a rate per annum equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest per annum then payable under the Credit Agreement on Canadian Prime Rate Loans plus *[Rate redacted]*% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest per annum then payable under the Credit Agreement on U.S. Base Rate Loans plus *[Rate redacted]*% per annum, shall be added to and form part of the Obligations hereby secured; and
- (xi) the Secured Party may discharge any claim, Security Interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all reasonable costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured.

- (b) The Secured Party and the other Beneficiaries may:
 - (i) grant extensions of time,
 - (ii) take and perfect or abstain from taking and perfecting security,
 - (iii) give up securities,
 - (iv) accept compositions or compromises,
 - (v) grant releases and discharges, and
 - (vi) release any part of the Collateral or otherwise deal with the Debtor, debtors and creditors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit,without prejudice to the liability of the Debtor to the Secured Party and the other Beneficiaries or the Beneficiaries' rights hereunder.
- (c) The Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral.
- (d) The Secured Party shall apply any proceeds of realization of the Collateral to payment of reasonable expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party shall apply any balance of such proceeds to payment of the Obligations in accordance with the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party and the other Beneficiaries forthwith on demand. Subject to the requirements of applicable law, any surplus realized in excess of the Obligations shall be paid over to the Debtor.
- (e) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Secured Party and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

ARTICLE 6

GENERAL

6.1 Benefit of the Agreement

This Agreement shall be binding upon the successors and permitted assigns of the Debtor and shall benefit the successors and permitted assigns of the Secured Party and the other Beneficiaries.

6.2 Conflict of Terms; Entire Agreement

This Agreement has been entered into as collateral security for the Obligations and is subject to all the terms and conditions of the Credit Agreement, the Lender Financial Instruments and the agreements respecting Bank Products and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Credit Agreement, the Lender Financial Instruments or the agreements respecting Bank Products, the rights and obligations of the Debtor, the Secured Party and the other Beneficiaries shall be governed by the provisions of the Credit Agreement, the Lender Financial Instruments and the agreements respecting Bank Products, as applicable. This Agreement together with the Credit Agreement, the Lender Financial Instruments, the agreements respecting Bank Products and all other Documents constitute the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

6.3 No Waiver

No delay or failure by the Beneficiaries in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

6.4 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

6.5 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in such manner as is set forth in the Credit Agreement.

6.6 Modification; Waivers; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by the Debtor and the Secured Party. No waiver of any provision of this

Agreement by the Secured Party shall be effective unless the same is in writing and signed by the Secured Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The rights of the Secured Party (including those of any Beneficiary) under this Agreement may only be assigned in accordance with the requirements of the Credit Agreement or the applicable Lender Financial Instrument or Bank Product (as the case may be). The Debtor may not assign its obligations under this Agreement. Any assignee of a Beneficiary shall be bound hereby, *mutatis mutandis*.

6.7 Additional Continuing Security

This Agreement and the Charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or the Beneficiaries and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

6.8 Discharge

The Debtor and the Collateral shall not be discharged from the Charge or from this Agreement except in accordance with Section 10.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

6.9 No Release

The loss, injury or destruction of the Collateral shall not operate in any manner to release or discharge the Debtor from any of its liabilities to the Beneficiaries.

6.10 No Obligation to Act

Notwithstanding any provision of this Agreement or any other Document or the operation, application or effect hereof, the Secured Party, the other Beneficiaries or any Receiver, or any representative or agent acting for or on behalf of the foregoing, shall not have any obligation whatsoever to exercise or refrain from exercising any right, power, privilege or interest hereunder or to receive or claim any benefit hereunder.

6.11 Admit to Benefit

Subject to Section 6.6, no person other than the Debtor and the Beneficiaries shall have any rights or benefits under this Agreement, nor is it intended that any such person gain any benefit or advantage as a result of this Agreement nor shall this Agreement constitute a subordination of any security in favour of such person.

6.12 Time of the Essence

Time shall be of the essence with regard to this Agreement.

6.13 Waiver of Financing Statement, etc.

The Debtor hereby waives the right to receive from the Secured Party or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Agreement.

6.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

6.15 Saskatchewan Wavier

- (a) The Debtor agrees that:
 - (i) The *Land Contract (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this Agreement; and
 - (ii) The *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or any agreement renewing, extending or collateral to this Agreement.

6.16 Attornment

The Debtor and each of the Beneficiaries each hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or any Beneficiary to commence any action or proceeding relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

6.17 Electronic Signature

The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act*, 2000 (Ontario), the *Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Secured Party may, in its discretion, require that any such

documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

6.18 Executed Copy

The Debtor hereby acknowledges receipt of a fully executed copy of this Agreement.

6.19 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

K-BRO LINEN SYSTEMS INC.

Per: _____
Name:
Title:

THE TORONTO-DOMINION BANK,
as Agent and Secured Party

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE H-4

DEED OF HYPOTHEC

On the ● (●th) day of ●, Two Thousand and Twenty-● (202●) in the City of Montréal, Province of Québec.

Before Mtre [Angelo Febbraio], the undersigned Notary of the Province of Québec, practising at **Montreal**, Québec.

APPEARED: **K-BRO LINEN SYSTEMS INC.** a corporation formed under the laws of Alberta, having its registered office at 599 Simonds Street South, Granby, Quebec, J2J 1C1, herein acting and represented by ●, its authorized representative, duly authorized pursuant to a resolution adopted on the ●, a certified copy, an extract or a duplicate of which resolution is hereunto annexed after having been acknowledged to be true and signed by the said representative with and in the presence of the undersigned Notary;

(the “**Borrower**”)

AND: **K-BRO LINEN LIMITED** a corporation formed under the laws of Alberta, having its registered office at 14903 137th Avenue, Edmonton, Alberta, T5V 1R9, herein acting and represented by ●, its authorized representative, duly authorized pursuant to a resolution adopted on the ●, a certified copy, an extract or a duplicate of which resolution is hereunto annexed after having been acknowledged to be true and signed by the said representative with and in the presence of the undersigned Notary;

(“**K-Bro Limited**”)

AND: **KBL LIMITED PARTNERSHIP/ KBL S.E.C.** a limited partnership formed under the laws of Manitoba, herein acting and represented by **K-BRO**

LINEN LIMITED, its general partner, having its registered office at 14903 137th Avenue, Edmonton, Alberta, T5V 1R9, herein acting and represented by ●, its authorized representative, duly authorized pursuant to a resolution adopted on the ●, a certified copy, an extract or a duplicate of which resolution is hereunto annexed after having been acknowledged to be true and signed by the said representative with and in the presence of the undersigned Notary;

(the “**Partnership**”)

AND:

BUANDERIE C.M. INC. a corporation formed under the federal laws of Canada, having its registered office at 3551 39th Avenue, Montreal, Quebec, H1A 3Y6, herein acting and represented by ●, its authorized representative, duly authorized pursuant to a resolution adopted on ●, a certified copy, an extract or A duplicate of which resolution is hereunto annexed after having been acknowledged to be true and signed by the said representative with and in the presence of the undersigned Notary;

(“**CM**”)

PARTIES OF THE FIRST PART

AND:

THE TORONTO-DOMINION BANK, a bank existing under the *Bank Act* (Canada), having an office at 66 Wellington West, [*Contact information redacted*], Toronto, Ontario, M5K 1A2 acting in its capacity as hypothecary representative for the Beneficiaries (as hereinafter defined) pursuant to Article 2692 of the *Civil Code of Québec*, herein acting and represented by ●, its authorized representative, duly authorized as he or she so declares, having a notice of address in the list of addresses included in the register of personal and movable real rights under the number 056910;

(the “**Hypothecary Representative**”)

PARTY OF THE SECOND PART

**WHICH PARTIES AGREE WITH EACH OTHER AND DECLARE
UNTO THE UNDERSIGNED NOTARY AS FOLLOWS:**

ARTICLE 1

INTERPRETATION

1.1 **Defined Terms** In this Deed, except where the context otherwise requires, capitalized terms that are used and not otherwise defined have the meanings defined in the Credit Agreement (as defined below), and:

1.1.1 “**Agent**” means The Toronto-Dominion Bank, in its capacity as Agent under the Credit Agreement, and any successor Agent appointed in accordance with the Credit Agreement;

1.1.2 “**Beneficiaries**” means, collectively, the Lenders, the Bank Product Providers, the Hedging Affiliates and the Agent, and “**Beneficiary**” means any of the Lenders, the other Bank Product Providers, the Hedging Affiliates or the Agent;

1.1.3 “**Beneficiaries’ Instrument**” means a document signed by the Agent, acting in accordance with the instructions of Lenders pursuant to the provisions of the Credit Agreement, requesting the Hypothecary Representative to take or to refrain from taking some act, action or proceeding specified therein, or setting out any other authorization or direction, which by the terms hereof may be given by a Beneficiaries’ Instrument;

1.1.4 “**Canadian Dollars**” or “**Cdn \$**”: means the legal currency of Canada;

1.1.5 “**Credit Agreement**” means the amended and restated credit agreement originally made as of March 26, 2024 and amended and restated as of June 11, 2025 between the Borrower, as borrower, The Toronto-Dominion Bank and such other financial institutions as are and as become parties thereto as lenders from time to time, as lenders, and Agent, as agent of such lenders, relating to the establishment of certain credit facilities in favour of the Borrower, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof;

1.1.6 “**Deed of Hypothec**”, “**this Deed**”, “**this Deed of Hypothec**”, “**these presents**”, “**herein**”, “**hereby**”, “**hereunder**” and other similar expressions refer to this Deed of Hypothec as well as any and every deed or other instrument which is supplementary or ancillary hereto or in

implementation hereof, the whole as same may be amended, supplemented or restated at any time and from time to time;

1.1.7 “**Grantors**” or “**Constituants**” means collectively, the Borrower, K-Bro Limited, the Partnership and CM and each of their respective successors and assigns, including, without limitation, any person resulting from the amalgamation of any of them with any other person and “**Grantor**” means any one of them;

1.1.8 “**Guarantees**” means, collectively, the separate Alberta law governed guarantees between, the applicable Grantor, and the Agent, as each of the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof;

1.1.9 “**Hypothecary Representative**” means The Toronto-Dominion Bank acting as hypothecary representative and its successors and assigns;

1.1.10 “**Hypothecated Property**” means the following property:

« L’universalité des biens meubles de chaque Constituant, corporels et incorporels, présents et futurs, quelle que soit leur nature et où qu’ils soient situés. »;

1.1.11 “**Monetary Claim**” means all claims held by any Grantor, present or future, that constitute monetary claims within the meaning of Article 2713.1 of the *Civil Code of Québec*, including, without limitation, the present and future credit balance of all present and future financial accounts held or to be held by any Grantor with financial account maintainers;

1.1.12 “**Obligations**” means, collectively and at any time and from time to time, all present and future (a) obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Grantors or any of them to the Beneficiaries under, pursuant or relating to the Credit Agreement, the Guarantees and such other Documents to which the Grantors are a party, including, without limitation, (b) Bank Product Obligations of or owing by the Grantors to any and all Lenders and Bank Product Providers and (c) Lender Financial Instrument Obligations of or owing by the Grantors to any and all Lenders and Hedging Affiliates, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again;

1.1.13 “**Restricted Asset**” has the meaning ascribed thereto in Section 2.5;

1.1.14 “**STA**” means the *Act respecting the transfer of securities and the establishment of security entitlements* (Québec);

1.1.15 “ULC” means an unlimited company, an unlimited liability company or an unlimited liability corporation incorporated pursuant to or otherwise governed by the laws of any of the provinces of Canada.; and

1.1.16 “ULC Shares” means shares in any ULC at any time owned or otherwise held by any Grantor.

1.2 **Interpretation** If there is any conflict or inconsistency between the terms of the Credit Agreement and the terms of this Deed, the provisions of the Credit Agreement shall govern to the extent necessary to remove the conflict or inconsistency, save and except in respect of the provisions of this Deed which relate to the creation and enforcement of the hypothec created hereunder, which provisions will prevail over the provisions of the Credit Agreement. This agreement is in addition to and not in substitution for any other Document previously, now or hereafter delivered by any Grantor in favour of the Hypothecary Representative or any of the Beneficiaries.

ARTICLE 2

HYPOTHECS

2.1 **Grant of Hypothec** As security for the due payment and performance of the Obligations, each Grantor hypothecates in favour of the Hypothecary Representative the Hypothecated Property for the principal sum of seven hundred million Canadian Dollars (Cdn \$700,000,000), bearing interest at the rate of [*Rate redacted*] percent ([*Rate redacted*])% per annum from the date hereof.

2.2 **English Description of the Collateral** For the benefit and convenience of each party, it is hereby understood and acknowledged that the English translation of the description of the property of the Grantors purported to be hypothecated under Section 2.1 is the following:

“The universality of the movable property of each Grantor, corporeal and incorporeal, present and future, of whatever nature and wherever situated.”

2.3 **French Description Prevails** The parties acknowledge and agree that the hypothecs granted by the Grantors in favour of the Hypothecary Representative under Section 2.1 are granted solely on the Hypothecated Property described in the French language, and the French description of the Hypothecated Property set out in Section 2.1 shall apply exclusively in all circumstances notwithstanding any conflict or inconsistency between such French description and the English translation of the description of the property purported to be hypothecated under Section 2.1 set out in Section 2.2 (which translation is provided herein solely for convenience purposes).

2.4 **Secured Obligations** This hypothec is granted to secure the payment and performance of the Obligations.

2.5 **Scope of Hypothec** To the extent that the grant of a hypothec on any agreement (including any lease, agreement to lease, sublease or other agreement granting a right of possession or occupation), right, franchise, licence or permit to which the Grantor is a party or of which the Grantor has benefit requires the consent or approval of a third party or would constitute a breach of the terms of, or permit any person to terminate such agreement, right, franchise, licence or permit (each, a “**Restricted Asset**”), the hypothec created herein with respect to each Restricted Asset shall, until the necessary consent or approval has been obtained with respect to such Restricted Asset, be suspended and shall take effect retroactively as of the date hereof when such consent or waiver has been obtained. Each Grantor will use all commercially reasonable efforts to obtain any consent or approval required to permit any Restricted Assets to be hypothecated in favour of the Hypothecary Representative in accordance with the terms of this Deed.

2.6 **Grant of Licence to Use Intellectual Property** At such time as the Hypothecary Representative is lawfully entitled to exercise its rights and remedies with respect to the Grantors and the Hypothecated Property, each Grantor grants to the Hypothecary Representative an irrevocable, nonexclusive licence (exercisable without payment of royalty or other compensation to the Grantors) to use, assign or sublicense any Intellectual Property in which such Grantor has rights wherever the same may be located, including in such licence access to (i) all media in which any of the licensed items may be recorded or stored and (ii) all software and computer programs used for compilation or print-out. The license granted by each Grantor under this Section is to enable the Hypothecary Representative to exercise its rights and remedies with respect to such Grantor and its Hypothecated Property and for no other purpose. The Hypothecary Representative acknowledges that the standard of quality for the use, assignment or sublicensing of Intellectual Property of the Grantors shall be no less than the standard of quality employed by the Grantors as of the day before the exercise of rights and remedies by the Hypothecary Representative in conjunction with wares and/or services sold in association with such Intellectual Property.

2.7 **Additional Provisions Pertaining to Claims**

2.7.1 The Grantors may collect all debts or claims forming part of the Hypothecated Property. However, upon the occurrence and continuance of an Event of Default the Hypothecary Representative can withdraw its authorization to the Grantors to do so. If the Hypothecary Representative withdraws its authorization to the Grantors to collect the debts or claims forming part of the Hypothecated Property, the Hypothecary Representative may collect such debts or claims and shall be entitled to a reasonable commission, which it may deduct from any amount collected.

2.7.2 For purpose of granting the Hypothecary Representative control of the Monetary Claims forming part of the Hypothecated Property which any Grantor has against the Hypothecary Representative in accordance with Article 2713.3 of the *Civil Code of Quebec*, each Grantor

hereby consents to such Monetary Claims securing the performance of the Obligations. The pledge of Monetary Claims under this paragraph is independent from the hypothecs granted under Section 2.1 of the Deed which hypothecate without delivery, among other things, such Monetary Claims. Registration of the hypothec granted hereunder in favour of the Hypothecary Representative as a movable hypothec without delivery on any such Hypothecated Property shall not imply that the Hypothecary Representative does not have a security contemplated hereunder or otherwise by way of a pledge on any of such Monetary Claims.

2.7.3 No Grantor shall permit any person other than the Hypothecary Representative to have control of any Monetary Claim forming part of the Hypothecated Property unless such Grantor is permitted to do so pursuant to the provisions of the Credit Agreement.

2.8 Additional Provisions Pertaining to Securities

2.8.1 The following terms, when used in this Agreement, are to be interpreted within the meaning attributed to such terms in the STA, unless otherwise herein defined: “control”, “financial asset”, “security entitlement”, “securities account”, “securities intermediary”, “control agreement” and “security”.

2.8.2 In the case of securities, if an Event of Default has occurred and is continuing, the Hypothecary Representative may, without being bound to do so, cause itself to be registered as the holder thereof and exercise any right attached thereto, including any right to vote and any right of conversion or redemption.

2.8.3 Until the hypothec granted hereunder is enforceable, each Grantor is entitled to vote the securities that are part of its Hypothecated Property and to receive all dividends and distributions on such securities. Whenever the hypothec granted hereunder is enforceable, all rights of the Grantors to vote (under any proxy given by the Hypothecary Representative (or its nominee) or otherwise) or to receive distributions or dividends cease and all such rights become vested solely and absolutely in the Hypothecary Representative.

2.8.4 Any distributions or dividends received by the Grantors contrary to Section 2.8.3 or any other moneys or property received by the Grantors after the hypothec granted hereunder is enforceable will be received as mandatory for the Hypothecary Representative and shall be immediately paid over to the Hypothecary Representative.

2.8.5 The Hypothecary Representative undertakes not to exercise its rights provided for in Article 2714.6 of the *Civil Code of Québec* unless an Event of Default which is continuing has occurred.

2.9 Care and Custody of Hypothecated Property

2.9.1 The Hypothecary Representative shall have no obligation to keep the Hypothecated Property in its possession identifiable.

2.9.2 The Hypothecary Representative has no obligation to collect dividends, distributions or interest payable on, or exercise any option or right in connection with any Hypothecated Property. The Hypothecary Representative has no obligation to protect or preserve any Hypothecated Property from depreciating in value or becoming worthless and is released from all responsibility for any loss of value, whether such Hypothecated Property is in the possession of, is a security entitlement of, or is subject to the control of, the Hypothecary Representative, a securities intermediary, the Grantors or any other person. In the physical keeping of any securities, the Hypothecary Representative is only obliged to exercise the same degree of care as it would exercise with respect to its own securities kept at the same place.

2.9.3 The Hypothecary Representative may, after hypothec granted hereunder is enforceable, sell, transfer, use or otherwise deal with any investment property included in the Hypothecated Property over which the Hypothecary Representative has control, on such conditions and in such manner as the Hypothecary Representative in its sole discretion may determine.

2.10 **Expenses** The Grantors shall pay to the Hypothecated Representative, within 30 days of demand, all reasonable out of pocket costs and expenses of the Hypothecary Representative and the Lenders as provided in Section 13.1 of the Credit Agreement.

2.11 **Separate Agreements** The Hypothecary Representative may enforce this Deed from time to time against any of the Grantors without proceeding against any other Loan Party, the Borrower or any other security for the obligations secured hereby.

ARTICLE 3

REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 General Representations, Warranties and Covenants

Without limitation to the representations, warranties and covenants made by, or applicable to, any Grantor in the Credit Agreement, which shall be deemed incorporated herein and apply *mutatis mutandis* to this Deed, with such adaptations and modifications as the context may require, each Grantor represents and warrants and covenants and agrees, acknowledging and confirming that the Hypothecary Representative is relying on such representations, warranties, covenants and agreements, that:

3.1.1 **Additional Registration and Protection of Hypothec.** Subject to the provisions of the Credit Agreement and the other Documents, the Grantors will perform all acts, execute and deliver all agreements,

documents and instruments and take such other steps as are requested by the Hypothecary Representative at any time to register, file, signify, publish, perfect, maintain, protect, and enforce the hypothec granted hereunder including: (i) executing, recording and registering any form or other statements, and paying all taxes, fees and other charges payable; (ii) delivering acknowledgements, confirmations and subordinations that may be necessary to ensure that the hypothec created herein constitutes a valid first ranking hypothec (subject only to Permitted Encumbrances) which is enforceable and opposable to third parties; (iii) executing and delivering any certificates, endorsements, instructions, agreements, documents and instruments that may be required under the STA and (iv) delivering opinions of counsel in respect of matters contemplated by this paragraph. The documents and opinions contemplated by this paragraph must be in form and substance satisfactory to the Hypothecary Representative.

ARTICLE 4

ENFORCEMENT

4.1 **Enforcement** The hypothec created hereunder becomes and is enforceable against each Grantor upon the occurrence and during the continuance of an Event of Default. The Grantors shall be in default by the mere lapse of time, without the necessity of any notice or demand.

4.2 **Remedies** Upon the occurrence and continuance of an Event of Default, the Hypothecary Representative may exercise all legally available remedies, including the remedies resulting from its hypothec and the remedies of a secured creditor under the *Civil Code of Québec* and under the laws of any jurisdiction in which the Hypothecated Property may be located or in which the Hypothecary Representative will exercise its remedies including, without limitations, by:

4.2.1 entry onto any premises where any Hypothecated Property consisting of corporeal movable property may be located;

4.2.2 entry into possession of Hypothecated Property by any method permitted by law;

4.2.3 sale, grant of options to purchase, or lease of all or any part of the Hypothecated Property;

4.2.4 holding, storing and keeping idle or operating all or any part of the Hypothecated Property;

4.2.5 exercising and enforcing all rights and remedies of a holder of the Hypothecated Property as if the Hypothecary Representative were the absolute owner thereof (including, if necessary, causing the Hypothecated Property to be registered in the name of the Hypothecary Representative or its nominee if not already done);

4.2.6 collection of any proceeds, fruits and revenues arising in respect of the Hypothecated Property;

4.2.7 collection, realization or sale of, or other dealing with, claims;

4.2.8 license or sublicense, whether on an exclusive or nonexclusive basis, of any Intellectual Property for such term and on such conditions and in such manner as the Hypothecary Representative in its sole judgment determines (taking into account such provisions as may be necessary to protect and preserve such Intellectual Property);

4.2.9 instruction or order to any issuer or securities intermediary pursuant to any control the Hypothecary Representative has over the Hypothecated Property;

4.2.10 instruction to any bank to transfer all moneys constituting the Hypothecated Property held by such bank to an account maintained with or by the Hypothecary Representative;

4.2.11 application of any moneys constituting the Hypothecated Property or proceeds thereof;

4.2.12 appointment by instrument in writing of a receiver (which term as used in this Deed includes a receiver and manager) or agent of all or any part of the Hypothecated Property and removal or replacement from time to time of any such receiver or agent;

4.2.13 institution of proceedings in any court of competent jurisdiction for the appointment of a receiver of all or any part of the Hypothecated Property;

4.2.14 institution of proceedings in any court of competent jurisdiction for sale or foreclosure of all or any part of the Hypothecated Property;

4.2.15 filing of proofs of claim and other documents to establish claims to the Hypothecated Property; and

4.2.16 any other remedy or proceeding authorized or permitted under the *Civil Code of Québec* or otherwise by law.

4.3 **Additional Rights** In addition to the remedies set forth in Section 4.2 and elsewhere in this Deed, whenever the hypothec granted hereunder is enforceable, the Hypothecary Representative may:

4.3.1 require any Grantor, at the Grantors' expense, to assemble the Hypothecated Property to the extent reasonably practicable at a place or places designated by notice in writing and such Grantor agrees to so assemble the Hypothecated Property immediately upon receipt of such notice;

4.3.2 require each Grantor, by notice in writing, to disclose to the Hypothecary Representative the location or locations of the Hypothecated Property of such Grantor and each Grantor agrees to promptly make such disclosure when so required;

4.3.3 repair, process, modify, complete or otherwise deal with the Hypothecated Property of the Grantors and prepare for the disposition of such Hypothecated Property, whether on the premises of the Grantors or otherwise;

4.3.4 redeem any prior security interest or hypothec against any Hypothecated Property of the Grantors, procure the transfer of such security interest or hypothec to itself, or settle and pass the accounts of the prior mortgagee, chargee, encumbrancer or hypothec holder (any accounts to be conclusive and binding on the Grantors);

4.3.5 pay any liability secured by any Security Interests against any Hypothecated Property of the Grantors (the Grantors will immediately on demand reimburse the Hypothecary Representative for all such payments);

4.3.6 carry on all or any part of the business of the Grantors and, to the exclusion of all others including the Grantors, enter upon, occupy and use all or any of the premises, buildings, and other property of or used by the Grantors for such time as the Hypothecary Representative sees fit, free of charge, and the Hypothecary Representative is not liable to the Grantors for any act, omission or negligence in so doing or for any rent, charges, depreciation or damages incurred in connection with or resulting from such action;

4.3.7 borrow for the purpose of carrying on the business of the Grantors or for the maintenance, preservation or protection of the Hypothecated Property and grant a security interest or hypothec in the Hypothecated Property of the Grantors, whether or not in priority to the hypothec granted by the Grantors hereunder, to secure repayment;

4.3.8 commence, continue or defend any judicial or administrative proceedings for the purpose of protecting, seizing, collecting, realizing or obtaining possession or payment of the Hypothecated Property of the Grantors, and give good and valid receipts and discharges in respect of such Hypothecated Property and compromise or give time for the payment or performance of all or any part of the claims or any other obligation of any third party to any Grantor;

4.3.9 at any public sale, and to the extent permitted by law on any private sale, bid for and purchase any or all of the Hypothecated Property of the Grantors offered for sale and upon compliance with the terms of such sale, hold, retain and dispose of such Hypothecated Property without any further accountability to the Grantors or any other person with respect to such holding, retention or disposition, except as required by law. In any

such sale to the Hypothecary Representative, the Hypothecary Representative may, for the purpose of making payment for all or any part of the Hypothecated Property so purchased, use any claim for Obligations of the Grantors then due and payable to it as a credit against the purchase price; and

4.3.10 where the Hypothecated Property includes debts or claims, the Hypothecary Representative may make accommodations or transact with the debtors of these debts or claims and may grant discharges and releases therefor.

4.4 **Exercise of Remedies** The remedies under Sections 4.2 and 4.3 may be exercised from time to time separately or in combination and are in addition to, and not in substitution for, any other rights of the Hypothecary Representative however arising or created and whether with respect to the Grantors or otherwise. The Hypothecary Representative is not bound to exercise any right or remedy, and, except if the right of taking in payment is exercised, the exercise of rights and remedies hereunder is without prejudice to the rights of the Hypothecary Representative in respect of the Obligations including the right to claim for any deficiency.

4.5 **Receiver's Powers**

4.5.1 Any receiver appointed by the Hypothecary Representative with respect to the Grantors or the Hypothecated Property is vested with the rights and remedies which could have been exercised by the Hypothecary Representative in respect of the Grantors or the Hypothecated Property and such other powers and discretions as are granted in the instrument of appointment and any supplemental instruments. The identity of the receiver, its replacement and its remuneration are within the sole and unfettered discretion of the Hypothecary Representative.

4.5.2 Any receiver appointed by the Hypothecary Representative with respect to the Grantors or the Hypothecated Property will act as agent for the Grantors for the purposes of taking possession of such Hypothecated Property but otherwise and for all other purposes (except as provided below), as agent for such Grantors. The receiver may sell, lease, or otherwise dispose of the Hypothecated Property of the Grantors as agent for the Grantors or as agent for the Hypothecary Representative as the Hypothecary Representative may determine in its discretion. Each Grantor agrees to ratify and confirm all actions of the receiver acting as agent for such Grantor, and to release and indemnify the receiver in respect of all such actions.

4.5.3 The Hypothecary Representative, in appointing or refraining from appointing any receiver, does not incur liability to the receiver, the Grantors or otherwise and is not responsible for any misconduct or negligence of such receiver.

4.6 **Irrevocable Mandate**

Each Grantor hereby irrevocably constitutes and appoints the Hypothecary Representative (and any officer of the Hypothecary Representative) as its true and lawful attorney and mandatary. As the attorney and mandatary of each Grantor, the Hypothecary Representative has the power to exercise for and in the name of each Grantor with full power of substitution, upon the occurrence and during the continuation of an Event of Default, any of the Grantors' right (including the right of disposal), title and interest in and to the Hypothecated Property including the execution, endorsement, delivery and transfer of such Hypothecated Property to the Hypothecary Representative, its nominees or transferees, and the Hypothecary Representative and its nominees or transferees are hereby empowered to exercise all rights and powers and to perform all acts of ownership with respect to such Hypothecated Property to the same extent as such Grantor might do. This power of attorney and mandate is irrevocable, is coupled with an interest, has been given for valuable consideration (the receipt and adequacy of which is acknowledged) and survives, and does not terminate upon, the bankruptcy, dissolution, winding up or insolvency of any Grantor. This power of attorney and mandate extends to and is binding upon the Grantors' successors and permitted assigns. Each Grantor authorizes the Hypothecary Representative to delegate in writing to another person any power and authority of the Hypothecary Representative under this power of attorney and mandate as may be necessary or desirable in the opinion of the Hypothecary Representative, and to revoke or suspend such delegation.

4.7 Dealing with the Hypothecated Property

4.7.1 The Hypothecary Representative is not obliged to exhaust its recourse against any Grantor or any other person or against any other security they may hold in respect of the Obligations before realizing upon or otherwise dealing with the Hypothecated Property in such manner as the Hypothecary Representative may consider desirable.

4.7.2 The Hypothecary Representative may grant extensions or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with any Grantor and with other persons, sureties or securities as they may see fit without prejudice to the Obligations, the liability of the Grantors or the rights of the Hypothecary Representative in respect of the Hypothecated Property.

4.7.3 Except as otherwise provided by law or this Deed, the is not (i) liable or accountable for any failure to collect, realize or Hypothecary Representative obtain payment in respect of the Hypothecated Property; (ii) bound to institute proceedings for the purpose of collecting, enforcing, realizing or obtaining payment of the Hypothecated Property or for the purpose of preserving any rights of any persons in respect of the Hypothecated Property; (iii) responsible for any loss occasioned by any sale or other dealing with the Hypothecated Property or by the retention of or failure to sell or otherwise deal with the Hypothecated Property; (iv) bound to protect the Hypothecated Property from depreciating in value or

becoming worthless or (v) bound to maintain the use for which the Hypothecated Property is normally intended or to make it productive or to continue its use or operation.

4.8 **Standards of Sale** Without prejudice to the ability of the Hypothecary Representative to dispose of the Hypothecated Property in any manner which is commercially reasonable, each Grantor acknowledges that:

4.8.1 the Hypothecated Property may be disposed of in whole or in part;

4.8.2 the Hypothecated Property may be disposed of by public auction, public tender or private contract, with or without advertising and without any other formality;

4.8.3 any assignee of the Hypothecated Property may be the Hypothecary Representative or a customer of any such person;

4.8.4 any sale conducted by the Hypothecary Representative will be at such time and place, on such notice and in accordance with such procedures as the Hypothecary Representative, in its sole discretion, may deem advantageous;

4.8.5 the Hypothecated Property may be disposed of in any manner and on any terms necessary to avoid violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that the prospective bidders and purchasers have certain qualifications, and restrict the prospective bidders and purchasers to persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of the Hypothecated Property) or in order to obtain any required approval of the disposition (or of the resulting purchase) by any governmental or regulatory authority or official;

4.8.6 a disposition of the Hypothecated Property may be on such terms and conditions as to credit or otherwise as the Hypothecary Representative, in its sole discretion, may deem advantageous;

4.8.7 where the Hypothecary Representative elects to sell the Hypothecated Property or any part of it, (i) the Hypothecary Representative will not be required to obtain any prior valuation by a third party and (ii) the Hypothecary Representative may elect to sell the Hypothecated Property or any part of it with legal warranty given by the Grantors or with a complete or partial exclusion of such warranty; and

4.8.8 the Hypothecary Representative may establish an upset or reserve bid or price in respect of the Hypothecated Property.

4.9 **Dealings by Third Parties**

4.9.1 No person dealing with the Hypothecary Representative or an agent or receiver is required to determine (i) whether the hypothec granted hereunder has become enforceable; (ii) whether the powers which such person is purporting to exercise have become exercisable; (iii) whether any money remains due to the Hypothecary Representative by any Loan Party; (iv) the necessity or expediency of the stipulations and conditions subject to which any sale or lease is made; (v) the propriety or regularity of any sale or other dealing by the Hypothecary Representative with any Hypothecated Property, or (vi) how any money paid to the Hypothecary Representative has been applied.

4.9.2 Any bona fide purchaser of all or any part of the Hypothecated Property from the Hypothecary Representative or any receiver or agent will hold such Hypothecated Property absolutely, free from any claim or right of whatever kind, including any equity of redemption, of the Grantors, which they specifically waives (to the fullest extent permitted by law) as against any such purchaser together with all rights of redemption, stay or appraisal which the Grantors have or may have under any rule of law or statute now existing or hereafter adopted.

4.10 **ULC Shares**

4.10.1 Notwithstanding anything else contained in this Deed or any other document or agreement among all or some of the parties hereto, each Grantor is the sole registered and beneficial owner of all of its Hypothecated Property that is ULC Shares, if any, and will remain so until such time as such ULC Shares are effectively transferred into the name of the Hypothecary Representative, or any nominee of the foregoing or any other person on the books and records of such ULC. Accordingly, each Grantor shall be entitled to receive and retain for its own account any dividend on or other distribution, if any, in respect of ULC Shares that are its Hypothecated Property and shall have the right to vote such ULC Shares and to control the direction, management and policies of any such ULC to the same extent as such Grantor would if such ULC Shares were not pledged to the Hypothecary Representative pursuant hereto. Nothing in this Deed or any other document or agreement among all or some of the parties hereto is intended to, and nothing in this Deed or any other document or agreement among all or some of the parties hereto shall, constitute the Hypothecary Representative or any person other than the Grantors, a member of any ULC for the purposes of the *Companies Act* (Nova Scotia), the *Business Corporations Act* (British Columbia), the *Business Corporations Act* (Alberta) or any other applicable legislation until such time as notice is given to the Grantors and further steps are taken hereunder or thereunder so as to register the Hypothecary Representative, or any nominee of the foregoing, as specified in such notice, as the holder of shares of such ULC. To the extent any provision hereof would have the effect of constituting the Hypothecary Representative a member of a ULC prior to such time, such provision shall be severed herefrom and ineffective with respect to Hypothecated Property that is shares of such ULC without otherwise

invalidating or rendering unenforceable this Deed or invalidating or rendering unenforceable such provision insofar as it relates to Hypothecated Property that is not shares of such ULC.

4.10.2 Except upon the exercise of rights to sell or otherwise dispose of Hypothecated Property that is ULC Shares once the hypothec granted hereunder is enforceable, no Grantor shall cause or permit, or enable any ULC in which it holds ULC Shares that form part of the Hypothecated Property to cause or permit, Hypothecary Representative to: (i) be registered as a shareholder or member of a ULC; (ii) have any notation entered in its favour in the share register of a ULC; (iii) be held out as a shareholder or member of a ULC; (iv) receive, directly or indirectly, any dividends, property or other distributions from a ULC by reason of Hypothecary Representative holding a hypothec in a ULC or ULC Shares or (v) act as a shareholder or member of a ULC, or exercise any rights of a shareholder or member including the right to attend a meeting of, or to vote the shares of, a ULC.

ARTICLE 5

CONCERNING THE HYPOTHECARY REPRESENTATIVE

5.1 **Acting as the Hypothecary Representative** The Grantors and the Hypothecary Representative hereby specifically acknowledge and agree that the Hypothecary Representative is acting hereunder in its capacity as the hypothecary representative for the Beneficiaries for all purposes of Article 2692 of the *Civil Code of Québec*.

5.2 **To Exercise Reasonable Diligence** The Hypothecary Representative shall only be accountable for reasonable diligence in the exercise of its functions under this Deed and shall not be liable except in connection with its own gross or intentional fault.

5.3 **Uncontrolled Discretion to Exercise Powers** The Hypothecary Representative, except as otherwise provided in this Deed shall, as regards all the powers, authorities and discretions vested in it, have absolute and uncontrolled discretion as to the exercise thereof, whether in relation to the manner or as to the mode and time for the exercise thereof, and in the absence of fraud, it shall be in no way responsible for any loss, costs, damages or inconvenience that may result from the exercise or non-exercise thereof.

5.4 **Not Liable for Defects in Title** The Hypothecary Representative shall not be liable for or by reason of any failure or defect of title to or any Security Interests upon the Hypothecated Property, or for or by reason of the statements of facts or recitals contained in this Deed, or be required to verify the same; but all such statements and recitals are and shall be deemed to have been made by the Grantors, and it shall not be the duty of the Hypothecary Representative, and nothing contained in this Deed shall in any way cast any obligation upon the Hypothecary Representative, to see to the

registration or filing or renewal of this Deed or any other deed or writing relating to the Hypothecated Property or any part thereof, or to any other property of the Grantors, or to procure any additional hypothec or other additional security instrument of further assurance, or to do any other act for the continuance of the Security Interests created under this Deed, or for giving notice of the existence of such Security Interests, or for extending or supplementing the same or to insure or keep insured, against loss or damage by fire or otherwise, the Hypothecated Property or any part thereof or to keep itself informed or advised as to the payment by the Grantors of any taxes or assessments or premiums of insurance or other payments which the Grantors should make.

5.5 **Need Not Interfere in the Grantor' Business** The Hypothecary Representative shall not be bound to give notice to any person of the execution of this Deed or of the Security Interests created under this Deed unless and until it shall have been required so to do by a Beneficiaries' Instrument.

5.6 **In Bankruptcy May Vote** In the event that any Grantor makes an authorized assignment or a custodian, trustee or liquidator in respect of such Grantor' properties is appointed under any bankruptcy, insolvency, liquidation or reorganization law of any jurisdiction, the Hypothecary Representative, if directed to do so by a Beneficiaries' Instrument, may file and prove a claim, value security and vote and act at all meetings of creditors and otherwise in such proceedings as directed.

5.7 **To Act on Instructions of the Beneficiaries** The Hypothecary Representative shall be obliged to act and shall act and be fully protected in acting upon the instructions, requests or directions set forth in a Beneficiaries' Instrument in connection with any proceeding, act, power, right, matter or thing relating to or conferred by right or to be done under this Deed.

5.8 **Free Access to Records** If requested by the Beneficiaries, the Hypothecary Representative shall be obliged to give to those so requesting or to their officers or authorized agents, free access to and communication of the Hypothecary Representative's records relating to these presents and all matters connected therewith.

5.9 **Binding Effect of Beneficiaries' Instrument** Any power exercised by a Beneficiaries' Instrument as provided in this Article shall be binding upon the Beneficiaries and each of them, and the Hypothecary Representative (subject to the provisions of its indemnity herein contained) shall be bound to give effect thereto accordingly.

5.10 **May Act on Advice of Lawyer et al.** The Hypothecary Representative may execute any of the powers imposed or conferred upon it under this Deed, and perform any duties required of it, by or through attorneys or agents and, in relation to this Deed, may act on the opinion or advice of or information obtained from any lawyer, valuer, surveyor, broker,

auctioneer, or other expert, whether obtained by the Hypothecary Representative or by the Grantors or otherwise, and shall not be responsible for any loss occasioned by acting or not acting thereon, other than a loss due to its own gross or intentional fault, and shall be entitled to take legal or other advice and employ such assistance as may be necessary to the proper discharge of its duties, and to pay proper and reasonable compensation to such agents and attorneys for all such legal and other advice or assistance as aforesaid.

5.11 **May Appoint Agents** The Hypothecary Representative may, for the execution of the duties and powers conferred upon it under this Deed, appoint or employ, attorneys, bankers, receivers, lawyers, agents or other persons, but the Hypothecary Representative shall not be responsible to the Beneficiaries for any misconduct on the part of any such attorney, banker, receiver, lawyer, agent or other person appointed by it under this Deed, or bound to supervise the proceedings of any such other appointee.

5.12 **Hypothecary Representative May Delegate** The Hypothecary Representative may from time to time delegate to any person, the performance of any of the powers vested in it by this Deed, and the Hypothecary Representative shall not be in any way responsible to the Beneficiaries for any loss incurred by the misconduct or default of any such delegate or as a result of such delegation.

ARTICLE 6

APPOINTMENT OF NEW HYPOTHECARY REPRESENTATIVE

6.1 **Appointment of New Hypothecary Representative** The Hypothecary Representative may at any time resign from being the hypothecary representative of the Beneficiaries and the holder of all security created in its favour for the benefit of the Beneficiaries and thereby be discharged from all further duties and liabilities under this Deed by giving to the Grantors and the Beneficiaries thirty (30) days' notice in writing or such shorter notice as the Beneficiaries and the Grantors may be willing to accept, and the Beneficiaries may, at any time by a Beneficiaries' Instrument, appoint a new Hypothecary Representative in the place of any Hypothecary Representative so resigning; and the Beneficiaries shall also have the power by a Beneficiaries' Instrument to remove the Hypothecary Representative at any time and to appoint a new Hypothecary Representative as the hypothecary representative for the Beneficiaries and as the holder of all security created in its favour for the benefit of the Beneficiaries. Any such new Hypothecary Representative, without further formality, shall be vested with and have all the property, right, powers and authority granted to the Hypothecary Representative hereunder and be subject in all respects to the terms, conditions and provisions of this Deed.

ARTICLE 7

MISCELLANEOUS

7.1 **Notices, etc.** Any notice, direction or other communication (each a “Notice”) given regarding the matters contemplated by this Deed shall be delivered in accordance with the Credit Agreement (it being understood and agreed that references in such Section to “herein”, “hereunder” and other similar terms shall be deemed to be references to this Deed).

7.2 **Continuing Security** The hypothec created hereunder is a continuing security and shall subsist notwithstanding the payment from time to time, in whole or in part, of the Obligations. Any future obligation secured hereunder shall be considered an obligation for which the Grantors shall again be obligated hereunder, as defined in Article 2797 of the *Civil Code of Quebec*.

7.3 **Discharge** The hypothec granted hereunder will not be discharged except by a written release or discharge signed by the Hypothecary Representative. The Grantors will be entitled to require a discharge by notice to the Hypothecary Representative to the extent provided for in the Credit Agreement. Upon discharge of the hypothec granted hereunder and at the request and expense of the Grantors, the Hypothecary Representative will execute and deliver to the Grantors such documents or instruments as the Grantors may reasonably require and the Hypothecary Representative will redeliver to the Grantors, or it may otherwise direct the Hypothecary Representative, any Hypothecated Property of the Grantors in its possession.

7.4 **Survival of Representations and Warranties** The representations, warranties and covenants of the Grantors in this Deed survive the execution and delivery of this Deed and any advances under the Credit Agreement. Notwithstanding any investigation made by or on behalf of the Hypothecary Representative or the Grantors, such covenants, representations and warranties continue in full force and effect.

7.5 **Further Assurances** Subject to the provisions of the Credit Agreement and the other Documents, the Grantors will do all acts and things and execute and deliver, or cause to be executed and delivered, all agreements, documents and instruments that the Hypothecary Representative may require and take all further steps relating to the Hypothecated Property or any other property or assets of the Hypothecated Property that the Hypothecary Representative may require for (i) protecting the Hypothecated Property; (ii) perfecting, preserving and protecting the hypothec granted hereunder and (iii) exercising all powers, authorities and discretions conferred upon the Hypothecary Representative. After the hypothec granted hereunder becomes enforceable, the Grantors will do all acts and things and execute and deliver all documents and instruments that the Hypothecary Representative may require for facilitating the sale or other disposition of the Hypothecated Property in connection with its realization.

7.6 **Supplemental Security** This Deed is in addition to, without prejudice to and supplemental to all other hypothec and other security now held or which may hereafter be held by the Hypothecary Representative.

7.7 **Successors and Assigns** This Deed is binding on the Grantors, their respective successors and assigns, and enures to the benefit of the Hypothecary Representative and its successors and assigns. This Deed may be assigned by the Hypothecary Representative in accordance with the Credit Agreement. The Grantors may assign, transfer or delegate any of its rights or obligations under this Deed without the prior written consent of the Hypothecary Representative.

7.8 **Severability** If any court of competent jurisdiction from which no appeal exists or is taken, determines any provision of this Deed to be illegal, invalid or unenforceable in any jurisdiction, that provision will, with respect only to such jurisdiction, be severed from this Deed and the remaining provisions will remain in full force and effect. The severing of any provision for purposes of a particular jurisdiction will not result in the severing of such provision for the purposes of any other jurisdiction.

7.9 **Waivers, etc.**

7.9.1 No consent or waiver by the Hypothecary Representative in respect of this Deed is binding unless made in writing and signed by an authorized officer of the Hypothecary Representative. Any consent or waiver given under this Deed is effective only in the specific instance and for the specific purpose for which it is given. No waiver of any of the provisions of this Deed constitutes a waiver of any other provision.

7.9.2 A failure or delay on the part of the Hypothecary Representative in exercising a right under this Deed does not operate as a waiver of, or impair, any right of the Hypothecary Representative however arising. A single or partial exercise of a right on the part of the Hypothecary Representative does not preclude any other or further exercise of that right or the exercise of any other right by the Hypothecary Representative.

7.10 **Application of Proceeds** All monies collected by the Hypothecary Representative upon the enforcement of the Hypothecary Representative's rights and remedies under this Deed including any sale or other disposition of the Hypothecated Property will be applied as provided in the Credit Agreement.

7.11 **Judgement Currency** If, for the purposes of obtaining judgement in any court in any jurisdiction with respect to this Deed, it becomes necessary to convert into a particular currency (the "**Judgement Currency**") any amount due under this Agreement in any currency other than the Judgement Currency, the conversion will be made in accordance with the Credit Agreement.

7.12 **Governing Law**

7.12.1 This Deed will be governed by, interpreted and enforced in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.

7.12.2 The Grantors irrevocably attorns and submits to the exclusive jurisdiction of any court of competent jurisdiction of the Province of Quebec in any action or proceeding arising out of or relating to this Agreement and the other Documents to which it is a party. The Grantors irrevocably waives objection to the venue of any action or proceeding in such court or that such court provides an inconvenient forum. Nothing in this Section limits the right of the Hypothecary Representative to bring proceedings against any the Grantors in the courts of any other jurisdiction.

7.12.3 The Grantors hereby irrevocably consents to the service of any and all process in any such action or proceeding by the delivery of copies of such process to the Grantors at the registered office of the Grantors. Nothing in this Section affects the right of the Hypothecary Representative to serve process in any manner permitted by law.

7.13 **French Language** The parties hereby confirm their express wish that the present Deed (other than the French description of the Hypothecated Property) and all documents and agreements directly and indirectly related thereto be drawn up in English only but without prejudice to any such document which may from time to time be drawn up and sent in French only or in both French and English. Each of the parties hereto hereby acknowledges that this Deed is not a contract of adhesion and that each party was represented by legal counsel and has had the opportunity to negotiate the terms of this Deed, including the essential stipulations thereof, with the assistance of its legal counsel. *Les parties reconnaissent leur volonté expresse que le présent acte (autre que la description française des Biens Hypothéqués) ainsi que tous les documents et conventions qui s'y rattachent directement ou indirectement soient rédigés en langue anglaise seulement, mais sans préjudice à tous tels documents qui pourraient à l'occasion être rédigés et transmis en français seulement ou à la fois en anglais et en français. Chacune des parties aux présentes reconnaît que cet acte ne constitue pas un contrat d'adhésion et que chaque partie était représentée par ses conseillers juridiques et a eu l'opportunité de négocier les termes de cet acte, incluant les stipulations essentielles de cet acte, avec l'aide de ses conseillers juridiques.*

WHEREOF ACTE:

DONE AND PASSED at the City of Montreal, Province of Québec, on the date hereinabove set forth and of record in the office of the undersigned Notary under the minute number ● (●).

And the representatives of the parties, after having declared to have taken cognizance of these presents and having exempted the said Notary from reading them or causing them to be read, signed these presents, all in the presence of the said Notary who also signed.

K-BRO LINEN SYSTEMS INC.

Per:

Name:

Title: Authorized Representative

K-BRO LINEN LIMITED

Per:

Name:

Title: Authorized Representative

**KBL LIMITED PARTNERSHIP/ KBL
S.E.C., by its general partner K-BRO LINEN
LIMITED**

Per:

Name: Title: Authorized Representative

BUANDERIE C.M. INC.

Per:

Name: Title: Authorized Representative

PARTIES OF THE FIRST PART

THE TORONTO-DOMINION BANK

Per:

- 24 -

Name:

Title: Authorized Representative

PARTY OF THE SECOND PART

[Angelo Febbraio], Notary

SCHEDULE H-5

- [INSERT NAME OF RELEVANT MATERIAL SUBSIDIARY]

GUARANTEE

MADE AS OF •, 20•

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION.....	1
1.1 Definitions.....	1
1.2 Headings	3
1.3 Number; persons; including.....	3
1.4 <i>Interest Act</i> (Canada)	3
1.5 Nominal Rates.....	4
1.6 [References to Guarantor].....	4
1.7 [References to Obligations]	4
ARTICLE 2 GUARANTEE	4
2.1 Guarantee of Obligations	4
2.2 Indemnity	4
2.3 Guarantor as Principal Obligor	5
2.4 Guarantee Absolute and Unconditional	5
ARTICLE 3 DEALINGS WITH THE OBLIGORS AND OTHERS	7
3.1 No Release	7
3.2 No Exhaustion of Remedies.....	8
3.3 Evidence of Obligations.....	8
3.4 No Set-off.....	8
ARTICLE 4 CONTINUING GUARANTEE	8
4.1 Continuing Guarantee	8
4.2 Revival of Indebtedness; Reinstatement.....	8
ARTICLE 5 DEMAND FOR PAYMENT, EXPENSES AND INTEREST.....	9
5.1 Demand for Payment	9
5.2 Stay of Acceleration.....	9
5.3 Expenses	9
5.4 Interest.....	9
ARTICLE 6 SUBROGATION	9
6.1 Subrogation	9
ARTICLE 7 REPRESENTATIONS AND WARRANTIES; COVENANTS	10
7.1 Representations and Warranties.....	10
7.2 Effective Time of Repetition	11
7.3 Nature of Representations and Warranties	11
7.4 Covenants Contained in the Credit Agreement and Other Documents	11
7.5 Keepwell	11
ARTICLE 8 POSTPONEMENT	12
8.1 Postponement.....	12
ARTICLE 9 GENERAL	12
9.1 Waiver of Notices	12
9.2 Benefit of the Guarantee	12
9.3 Foreign Currency Obligations.....	12
9.4 Taxes and Set-off by Guarantor.....	13
9.5 No Waiver; Remedies	13
9.6 Severability	13
9.7 Amendments and Waivers	13
9.8 Additional Security	13

9.9	Notices	13
9.10	Assignment	13
9.11	Time of Essence	14
9.12	Financial Condition of the Obligors	14
9.13	Acknowledgement of Documentation	14
9.14	Entire Agreement	15
9.15	Governing Law	15
9.16	Attornment	15

• [INSERT NAME OF RELEVANT MATERIAL SUBSIDIARY]

GUARANTEE

THIS GUARANTEE is made as of •, 20•

WHEREAS the [Guarantor is a Subsidiary of the Borrower] OR [Guarantor is an Affiliate of the Borrower];

AND WHEREAS the Guarantor has agreed to provide a guarantee with respect to the Credit Facilities provided by the Lenders pursuant to the Credit Agreement and with respect to the Lender Financial Instrument Obligations and the Bank Product Obligations;

NOW THEREFORE, in consideration of the covenants and agreements herein contained, the sum of Cdn. \$10.00 now paid by the Beneficiaries to the Guarantor and other good and valuable consideration (the receipt and sufficiency of which are hereby conclusively acknowledged), the Guarantor hereby covenants and agrees with the Beneficiaries as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

(a) In this Guarantee and the recitals hereto, unless something in the subject matter or context is inconsistent therewith:

“**Agent**” means The Toronto-Dominion Bank, in its capacity as agent of the Beneficiaries.

“**Beneficiaries**” means, collectively, the Lenders, the Bank Product Providers, the Hedging Affiliates and the Agent, and “**Beneficiary**” means any of the Lenders, the Bank Product Providers, the Hedging Affiliates or the Agent.

“**Beneficiaries’ Counsel**” means Dentons Canada LLP or such other firm of lawyers as may be selected by the Beneficiaries from time to time.

“**Borrower**” means K-Bro Linen Systems Inc. and its successors and permitted assigns.

“**Commodity Exchange Act**” means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

“**Credit Agreement**” means the amended and restated credit agreement originally made as of March 26, 2024 and amended and restated as of June 11, 2025 between the Borrower, as borrower, The Toronto-Dominion Bank and such other financial institutions as are and as become parties thereto as lenders from time to time, and The Toronto-Dominion Bank, as agent of such lenders, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

“Default Rate” means a rate per annum that is equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest then payable under the Credit Agreement on Canadian Prime Rate Loans plus *[Rate redacted]*% per annum or (ii) in respect of amounts due in United States Dollars, the rate of interest then payable under the Credit Agreement on U.S. Base Rate Loans plus *[Rate redacted]*% per annum.

“Documents” means, collectively, the Documents as defined in the Credit Agreement together with any and all Lender Financial Instruments and agreements respecting Bank Products.

“Excluded Swap Obligations” means, with respect to the Guarantor, any Swap Obligation if (and only if), and to the extent that, all or a portion of this Guarantee, or the grant by the Guarantor of a security interest to secure, such Swap Obligation (or any guarantee thereof) is or becomes illegal under the Commodity Exchange Act or any rule, regulation or order of the Commodity Futures Trading Commission (or the application or official interpretation of any thereof) by virtue of the Guarantor’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 the Guarantor or the grant of such security interest becomes effective with respect to such related 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.

“Guarantee” means this guarantee, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

“Guarantor” means • **[INSERT NAME OF RELEVANT MATERIAL SUBSIDIARY]** and its successors and permitted assigns.

“Obligations” means, collectively and at any time and from time to time, except for Excluded Swap Obligations, all of the obligations, liabilities and indebtedness (present or future, absolute or contingent, matured or otherwise) of the Obligors to any of the Beneficiaries or to all of them under, pursuant or relating to the Credit Agreement and the other Documents to which an Obligor is party, as applicable, and including (i) all Outstanding Principal and all interest, commissions, legal and other costs, charges and expenses payable by the Obligors under the Credit Agreement and such other Documents, (ii) all Bank Product Obligations of or owing by the Obligors to any and all Lenders and Bank Product Providers and (iii) except for Excluded Swap Obligations, all Lender Financial Instrument Obligations of or owing by the Obligors to any and all Lenders and Hedging Affiliates, whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

“Obligors” means, collectively, the Borrower and the other Loan Parties (except the Guarantor) and each of their successors and permitted assigns and **“Obligor”** means any one of them.

“Qualified ECP Guarantor” means, in respect of any Swap Obligation, each Loan Party (that provides a guarantee to the Beneficiaries) and that has total assets exceeding U.S.\$10,000,000 at the time the relevant guarantee or grant of the relevant security interest becomes effective with respect to such Swap 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.

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

- (b) Capitalized words and phrases used in this Guarantee and the recitals hereto without express definition herein shall, unless something in the subject matter or context is inconsistent therewith, have the same defined meanings as are ascribed to such words and phrases in the Credit Agreement. For certainty, if the Credit Agreement ceases to be in force for any reason whatsoever, then for all purposes hereof the aforementioned capitalized words and phrases shall continue to have the same defined meanings set forth in the Credit Agreement as if such agreement remained in force in the form immediately prior to its ceasing to be in force.

1.2 **Headings**

The division of this Guarantee into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Guarantee. The terms “this Guarantee”, “hereof”, “hereunder” and similar expressions refer to this Guarantee and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Guarantee.

1.3 **Number; persons; including**

Words importing the singular number only shall include the plural and *vice versa*, words importing the masculine gender shall include the feminine and neuter genders and vice versa and words importing persons shall include individuals, limited and unlimited liability companies, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa and words and terms denoting inclusiveness (such as “include” or “includes” or “including”), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.4 **Interest Act (Canada)**

Whenever a rate of interest hereunder is calculated on the basis of a year (the “**deemed year**”) which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the

Interest Act (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.5 Nominal Rates

The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Guarantee; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after demand, default and judgment. The rates of interest specified in this Guarantee are intended to be nominal rates and not effective rates and any interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

1.6 [References to Guarantor]

[All references in this Guarantee to representations and warranties by, covenants of, actions and steps by, or the performance of the terms and conditions hereof by the “Guarantor” shall, as the context requires, be and shall be construed as being by the partners of the Guarantor on behalf of and in respect of the Guarantor.] [Note: Insert Section 1.6, with appropriate conforming changes, for a guarantee by a general partnership; insert similar provisions, with additional conforming changes, for a guarantee by a limited partnership, trust or other unincorporated entity.]

1.7 [References to Obligations]

[For certainty, notwithstanding any provision herein, no provision shall be construed as being a guarantee by a Guarantor of its own Obligations and all references in this Guarantee to the guarantee of the Obligations of an Obligor for which the Guarantor is the general partner shall, as the context requires, be construed as an indemnity by the Guarantor of the Obligations of such Obligor.] [Note: Insert Section 1.7, with appropriate conforming changes, for a guarantee by a partner of an Obligor; insert similar provisions, with additional conforming changes, for a guarantee by a trustee of an Obligor.]

ARTICLE 2 **GARANTEE**

2.1 Guarantee of Obligations

The Guarantor hereby unconditionally and irrevocably guarantees to the Beneficiaries the payment and performance of all of the Obligations, together with interest thereon as provided in Section 5.4.

2.2 Indemnity

If any or all of the Obligations are not duly paid or performed by the Borrower or the relevant Obligor and are not recoverable under Section 2.1 for any reason whatsoever, the Guarantor will, as a separate and distinct obligation, indemnify and save harmless the Beneficiaries from and against all losses resulting from the failure of such Obligor to pay and

perform such Obligations. **[In addition to and without limiting the foregoing, each partner of the Guarantor hereby agrees, on a joint and several basis, to indemnify and hold harmless each of the Beneficiaries, forthwith after demand as provided herein, from and against all losses resulting from the failure of any of the Obligor to pay and perform any or all of the Obligations, it being the express intention of the partners of the Guarantor that each of the partners of the Guarantor shall be jointly and severally liable for the Obligations.] [Note: Insert the foregoing square-bracketed wording in Section 2.2 for any guarantee by a general partnership which includes an Obligor as a partner.]**

2.3 Guarantor as Principal Obligor

If any or all of the Obligations are not duly paid or performed by the relevant Obligor and are not recoverable under Section 2.1 or the Beneficiaries are not indemnified under Section 2.2, in each case, for any reason whatsoever, such Obligations shall, as a separate and distinct obligation, be recoverable by the Beneficiaries from the Guarantor as the primary obligor and principal debtor in respect thereof and shall be paid to the Beneficiaries forthwith after demand therefor as provided herein.

2.4 Guarantee Absolute and Unconditional

The liability and obligations of the Guarantor hereunder shall be continuing, unconditional and absolute and, without limiting the generality of the foregoing, shall not be released, discharged, limited or otherwise affected by, and the Guarantor hereby irrevocably waives any defenses it may now or hereafter have in any way relating to any or all of the following:

- (a) any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release in respect of any Obligation, security, person or otherwise, including any extension, other indulgence, renewal, settlement, discharge, compromise, waiver, subordination or release of any of the Obligations, covenants or undertakings of any of the Obligor under the Documents;
- (b) any modification or amendment of or supplement to the Obligations;
- (c) any loss of or in respect of any security held by the Beneficiaries, whether occasioned by the fault of the Beneficiaries or otherwise, including any release, non-perfection or invalidity of any such security;
- (d) any change in the existence, structure, constitution, name, control or ownership of any of the Obligor or any other person, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting the Borrower, the other Obligor or any other person or their respective assets;
- (e) the existence of any set-off, counterclaim, claim or other right which the Guarantor, the Borrower or the other Obligor may have at any time against the Beneficiaries or any other person, whether in connection with the Credit Agreement, this Guarantee or any unrelated transaction;

- (f) any provision of applicable law purporting to prohibit or limit the payment by any of the Obligors of any Obligation, and the foregoing is hereby waived by the Guarantor to the extent permitted under applicable law;
- (g) any limitation, postponement, prohibition, subordination or other restriction on the right of a Beneficiary to payment of the Obligations;
- (h) any release, substitution or addition of any other guarantor or indemnitor of the Obligations;
- (i) any defence arising by reason of any failure of any Beneficiary to make any presentment, or protest or to give any other notice, including notice of all of the following: acceptance of this Guarantee, partial payment or non-payment of all or any part of the Obligations and the existence, creation, or incurring of new or additional Obligations;
- (j) any defence arising by reason of any failure of a Beneficiary to proceed against any of the Obligors or any other person, or to apply or exhaust any security held from any of the Obligors or any other person for the Obligations, to proceed against, apply or exhaust any security held from the Guarantor or any other person, or to pursue any other remedy available to the Beneficiaries;
- (k) any defence arising by reason of the invalidity, illegality or lack of enforceability of the Obligations or any part thereof or of any security, indemnity or guarantee in support thereof, or by reason of any incapacity, lack of authority, or other defence of any of the Obligors or any other person, or by reason of any limitation, postponement or prohibition on a Beneficiary's rights to payment, or the cessation from any cause whatsoever of the liability of any of the Obligors or any other person with respect to all or any part of the Obligations (other than irrevocable payment to the Beneficiaries in full, in cash, of the Obligations), or by reason of any act or omission of the Beneficiaries or others which directly or indirectly results in the discharge or release of any of the Obligors or any other person or of all or any part of the Obligations or any security, indemnity or guarantee therefor, whether by contract, operation of law or otherwise;
- (l) any defence arising by reason of the failure by a Beneficiary to obtain, register, perfect or maintain a Security Interest in or upon any property of any of the Obligors or any other person, or by reason of any interest of the Beneficiaries in any property, whether as owner thereof or as holder of a Security Interest therein or thereon, being invalidated, voided, declared fraudulent or preferential or otherwise set aside, or by reason of any impairment of any right or recourse to collateral;
- (m) any defence arising by reason of the failure of the Beneficiaries to marshal assets;
- (n) to the extent permitted under applicable law, any defence based upon any failure of the Beneficiaries to give to any of the Obligors or the Guarantor notice of any sale or other disposition of any property securing any or all of the Obligations or any other

guarantee or indemnity thereof, or any notice that may be given in connection with any sale or other disposition of any such property;

- (o) **[the fact that an Obligor has a general partnership interest in the Guarantor;]**
[Note: Insert subparagraph (o) if applicable.]
- (p) any defence based upon or arising out of any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any of the Obligors or any other person, including any discharge or bar against collection of any of the Obligations; or
- (q) any other law, event or circumstance or any other act or failure to act or delay of any kind by any of the Obligors, the Beneficiaries or any other person, which might, but for the provisions of this Section, constitute a legal or equitable defence to or discharge, limitation or reduction of the Guarantor's obligations hereunder, other than as a result of the payment or extinguishment in full of the Obligations.

The foregoing provisions apply and the foregoing waivers, to the extent permitted under applicable law, shall be effective even if the effect of any action or failure to take action by the Beneficiaries is to destroy or diminish the Guarantor's subrogation rights, the Guarantor's right to proceed against any of the Obligors for reimbursement, the Guarantor's right to recover contribution from any other guarantor or indemnitor or any other right or remedy of the Guarantor.

ARTICLE 3

DEALINGS WITH THE OBLIGORS AND OTHERS

3.1 No Release

The Beneficiaries, without releasing, discharging, limiting or otherwise affecting in whole or in part the Guarantor's liability and obligations hereunder, may:

- (a) grant time, renewals, extensions, indulgences, releases and discharges to any of the Obligors or any other guarantor, indemnitor or endorser;
- (b) take or abstain from taking security or collateral from any of the Obligors or any other guarantor, indemnitor or endorser or from perfecting security or collateral of any of the Obligors or any other guarantor, indemnitor or endorser;
- (c) accept compromises from any of the Obligors or any other guarantor, indemnitor or endorser;
- (d) subject to the Documents, apply all money at any time received from any of the Obligors or from security upon such part of the Obligations as the Beneficiaries may see fit or change any such application in whole or in part from time to time as the Beneficiaries may see fit; or

- (e) otherwise deal with any of the Obligors and all other persons and security as the Beneficiaries may see fit.

3.2 No Exhaustion of Remedies

The Beneficiaries shall not be bound or obligated to exhaust their recourse against any of the Obligors or other persons or any securities or collateral it may hold or take any other action (other than to make demand pursuant to Article 5) before the Beneficiaries shall be entitled to demand, enforce and collect payment from the Guarantor hereunder.

3.3 Evidence of Obligations

Any account settled or stated in writing by or between a Beneficiary or the Beneficiaries, as the case may be, and the applicable Obligor shall be *prima facie* evidence that the balance or amount thereof appearing due to the same is so due.

3.4 No Set-off

In any claim by the Beneficiaries against the Guarantor hereunder, the Guarantor shall not claim or assert any set-off, counterclaim, claim or other right that either the Obligors or the Guarantor may have against one or more of the Beneficiaries.

ARTICLE 4 CONTINUING GUARANTEE

4.1 Continuing Guarantee

This Guarantee shall be a continuing guarantee and shall continue to be effective even if at any time any payment of any of the Obligations is rendered unenforceable or is rescinded or must otherwise be returned by any Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any of the Obligors), all as though such payment had not been made.

4.2 Revival of Indebtedness; Reinstatement

If at any time, all or any part of any payment previously received by a Beneficiary and applied to any Obligation must be rescinded or returned by the Beneficiary for any reason whatsoever (including the insolvency, bankruptcy or reorganization of the Borrower or the other Obligors), such Obligation shall, for the purpose of this Guarantee, to the extent that such payment must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Beneficiary, and this Guarantee shall continue to be effective or be reinstated, as the case may be, as to such Obligation as though such application by the Beneficiary had not been made.

ARTICLE 5
DEMAND FOR PAYMENT, EXPENSES AND INTEREST

5.1 Demand for Payment

The Beneficiaries shall be entitled to make demand upon the Guarantor at any time after the occurrence of an Event of Default that is continuing and upon any such demand the Beneficiaries may treat all Obligations as due and payable and may forthwith collect from the Guarantor all Obligations. The Guarantor shall make payment to or performance in favour of the Beneficiaries of all Obligations forthwith after demand therefor is made upon the Guarantor by the Beneficiaries as aforesaid.

5.2 Stay of Acceleration

If acceleration of the time for payment of any amount payable by any of the Obligors in respect of the Obligations is stayed upon the insolvency, bankruptcy, arrangement or reorganization of any of the Obligors or any moratorium affecting the payment of the Obligations, all such amounts that would otherwise be subject to acceleration shall nonetheless be payable by the Guarantor hereunder forthwith on demand by the Beneficiaries.

5.3 Expenses

The Guarantor shall pay to the Beneficiaries all reasonable out of pocket costs and expenses as provided in Section 13.1 of the Credit Agreement which shall include, without limitation, all of the Beneficiaries' reasonable legal fees and paraprofessional's fees.

5.4 Interest

Any payment obligation comprised in the Obligations guaranteed hereunder which is not paid when due hereunder shall bear interest, to the extent not already included in the Obligations, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment at the rate or rates provided in the relevant Document for such Obligations or, in the event no such rate is provided for therein, at a rate per annum that is equal to the Default Rate. Any other amounts payable pursuant hereto, including pursuant to Section 5.3, which are not paid when due hereunder shall bear interest, both before and after default or judgment, from the date of demand pursuant to Section 5.1 to the date of payment or reimbursement thereof by the Guarantor at a rate per annum that is equal to the Default Rate. All such interest shall accrue daily and shall be payable by the Guarantor on demand by the Beneficiaries.

ARTICLE 6
SUBROGATION

6.1 Subrogation

- (a) Until all the Obligations have been irrevocably paid in full in cash, the Guarantor shall have no right of subrogation to, and waives to the fullest extent permitted by

applicable law, any right to enforce any remedy which the Beneficiaries now have or may hereafter have against any of the Obligors in respect of the Obligations, and until such time the Guarantor waives any benefit of, and any right to participate in, any security, now or hereafter held by the Beneficiaries for the Obligations.

- (b) If (i) the Guarantor performs or makes payment to the Beneficiaries of all amounts owing by the Guarantor under this Guarantee, and (ii) the Obligations are performed and irrevocably paid in full then the Beneficiaries will, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents, without recourse and without representation and warranty, necessary to evidence the transfer by subrogation to the Guarantor of the Beneficiaries' interest in the Obligations and any security held therefor resulting from such performance or payment by the Guarantor.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES; COVENANTS

7.1 Representations and Warranties

The Guarantor represents and warrants as follows to each of the Beneficiaries and acknowledges and confirms that each of the Beneficiaries is relying upon such representations and warranties:

- (a) Status and Authority

It is a [**corporation duly incorporated and**] OR [**INSERT OTHER APPROPRIATE DESCRIPTION, AS APPLICABLE**] existing under the laws of [•] and has all authority, capacity and powers and all material Governmental Authorizations required to carry on its business as now conducted.

- (b) Valid Authorization

The execution, delivery and performance by the Guarantor of this Guarantee and each of the Documents to which it is a party (i) is within the Guarantor's authority, capacity and power, (ii) has been duly authorized by all necessary [**corporate**] OR [**INSERT OTHER APPROPRIATE DESCRIPTION, AS APPLICABLE**] and other action, (iii) requires no Governmental Authorization or action by or in respect of, or filing with, any Governmental Authority, and (iv) does not contravene or constitute a default under its constituting or other organizational documents, any provision of applicable law, or any agreement or any judgment, injunction, order, decree or other instrument binding upon the Guarantor or result in the creation or imposition of any Security Interest on any asset of the Guarantor or any of its Subsidiaries (other than pursuant to the Security).

- (c) Enforceability of Documents

This Guarantee and each of the other Documents to which the Guarantor is a party constitute valid and legally binding obligations of the Guarantor, enforceable against the Guarantor in accordance with their respective terms subject to applicable bankruptcy, insolvency and

other laws of general application limiting the enforceability of creditors' rights and to the fact that equitable remedies are only available in the discretion of the court.

7.2 Effective Time of Repetition

All representations and warranties, when repeated or deemed to be repeated hereunder, shall be construed with reference to the facts and circumstances existing at the time of repetition, unless they are stated herein to be made as at the date hereof.

7.3 Nature of Representations and Warranties

The representations and warranties set out in this Guarantee or deemed to be made pursuant hereto shall survive the execution and delivery of this Guarantee notwithstanding any investigations or examinations which may be made by the Beneficiaries or the Beneficiaries' Counsel. Such representations and warranties shall survive until this Guarantee has been terminated.

7.4 Covenants Contained in the Credit Agreement and Other Documents

The Guarantor hereby covenants and agrees with the Beneficiaries that the Guarantor shall observe, perform and comply with any and all of the covenants of the Obligors contained in the Credit Agreement or other Documents to the extent such covenants relate to the Guarantor.

7.5 Keepwell

To the extent the Guarantor is a Qualified ECP Guarantor, it hereby absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by any Material Subsidiary of the Borrower (other than the Guarantor) (that provides a guarantee or indemnity to the Beneficiaries) to honour all of its obligations under its Guarantee in respect of Swap Obligations (provided, however, that the Guarantor shall only be liable under this Section for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section, or otherwise under this Guarantee, voidable under Applicable Law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of the Guarantor under this Section shall remain in full force and effect until discharged in accordance with the provisions of this Guarantee. The Guarantor intends that this Section constitute, and this Section shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of the Borrower and the other Loan Parties (other than the Guarantor) (that provides a guarantee or indemnity to the Beneficiaries) for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

ARTICLE 8 **POSTPONEMENT**

8.1 Postponement

Upon the occurrence and during the continuance of an Event of Default, all debts, liabilities and obligations, present and future of the Obligors to or in favour of the Guarantor shall be and are hereby postponed and subordinated to the prior payment and performance in full of the Obligations. All money received by the Guarantor in respect of such debts, liabilities and obligations after the occurrence of an Event of Default that is continuing shall be received and held in trust for the benefit of the Beneficiaries and upon demand hereunder shall be forthwith paid over to the Beneficiaries, the whole without in any way lessening or limiting the liability and obligations of the Guarantor hereunder and this postponement is independent of the Guarantee and shall remain in full force and effect until payment and performance in full of the Obligations and all obligations of the Guarantor under this Guarantee.

ARTICLE 9 **GENERAL**

9.1 Waiver of Notices

The Guarantor hereby waives promptness, diligence, presentment, notice of acceptance and any other notice with respect to this Guarantee and the Obligations guaranteed hereunder, except for the demand pursuant to Section 5.1.

9.2 Benefit of the Guarantee

This Guarantee shall enure to the benefit of the respective successors and permitted assigns of the Beneficiaries and be binding upon the successors and permitted assigns of the Guarantor.

9.3 Foreign Currency Obligations

The Guarantor shall make payment relative to each Obligation in the currency (the “**original currency**”) in which the applicable Obligor is required to pay such Obligation. If the Guarantor makes payment relative to any Obligation to the Beneficiaries in a currency (the “**other currency**”) other than the original currency (whether voluntarily or pursuant to an order or judgment of a court or tribunal of any jurisdiction), such payment shall constitute a discharge of the liability of the Guarantor hereunder in respect of such Obligation only to the extent of the amount of the original currency which the Beneficiaries are able to purchase with the amount of other currency they receive on the date of receipt in accordance with normal practice. If the amount of the original currency which the Beneficiaries are able to purchase is less than the amount of such currency originally due in respect of the relevant Obligation, the Guarantor shall indemnify and save the Beneficiaries harmless from and against any loss or damage arising as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations contained in this Guarantee, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Beneficiaries and shall continue in full force

and effect notwithstanding any judgment or order in respect of any amount due hereunder or under any judgment or order. A certificate of a Beneficiary as to any such loss or damage shall constitute *prima facie* evidence thereof, in the absence of manifest error.

9.4 Taxes and Set-off by Guarantor

The provisions of Section 7.5 of the Credit Agreement shall apply to all payments made under this Guarantee, *mutatis mutandis*.

9.5 No Waiver; Remedies

No failure on the part of the Beneficiaries to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

9.6 Severability

If any provision of this Guarantee is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

9.7 Amendments and Waivers

Any provision of this Guarantee may be amended, waived or a consent given in respect thereof with the concurrence of the Guarantor and the Agent on behalf of the Beneficiaries. Any waiver and any consent by the Agent on behalf of the Beneficiaries under any provision of this Guarantee must be in writing signed by the Agent and may be given subject to any conditions thought fit by the Agent. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

9.8 Additional Security

This Guarantee is in addition and without prejudice to any security of any kind (including, without limitation, other guarantees and indemnities) now or hereafter held by the Beneficiaries and any other rights or remedies they might have.

9.9 Notices

The provisions of Section 15.3 of the Credit Agreement shall apply to any demand, notice or other communication to be given in connection with this Guarantee, *mutatis mutandis*.

9.10 Assignment

The rights of the Beneficiaries under this Guarantee may be assigned by the Beneficiaries in accordance with the provisions of the Credit Agreement and without the consent of the

Obligors or the Guarantor after the occurrence of an Event of Default that is continuing and, at all other times, with the prior written consent of the Guarantor (such consent not to be unreasonably withheld). The Guarantor may not assign its obligations under this Guarantee without the prior written consent of the Agent on behalf of the Beneficiaries.

9.11 Time of Essence

Time is of the essence with respect to this Guarantee and the time for performance of the obligations of the Guarantor under this Guarantee may be strictly enforced by the Beneficiaries.

9.12 Electronic Signature

The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to any document to be signed in connection with this Guarantee shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act*, 2000 (Ontario), the *Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

9.13 Financial Condition of the Obligors

The Guarantor is fully aware of the financial condition of each of the Obligors and acknowledges that it shall receive a benefit from the Obligors entering into the Documents to which the Obligors are a party. The Guarantor assumes all responsibility for being and keeping itself informed of the Obligors’ financial condition and assets, and of all other circumstances bearing upon the risk of non-payment or non-performance of the Obligations and the nature, scope and extent of the risks which the Guarantor assumes and incurs hereunder, and agrees that the Beneficiaries shall not have a duty to advise the Guarantor of information known to any of them regarding such circumstances or risks.

9.14 Acknowledgement of Documentation

The Guarantor hereby acknowledges receipt of a true and complete copy of the other Documents and all of the terms and conditions thereof.

9.15 Entire Agreement

This Guarantee and the other Documents to which the Guarantor is a party constitute the entire agreement between the Beneficiaries and the Guarantor with respect to the subject matter hereof and cancel and supersede any prior understandings and agreements between such parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between such parties other than as expressly set forth herein or therein.

9.16 Governing Law

This Guarantee shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

9.17 Attornment

The Guarantor and each of the Beneficiaries hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta in regard to legal proceedings relating to this Guarantee. For the purpose of all such legal proceedings, the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Guarantee. Notwithstanding the foregoing, nothing in this Section shall be construed nor operate to limit the right of the Guarantor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

[THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Guarantor has executed this Guarantee as of the date first written above.

• **[INSERT NAME OF RELEVANT MATERIAL
SUBSIDIARY]**

Per:

Name:

Title:

Per:

Name:

Title

SCHEDULE H-6

FIXED AND FLOATING CHARGE DEMAND DEBENTURE

(● [INSERT NAME OF RELEVANT MATERIAL SUBSIDIARY])

Principal Sum: \$700,000,000 Canadian Dollars

Interest Rate: [Rate redacted]% per annum

Date: ●, 20●

ARTICLE 1 PROMISE TO PAY

Promise to Pay

1.1 For value received, the undersigned (the “**Debtor**”) hereby acknowledges itself indebted and promises to pay ON DEMAND to or to the order of The Toronto-Dominion Bank in its capacity as agent (in such capacity, the “**Agent**”) for and on behalf of (a) The Toronto-Dominion Bank and such other financial institutions as are and as may become lenders from time to time (collectively, the “**Lenders**” and, individually, a “**Lender**”) under the amended and restated credit agreement originally made as of March 26, 2024 and amended and restated as of June 11, 2025 between K-Bro Linen Systems Inc., as borrower, the Lenders and the Agent (as the same may be further amended, modified, supplemented or restated from time to time, the “**Credit Agreement**”), (b) all Hedging Affiliates (as defined in the Credit Agreement) of each Lender and (c) all Bank Product Providers (as defined in the Credit Agreement), for the benefit of the Agent, the Lenders, such Hedging Affiliates and Bank Product Providers (collectively, the “**Beneficiaries**”), the Principal Sum stipulated above at the Agent’s offices at TD Bank Tower, 66 Wellington Street West, [Contact information redacted], Toronto, Ontario, M5K 1A2 or at such other place as the Agent may designate by notice in writing to the Debtor, and to pay interest thereon from the date hereof at the rate per annum herein stipulated in like money at the same place monthly on the last day of each month; and, if the Debtor should at any time make default in the payment of any principal or interest, to pay interest on the amount in default both before and after demand, default and judgment at the same rate in lawful money of Canada at the same place.

The Agent, on behalf of the Beneficiaries, is the person entitled to receive the principal of and interest on this debenture (this “**Debenture**”) and all other amounts payable hereunder.

ARTICLE 2 CHARGE

Charge

2.1 As security for the due payment of the Principal Sum, interest and all other money payable hereunder and all other obligations hereunder (collectively, the “**Obligations**”), the Debtor hereby:

- (a) grants, assigns, mortgages and charges, as and by way of a fixed and specific mortgage, assignment and charge to and in favour of the Agent and its successors

and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns:

- (i) all of the right, title, interest and estate of the Debtor (both present and future) in and to the property and interests (including, without limitation, leasehold interests) described in Schedule “A” attached hereto (the “**Lands**”); all buildings, erections, structures, improvements, equipment, surface rights and fixtures now or hereafter constructed or placed in, under or upon the Lands (collectively, the “**Facilities**”), including, without limitation, the Facilities described in Schedule “A” attached hereto or otherwise associated with the Lands; all easements, rights-of-way, licences and privileges appurtenant or appertaining to the Lands; and all interests in any of the foregoing and all benefits and rights to be derived by the Debtor in respect thereof; and
 - (ii) all of the right, title and interest of the Debtor (both present and future) in, to and under the agreements, instruments and other documents described in Schedule “A” attached hereto or otherwise to the extent associated with the Lands, all as the same may be amended, modified, supplemented or restated from time to time; and
- (b) grants a security interest to and in favor of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, in all of the present and after-acquired personal property of the Debtor, including, without limitation, all trade-marks, inventions, processes, patents and patent rights, materials, supplies, inventories, motor vehicles, trucks, trailers, machinery, implements, goods and apparatus of every kind, furniture, rent, revenues, income, money, rights, powers and privileges and all such property which the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter, which security interest is intended to attach as soon as permitted by applicable law; and
- (c) charges, as and by way of a first floating charge to and in favour of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, all of the undertaking, property and assets of the Debtor, both present and future, of every nature and kind and wherever situate (other than such property and assets as are effectively and validly subject to the security interest granted in Sections 2.1(a) and 2.1(b) of this Debenture) including, without limitation, all of its present and future real property, franchises, unpaid capital and all such property which the Debtor now has, may be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter and any and all proceeds of any of the foregoing; and
- (d) grants a security interest to and in favor of the Agent and its successors and assigns, for the benefit of the Beneficiaries and their respective successors and permitted assigns, in any proceeds of the foregoing.

In this Debenture, the security interests, mortgages, assignments and charges created and provided for are collectively called the “**Charge**” and the subject matter of the Charge is called the “**Charged Premises**”.

Attachment

2.2 The Debtor acknowledges that the parties hereto intend the security interest in and to the Charged Premises to attach immediately upon the execution of this Debenture, except in the case of Charged Premises in which the Debtor subsequently acquires rights, in which case the security interest shall attach contemporaneously with the Debtor acquiring rights therein, without the need for any further or other deed, act or consideration. The security interest shall be effective and shall attach as of the date of execution hereof whether the monies hereby secured or any part thereof shall become owing by the Debtor before or after or upon the date of execution of this Debenture. The Debtor acknowledges conclusively that value has been given, and it has not agreed to postpone the time of attachment of the Charge.

Dealings in the Ordinary Course

2.3 Subject to Section 3.1 hereof and the Credit Agreement and until the Charge becomes enforceable pursuant to the terms of the Credit Agreement, (a) the Debtor may dispose of or deal with the Charged Premises subjected to the Charge created under Section 2.1 in the ordinary course of business or as otherwise permitted under the Credit Agreement and for the purpose of carrying on the same, so that purchasers thereof or parties dealing with the Debtor take title thereto free and clear of the Charge and (b) the Debtor may exercise rights with respect to the Charged Premises in the ordinary course of business and for the purpose of carrying on the same.

Last Day

2.4 The Charge shall not extend or apply to the last day of the term of any lease, agreement to lease or sublease but upon the enforcement of the Charge the Debtor shall stand possessed of such last day in trust for the Agent to assign the same to any person acquiring such term in the course of enforcement of the Charge.

Exception for Certain Contractual Rights

2.5 The Charge does not and shall not extend to, and the Charged Premises shall not include, any agreement (including any lease, agreement to lease, sublease or other agreement granting a right of possession or occupation), right, franchise, licence or permit (the “**Contractual Rights**”) to which the Debtor is a party or of which the Debtor has the benefit, to the extent that the creation of the Charge herein requires the consent or approval of a third party or would constitute a breach of the terms of or permit any person to terminate the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Agent (unless such arrangement would require the consent or approval of a third party). The Debtor agrees that it shall, upon the request of the Agent, use all commercially reasonable efforts to obtain any consent or approval required to permit any Contractual Rights to be subjected to the Charge herein and, upon such consent or approval being obtained, the Charge shall thereafter extend to, and the Charged Premises shall thereafter include, the Contractual Rights in respect of which such consent or approval has been obtained.

Crystallization Against Real Property

2.6 In respect of real property (and interests therein) subject to the floating charge created by Section 2.1, such floating charge shall, subject to Section 2.4 and Section 2.5, become a fixed charge against such property and interests upon the earlier of (a) the Charge becoming enforceable in accordance with Section 4.1 and the Agent giving written notice to the Debtor that the indebtedness secured thereby is forthwith due and payable and that the floating charge has become a fixed charge on the real property and interests therein charged thereby and (b) the occurrence of any other event which by operation of law would result in the floating charge becoming a fixed charge on the real property and interests therein of the Debtor charged thereby.

ARTICLE 3 NEGATIVE PLEDGE

Negative Pledge

3.1 Except as has otherwise been agreed in writing with the Agent and the Lenders or as expressly permitted by the Credit Agreement or any other Document (as defined in the Credit Agreement), the Debtor shall not create, assume, have outstanding or permit to exist, except in favour of the Agent, any mortgage, charge, pledge, lien, assignment by way of security, security interest or other encumbrance on any part of the Charged Premises.

ARTICLE 4 DEFAULT AND REMEDIES

Default

4.1 Upon the occurrence and continuance of an Event of Default under the Credit Agreement, the Charge shall immediately become enforceable.

Remedies

4.2 (1) Whenever the Charge has become enforceable, the Agent may realize upon the Charged Premises and shall have the following rights and remedies, which rights and remedies may be exercised from time to time separately or in combination and are in addition to and not in substitution for any other rights or remedies the Beneficiaries may have:

- (a) the Agent may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the “**Receiver**”) of the Charged Premises and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Charged Premises or any part thereof; and the term “Agent” when used in this Section 4.2 shall include any Receiver so appointed and the agents, officers and employees of such Receiver;
- (b) the Agent may take possession of the Charged Premises and require the Debtor to make the Charged Premises available to the Agent;
- (c) the Agent may take such steps as it considers desirable to maintain, preserve or protect the Charged Premises;

- (d) the Agent may carry on or concur in the carrying on of all or any part of the business of the Debtor relating to the Charged Premises;
 - (e) the Agent may enforce any rights of the Debtor in respect of the Charged Premises by any manner permitted by law;
 - (f) the Agent may sell, lease or otherwise dispose of the Charged Premises at public auction, by private tender or by private sale either for cash or upon credit upon such terms and conditions as the Agent may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Charged Premises or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any Vice President or Director of the Agent being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Charged Premises by, from, through or under the Debtor;
 - (g) the Agent may accept the Charged Premises in satisfaction or partial satisfaction of the Charge upon notice to the Debtor of its intention to do so in the manner required by law;
 - (h) the Agent may borrow money on the security of the Charged Premises for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Charged Premises in priority to the Charge;
 - (i) the Agent may perform any obligation, covenant or provision under the Credit Agreement and the entire costs thereof are a charge on the Charged Premises and shall be added to the amounts due hereunder and shall be secured by the Charge; and
 - (j) the Agent may exercise any other right or remedy permitted by law or equity, including, without limitation, all rights and remedies of a secured party under the *Personal Property Security Act* (Alberta) or any similar personal property legislation of any jurisdiction in which any of the Charged Premises is located or which, by the operation thereof, governs or is deemed to govern the Charged Premises.
- (2) The Debtor further agrees with the Agent that:
- (a) the Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, sell or obtain payment of the Charged Premises and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment of the Charged Premises or for the purpose of preserving any rights of the Beneficiaries, the Debtor or any other person, firm or corporation in respect of the Charged Premises;
 - (b) the Agent or the Beneficiaries may grant extensions of time, take, abstain from taking and perfecting and give up securities, accept compositions, grant releases and

discharges, release any part of the Charged Premises and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Charged Premises and other securities as the Agent may see fit without prejudice to the liability of the Debtor to the Beneficiaries or the Beneficiaries' rights hereunder;

- (c) to facilitate the realization of the Charged Premises, the Agent may, subject to Applicable Law (as defined in the Credit Agreement), enter upon, occupy and use all or any of the premises, buildings and plant comprising the Charged Premises and use all or any of the equipment and other personal property of the Debtor for such time as the Agent requires to facilitate such realization, free of charge (as between the Debtor and the Agent), and the Beneficiaries shall not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges or depreciation in connection with such actions;
 - (d) the Agent may charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge;
 - (e) the Agent may discharge any claim, lien, mortgage, charge, security interest, encumbrance or any rights of others that may exist or be threatened against the Charged Premises, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith shall be added to the amounts due hereunder and shall be secured by the Charge; and
 - (f) any proceeds of realization of the Charged Premises may be applied by the Agent to the payment of expenses in connection with the preservation and realization of the Charged Premises as above described and any balance of such proceeds shall be applied by the Agent to payment of any amount owing by the Debtor to the Agent in accordance with the Credit Agreement; if there is any surplus remaining, it may be paid to any person having a claim thereto in priority to the Debtor of whom the Agent has knowledge and may be applied or retained as reserves against potential claims that the Agent or the Receiver in good faith believes should be maintained and the balance remaining, if any, shall (subject to Applicable Law) be paid to the Debtor.
- (3) Any Receiver shall be entitled to exercise all rights and powers of the Agent hereunder. To the extent permitted by law, any Receiver shall for all purposes be deemed to be the agent of the Debtor and not of the Agent and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.
- (4) The Debtor hereby irrevocably appoints the Agent attorney on its behalf to sell or transfer the Charged Premises, to deal with the real property forming part of the Charged

Premises and to execute all instruments, and do all acts, matters and things that may be necessary for carrying out the powers hereby given and for the recovery of all rents and sums of money that may become or are now due or owing to the Debtor in respect of the Charged Premises and for the enforcement of all contracts, covenants or conditions binding on any lessee or occupier of the Charged Premises or on any person in respect of it and this appointment shall take effect if the Charge has become enforceable.

ARTICLE 5 GENERAL

Expenses

5.1 The Debtor shall pay to the Agent forthwith on demand all reasonable costs, charges and expenses, including all reasonable legal fees on a solicitor and client basis, incurred by the Agent in connection with the recovery or enforcement of payment of any moneys owing hereunder whether by realization or otherwise. All such sums, together with interest thereon at the rate set forth in this Debenture, shall be added to the amount payable hereunder and shall be secured by the Charge.

Pledge of Debenture

5.2 This Debenture may be pledged by the Debtor as security for its indebtedness and liabilities. While this Debenture is so pledged, no payment by the Debtor of the whole or any part of any indebtedness secured by this Debenture shall reduce the amount owing under this Debenture unless specifically appropriated to and noted on this Debenture by the Agent at the time of payment.

Not Negotiable

5.3 This Debenture is not a negotiable instrument and the rights created hereunder which are exercisable by any holder hereof other than the Agent are no greater than the rights of the Agent, and any holder hereof is subject to the same obligations, duties, liabilities and defences as the Agent would have been subject to.

No Waiver, Remedies

5.4 No failure on the part of the Beneficiaries or the Agent on their behalf to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

Notices

5.5 Any demand, notice or communication to be made or given hereunder shall be in writing and may be made or given in such manner as is set forth in the Credit Agreement. The address for the service for the Agent is TD Bank Tower, 66 Wellington Street West, [*Contact information redacted*], Toronto, Ontario, M5K 1A2 with a copy to Commercial National Accounts, [*Contact information redacted*], 421-7th Avenue S.W., Calgary, AB, T2P 4K9, and the address for service for the Debtor is 14903 137 Ave N.W., Edmonton, AB, T5V 1R9.

Additional Security

5.6 This Debenture and the Charge shall be and shall be deemed to have been given in addition to and not in place of any other security now or hereafter held or acquired by the Beneficiaries.

Headings; References to Debenture

5.7 The division of this Debenture into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Debenture. The terms “this Debenture”, “hereof”, “hereunder” and similar expressions refer to this Debenture and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Debenture.

Number; Gender; Persons

5.8 In this Debenture words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders and words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations.

Governing Law

5.9 This Debenture shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

Attornment

5.10 The Debtor hereby attorns and submits to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or the Beneficiaries to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

Benefit of the Debenture

5.11 This Debenture shall be binding upon the successors and permitted assigns of the Debtor (including, without limitation, any corporation or other person resulting from an amalgamation or other reorganization with the Debtor) except that the Debtor may not assign its obligations under this Debenture without the prior written consent of the Agent. This Debenture shall benefit the successors and permitted assigns of the Beneficiaries.

Time of the Essence

5.12 Time shall be of the essence with regard to this Debenture.

Discharge

5.13 The Debtor shall not be discharged from the Charge, this Debenture or any of its obligations hereunder except in accordance with Section 10.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

Waiver of Financing Statement, Etc.

5.14 The Debtor hereby waives the right to receive from the Agent or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture.

No Merger

5.15 No item or part of this Debenture shall be merged or be deemed to have been merged in or by any documents, instruments or acknowledgements delivered in connection with this Debenture or the Credit Agreement, or any simple contract debt or any judgment, and any realization of or steps taken under or pursuant to any security, instrument or agreement shall be independent of and not create a merger with any other right available to the Beneficiaries under any security, instruments or agreements held by it or at law or in equity. No obligation of the Debtor hereunder shall merge in any judgment relating to any such obligation.

Saskatchewan Waiver

5.16 The Debtor, if a body corporate hereby agrees that:

- (1) The *Land Contracts (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this Debenture; and
- (2) The *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:
 - (a) this Debenture;
 - (b) any mortgage, charge or other security for the payment of money made, given or created by this Debenture;
 - (c) any agreement or instrument renewing or extending or collateral to this Debenture or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in sub-division (b) of this sub-paragraph; or
 - (d) the rights, powers, remedies of the Agent under this Debenture or under any mortgage, charge, other security, agreement or instrument referred to or mentioned in sub-division (b) or sub-division (c) of this sub-paragraph.

Expropriation

5.17 The Debtor hereby waives the provisions of sections 49 and 52 of the *Expropriation Act* (Alberta) and any legislation enacted in place thereof.

Insurance Act Waiver

5.18 In the event that the Agent elects to apply any proceeds of insurance to the payment of the obligations secured, the Debtor hereby irrevocably waives the rights, benefits and provisions of any and all statutory provisions which may require that proceeds of insurance be used to restore or rebuild the improvements, including, without limitation, the *Fires Prevention (Metropolis) Act, 1774* and the *Insurance Act* (Alberta) and any legislation in substitution therefor.

Alberta Statutory Covenants

5.19 The Debtor hereby covenant and agree that:

- (a) it is the registered and beneficial owner of the Charged Premises;
- (b) except to the extent that a consent or approval is required as contemplated in Section 2.6, it has the right to mortgage its interest in the Charged Premises;
- (c) when the Charge becomes enforceable, the Agent shall have quiet possession of its interest in the Charged Premises, free from all encumbrances except for the Permitted Encumbrances (as defined in the Credit Agreement);
- (d) it will execute such further assurances of its interest in the Charged Premises as may be requisite; and
- (e) it has done no act to encumber its interest in the Charged Premises except for the Permitted Encumbrances.

Alberta Charge

5.20 For the better securing to the Agent (as mortgagee hereunder) the repayment in the manner aforesaid of the Principal Sum and interest and other obligations secured hereby, the Debtor (as mortgagor hereunder) DOES HEREBY mortgage to the Agent all of its estate and interest in the Charged Premises.

Electronic Signature

5.21 The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to any document to be signed in connection with this Debenture shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), the

Electronic Transactions Act (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

Conflict of Terms; Entire Agreement

5.22 This Debenture has been entered into as collateral security for all of the Debtor's Obligations, Lender Financial Instrument Obligations (as defined in the Credit Agreement) and Bank Product Obligations (as defined in the Credit Agreement) and is subject to all the terms and conditions of the Credit Agreement, the Bank Products (as defined in the Credit Agreement) and the Lender Financial Instruments (as defined in the Credit Agreement). If there is any conflict or inconsistency between the provisions of this Debenture and the provisions of the Credit Agreement, the Bank Products or the Lender Financial Instruments, the rights and obligations of the Debtor, the Agent and the other Beneficiaries shall be governed by the provisions of the Credit Agreement, the Bank Products and the Lender Financial Instruments (as applicable). This Debenture together with the Credit Agreement, the Lender Financial Instruments, the Bank Product documentation and all other Documents constitute the entire agreement between the Debtor, the Agent and the other Beneficiaries with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

Amendment and Restatement

5.23 [Effective as of the date hereof and upon execution of this Debenture by the Debtor, the fixed and floating charge demand debenture dated • granted by the Debtor in favour of the Agent for and on behalf of the Beneficiaries (as amended to the date hereof, the "Existing Debenture") is hereby amended and restated in the form of this Debenture and all of the covenants on the part of the Debtor under the Existing Debenture and all of the claims and causes of action arising against the Debtor in connection therewith or pursuant to the Existing Debenture, in respect of all matters, events, circumstances and obligations arising or existing prior to the date hereof shall continue, survive and shall not be merged in the execution of this Debenture.] [Note: Insert Section 5.23, with appropriate conforming changes, for an amended and restated debenture.]

References to Debtor

5.24 [All references in this Debenture to covenants of, actions and steps by, or the performance of the terms and conditions hereof by the "Debtor" shall, as the context requires, be and shall be construed as being by the partners of • on behalf of and in respect of such partnership.] [Note: Insert Section 5.24, with appropriate conforming changes, for a debenture from a general partnership; insert similar provisions, with additional conforming changes, for a debenture from a limited partnership, trust or other unincorporated entity.]

[REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the Debtor has executed this Debenture as of the date first written above.

• **[INSERT NAME OF RELEVANT MATERIAL
SUBSIDIARY]**

By: _____
Name:
Title:

By: _____
Name:
Title:

Schedule “A”

[NIL] or [Insert applicable legal description(s)]

SCHEDULE H-7

THIS DEBENTURE PLEDGE AGREEMENT made as of ●, 20●;
(● [INSERT NAME OF PARENT OR RELEVANT MATERIAL SUBSIDIARY])

Description of Fixed and Floating Charge Demand Debenture

Principal Sum: \$700,000,000 Canadian Dollars
Interest Rate: [Rate redacted] % per annum
Date: ●, 20●

WHEREAS:

A. The Toronto-Dominion Bank and certain other lenders (collectively, the “**Lenders**”) and The Toronto-Dominion Bank in its capacity as agent on behalf of the Lenders (in that capacity, the “**Agent**”) have entered into an amended and restated credit agreement with K-Bro Linen Systems Inc. (the “**Borrower**”), as borrower, originally made as of March 26, 2024 and amended and restated as of June 11, 2025 (as further amended, modified, supplemented or restated from time to time, the “**Credit Agreement**”) pursuant to which the Lenders have agreed to make certain credit facilities available to the Borrower;

B. ● [INSERT NAME OF PARENT OR RELEVANT MATERIAL SUBSIDIARY] (the “**Debtor**”) is a Subsidiary of the Borrower and has executed and delivered to the Agent and the Lenders a guarantee made as of ●, 20● (as amended, modified, supplemented or restated from time to time, the “**Guarantee**”) wherein, *inter alia*, the Debtor has guaranteed all present and future Obligations (as defined therein);

C. In order to secure the payment and performance of all present and future Obligations (as hereinafter defined) of the Debtor to the Agent, the Lenders, the Bank Product Providers and the Hedging Affiliates (collectively, the “**Beneficiaries**”), the Debtor has created and issued to the Agent the debenture described above (as the same may hereafter be amended, modified, supplemented and restated from time to time, the “**Debenture**”);

D. The purpose of this Debenture Pledge Agreement is to set forth the terms and conditions upon which the Debenture is to be held by the Agent;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged by the Debtor, the Debtor hereby agrees and covenants with the Agent as follows:

1. The Debtor hereby grants a security interest in and deposits with and pledges to the Agent the Debenture to be held by the Agent as general and continuing collateral security for the payment and performance of all present and future (i) obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries under, pursuant or relating to the Credit Agreement, the Guarantee and such other Documents to which the Debtor is a party, (ii) Bank Product Obligations of or owing by the Debtor to any and all Lenders and Bank Product Providers and (iii) Lender Financial Instrument Obligations of or owing by

the Debtor to any and all Lenders and Hedging Affiliates, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again (collectively, the “**Obligations**”).

2. The Agent shall neither demand payment pursuant to the Debenture nor enforce the security constituted thereby unless the Agent shall be entitled to do so pursuant to the provisions of the Guarantee and the other Documents and any other agreements, instruments or documents establishing, creating or evidencing any Obligations (collectively, the “**Credit Documents**”), but thereafter the Agent may at any time exercise and enforce all of the rights and remedies of a holder of the Debenture as if the Agent was the absolute owner thereof without notice to or control by the Debtor, and any such remedy may be exercised separately or in combination with, and shall be in addition to and not in substitution for, any other right or remedy of the Agent and the other Beneficiaries however created, provided that the Agent shall not be bound to exercise any such right or remedy.

3. Subject to the requirements of applicable law, the Agent shall not be bound under any circumstances to realize upon or under the Debenture and shall not be responsible to the Debtor for any loss occasioned by any sale or other dealing with the Debenture or the Charged Premises (as defined in the Debenture) or by the retention of or failure to sell or otherwise deal with the same.

4. The proceeds of or any other amount received pursuant to the Debenture shall be applied by the Agent on account of the Obligations in such order as set out in the Credit Agreement without prejudice to the Agent’s or the Beneficiaries’ claim upon the Debtor for any deficiency. Subject to the requirements of applicable law, any surplus realized by the Agent in excess of the Obligations shall be paid over to the Debtor.

5. Subject to paragraph 2 hereof, the Agent shall not be obliged to exhaust its recourse against the Debtor, any other person or persons, or any other security it may hold with respect to the Obligations before realizing upon, under, or otherwise dealing with the Debenture in such manner as the Agent sees fit. The Agent and the other Beneficiaries may grant extensions of time or other indulgences, take and give up securities, accept compositions, grant releases and discharges and otherwise deal with the Debtor and with other parties, sureties or securities as they may see fit, without prejudice to the liability of the Debtor or the Agent’s or the other Beneficiaries’ rights in respect of the Debenture.

6. Notwithstanding the stated interest rate per annum in the Debenture, payment to the Beneficiaries or, in the case of Obligations payable pursuant to the Credit Agreement, the Agent for the account of the Lenders, of the relevant interest, fees and other amounts owing under the Credit Documents for any period in respect of the Obligations at the current rate at which the Obligations bear interest for such period pursuant to the Credit Documents shall be deemed to be payment in satisfaction of the interest payment for the same period under the Debenture.

7. The Debenture shall not operate by way of merger of any of the Obligations and no judgment recovered by the Agent or the other Beneficiaries shall operate by way of merger of or in any way affect the security of the Debenture which is in addition to and not in substitution for

any other security now or hereafter held by the Agent or the other Beneficiaries with respect to the Obligations.

8. Notwithstanding the form and terms of the Debenture and the provisions of this Debenture Pledge Agreement, (a) the Agent shall not claim or realize an amount under or in respect of the Debenture in excess of the aggregate Obligations, from time to time, of the Debtor to the Agent and the other Beneficiaries and (b) the provisions of this Debenture Pledge Agreement and the Debenture, in particular, but without limitation, Sections 2.2 and 3.1 of the Debenture, are subject to the provisions of the Guarantee and the Credit Agreement relating to the subject matter thereof. If there are any express conflicts or inconsistencies between the terms of the Guarantee and the Credit Agreement and the Debenture or this Debenture Pledge Agreement, then the terms of the Guarantee and the Credit Agreement (as applicable) shall govern in all respects to the extent necessary to eliminate such express conflicts or inconsistencies.

9. Upon payment and satisfaction in full of the Obligations and cancellation in full of the credit facilities established under the Credit Agreement when none of the Beneficiaries has other credit facilities in favour of or any obligation to provide credit to the Debtor or any other Loan Party, the Agent shall, at the request of the Debtor, deliver up the Debenture to the Debtor and shall, at the request and expense of the Debtor, execute and deliver to the Debtor releases, discharges and such other instruments as shall be required to effectively discharge the Charge (as defined in the Debenture).

10. Time shall be of the essence with regard to this Debenture Pledge Agreement.

11. Capitalized terms used herein without express definition shall have the same meanings ascribed thereto as are set forth in the Guarantee and the Credit Agreement, as applicable.

12. This Debenture Pledge Agreement shall enure to the benefit of and be binding upon the Debtor, the Agent and the other Beneficiaries and their respective successors and permitted assigns. The Debtor may not assign its obligations under this Debenture Pledge Agreement without the prior written consent of the Agent.

13. The words "execution", "execute", "signed", "signature", and words of like import in or related to any document to be signed in connection with this Debenture Pledge Agreement shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act*, 2000 (Ontario), the *Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

14. The parties hereto each hereby attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Debenture Pledge Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action arising under this Debenture Pledge Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of either party hereto to commence any action relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action or matter relating hereto.

15. This Debenture Pledge Agreement shall be governed by and construed in accordance with the laws in force in the Province of Alberta.

16. The Debtor hereby waives the right to receive from the Agent or the Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Debenture Pledge Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Debenture Pledge Agreement.

17. [Effective as of the date hereof and upon execution of this Debenture Pledge Agreement by the Debtor, the debenture pledge agreement dated March 26, 2024 granted by the Debtor in favour of the Agent for and on behalf of the Beneficiaries (as amended to the date hereof, the “Existing Debenture Pledge”) is hereby amended and restated in the form of this Debenture Pledge Agreement and all of the covenants on the part of the Debtor under the Existing Debenture Pledge and all of the claims and causes of action arising against the Debtor in connection therewith or pursuant to the Existing Debenture Pledge, in respect of all matters, events, circumstances and obligations arising or existing prior to the date hereof shall continue, survive and shall not be merged in the execution of this Debenture Pledge Agreement.] [Note: Insert Section 17, with appropriate conforming changes, for an amended and restated debenture pledge agreement.]

18. [All references in this Debenture Pledge Agreement to covenants of, actions and steps by, or the performance of the terms and conditions hereof by the “Debtor” shall, as the context requires, be and shall be construed as being by the partners of the Debtor on behalf of and in respect of the Debtor.] [Note: Insert Section 18, with appropriate conforming changes, for a Debenture Pledge Agreement with a general partnership; insert similar provisions, with additional conforming changes, for a Debenture Pledge Agreement with a limited partnership, trust or other unincorporated entity.]

[THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Debtor has executed this Debenture Pledge Agreement as of the date first above written.

**• [INSERT NAME OF PARENT OR
RELEVANT MATERIAL SUBSIDIARY]**

Per: _____
Name:
Title:

Per: _____
Name:
Title:

**ACCEPTED AS OF THE DATE FIRST
ABOVE WRITTEN BY:**

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

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE H-8

GENERAL SECURITY AGREEMENT

(● [INSERT NAME OF PARENT OR RELEVANT MATERIAL SUBSIDIARY])

THIS AGREEMENT made as of ●, 20●

B E T W E E N:

[INSERT NAME OF PARENT OR RELEVANT MATERIAL SUBSIDIARY], a [●] existing under the laws of [●] (hereinafter referred to as the “**Debtor**”)

- and -

THE TORONTO-DOMINION BANK, a Canadian chartered bank, in its capacity as agent of the Beneficiaries (hereinafter referred to as the “**Secured Party**”).

WHEREAS the Debtor has agreed to grant, as general and continuing security for the payment and performance of the Obligations (as hereinafter defined), the security interest and assignment, mortgage and charge granted herein;

AND WHEREAS the Lenders, the other Bank Product Providers and the Hedging Affiliates have appointed and authorized the Secured Party to act as their agent and attorney for the purpose of holding security granted by the Debtor;

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

ARTICLE 1 **INTERPRETATION**

1.1 **Definitions**

In this Agreement, including the recitals hereto, this Section and any schedules or attachments hereto, unless something in the subject matter or context is inconsistent therewith:

“**Agreement**” means this general security agreement, as amended, modified, supplemented or restated from time to time in accordance with the provisions hereof.

“**Beneficiaries**” means, collectively, the Lenders, the other Bank Product Providers, the Hedging Affiliates and the Secured Party; and “**Beneficiary**” means any of the Lenders, the Bank Product Providers, the Hedging Affiliates or the Secured Party.

“**Borrower**” means K-Bro Linen Systems Inc. and its successors and permitted assigns.

“**Charge**” means the security interests, assignments, mortgages and charges created hereunder.

“**Collateral**” has the meaning set out in Section 2.1.

“**Credit Agreement**” means the amended and restated credit agreement originally made as of March 26, 2024 and amended and restated as of June 11, 2025 between the Borrower, as borrower, The Toronto-Dominion Bank and such other financial institutions as are and as become parties thereto as lenders from time to time, and The Toronto-Dominion Bank, as agent of such lenders, relating to the establishment of certain credit facilities in favour of the Borrower, as the same may be further amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

“**Guarantee**” means the guarantee made as of [●, 20●] by the Debtor in favour of the Beneficiaries, as the same may be amended, modified, supplemented or restated from time to time in accordance with the provisions thereof.

“**Obligations**” means, collectively and at any time and from time to time, all present and future (a) obligations, liabilities and indebtedness (absolute or contingent, matured or otherwise) of the Debtor to the Beneficiaries under, pursuant or relating to the Credit Agreement, the Guarantee and such other Documents to which the Debtor is a party, (b) Bank Product Obligations of or owing by the Debtor to any and all Lenders and Bank Product Providers and (c) Lender Financial Instrument Obligations of or owing by the Debtor to any and all Lenders and Hedging Affiliates, in each case whether the same are from time to time reduced and thereafter increased or entirely extinguished and thereafter incurred again.

1.2 **Definitions used in the Credit Agreement**

Capitalized terms used herein without express definition shall, unless something in the subject matter or context is inconsistent therewith, have the same meanings as are ascribed to such terms in the Credit Agreement.

1.3 **Personal Property Security Act (Alberta) Definitions**

The terms “accessions”, “accounts”, “chattel paper”, “documents of title”, “goods”, “instruments”, “intangibles”, “inventory”, “investment property”, “money” and “proceeds” whenever used herein shall have the meanings given to those terms in the *Personal Property Security Act* (Alberta) (the “PPSA”), as now enacted or as the same may from time to time be amended, re-enacted or replaced.

1.4 **Headings and References**

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

agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, reference herein to Articles and Sections are to Articles and Sections of this Agreement.

1.5 Included Words

In this Agreement words importing the singular number only shall include the plural and vice versa, words importing any gender shall include all genders, words importing persons shall include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and words and terms denoting inclusiveness (such as “include” or “includes” or “including”), whether or not so stated, are not limited by their context or by the words or phrases which precede or succeed them.

1.6 Calculation of Interest

Whenever a rate of interest hereunder is calculated on the basis of a year (the “**deemed year**”) which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for the purposes of the *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

1.7 Schedules

Any schedule to this Agreement is incorporated by reference and shall be deemed to be part of this Agreement.

1.8 References to Debtor

[All references in this Agreement to representations and warranties by, covenants of, actions and steps by, or the performance of the terms and conditions hereof by the “Debtor” shall, as the context requires, be and shall be construed as being by the partners of the Debtor on behalf of and in respect of the Debtor.] [Note: Insert Section 1.8, with appropriate conforming changes, for an Agreement by a general partnership; insert similar provisions, with additional conforming changes, for an Agreement by a limited partnership, trust or other unincorporated entity.]

ARTICLE 2 GRANT OF SECURITY

2.1 Security

As general and continuing security for the payment and performance of the Obligations, the Debtor hereby grants to the Secured Party a security interest in all present and after-acquired personal property and all other present and future undertaking, assets and property, both real and personal of the Debtor (collectively, the “**Collateral**”), and as further general and continuing security for the payment and performance of the Obligations, the Debtor hereby assigns the Collateral to the Secured Party and mortgages and charges the Collateral to the Secured Party (with respect to Real Property, as and by way of a floating charge). Without limiting the generality of the foregoing, the Collateral shall include all right, title and interest that the Debtor now has, may

be possessed of, entitled to, or acquire, by way of amalgamation or otherwise, now or hereafter or may hereafter have in all property of the following kinds:

- (a) Accounts Receivable: all debts, accounts, accounts receivables, claims and choses in action which are now or which may hereafter become due, owing or accruing due to the Debtor (collectively, the “**Receivables**”);
- (b) Inventory: all inventory of whatever kind and wherever situated including, without limiting the generality of the foregoing, all goods held for sale or lease, or furnished or to be furnished under contracts for service, or that are work in progress, or that are raw materials used or consumed in the business of the Debtor (collectively, the “**Inventory**”);
- (c) Equipment: all goods, machinery, equipment, fixtures, furniture, plant, vehicles and other tangible personal property which are not Inventory, including, without limiting the generality of the foregoing, the tangible personal property described in any schedule hereto executed by both the Debtor and the Secured Party;
- (d) Chattel Paper: all chattel paper;
- (e) Documents of Title: all warehouse receipts, bills of lading and other documents of title, whether negotiable or not;
- (f) Investment Property and Instruments: all shares, stock, warrants, bonds, debentures, debenture stock and other investment property and all instruments (collectively, the “**Securities**”);
- (g) Intangibles: all intangibles not described in Section 2.1(a) including, without limiting the generality of the foregoing, all goodwill, patents, trademarks, copyrights and other industrial property;
- (h) Money: all coins or bills or other medium of exchange adopted for use as part of the currency of Canada or of any foreign government;
- (i) Books, Records, Etc.: all books, papers, accounts, invoices, documents and other records in any form evidencing or relating to any of the property described in Sections 2.1(a) to (h) inclusive, and all contracts, securities, instruments and other rights and benefits in respect thereof;
- (j) Substitutions, Etc.: all replacements of, substitutions for and increases, additions and accessions to any of the property described in Sections 2.1(a) to (i) inclusive; and
- (k) Proceeds: all proceeds of the property described in Sections 2.1(a) to (j) inclusive including, without limiting the generality of the foregoing, all personal property in any form or fixtures derived directly or indirectly from any dealing with such property or that indemnifies or compensates for the loss of or damage to such property;

provided that the Charge shall not: (i) extend, include or apply to the last day of the term of any lease, agreement to lease or sublease now held or hereafter acquired by the Debtor, but should the Secured Party enforce the said Charge, the Debtor shall thereafter stand possessed of such last day and shall hold it in trust to assign the same to any person acquiring such term in the course of the enforcement of the said Charge, (ii) render the Secured Party liable to observe or perform any term, covenant or condition of any agreement, document or instrument to which the Debtor is a party or by which it is bound or (iii) extend to, and the Collateral shall not include, any agreement (including any lease, agreement to lease, sublease or other agreement granting a right of possession or occupation), right, franchise, licence or permit (the “**Contractual Rights**”) to which the Debtor is a party or of which the Debtor has benefit, to the extent that the creation of the Charge herein requires the consent or approval of a third party or would constitute a breach of the terms of, or permit any person to terminate, the Contractual Rights, but the Debtor shall hold its interest therein in trust for the Secured Party (unless such arrangement would require the consent or approval of a third party). The Debtor agrees that it shall, upon the request of the Secured Party, use all commercially reasonable efforts to obtain any consent or approval required to permit any Contractual Rights to be subjected to the Charge herein and, upon such consent or approval being obtained, the Charge shall thereafter extend to, and the Collateral shall thereafter include, the Contractual Rights in respect of which such consent or approval has been obtained.

2.2 Attachment of Security Interest

The Debtor acknowledges (i) that value has been given, (ii) that the security interest granted hereby shall attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral, (iii) it has not agreed to postpone the time of attachment of the security interest and (iv) it has received a copy of this Agreement.

ARTICLE 3

REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Representations and Warranties

The Debtor hereby represents and warrants to the Secured Party and the other Beneficiaries that (and acknowledges that the Secured Party and the other Beneficiaries are relying on the same):

- (a) the Debtor’s chief executive office (as such term is utilized in the PPSA) is located in the Province of [●];
- (b) the office[s] where the Debtor keeps its records respecting the Receivables [is/are] located in the Province[s] of [●, ● and ●];
- (c) all of the tangible property and assets of the Debtor, real or personal, are located in the Province[s] of [●, ● and ●]; and
- (d) it has not granted “control” (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

[NTD: Debtor to confirm address information and jurisdictions for (a)-(c) above.]

3.2 Survival of Representations and Warranties

The representations and warranties set out in this Agreement shall survive the execution and delivery of this Agreement notwithstanding any investigations or examinations which may be made by any of the Beneficiaries or their legal counsel. Such representations and warranties shall survive until this Agreement has been terminated and discharged in accordance with Section 6.8 hereof.

3.3 Covenants

The Debtor covenants with the Secured Party that the Debtor shall:

- (a) not change its name or the jurisdiction of its chief executive office or the jurisdiction[s] of the office[s] where it keeps its records respecting the Receivables without giving 15 days' prior written notice thereof to the Secured Party;
- (b) from time to time forthwith at the request of the Secured Party execute and deliver all such financing statements, schedules, assignments and documents, and do all such further acts and things as may be reasonably required by the Secured Party to effectively carry out the full intent and meaning of this Agreement, including, without limitation, to enforce the Charge and remedies provided hereunder, or to better evidence and perfect the Charge, and the Debtor hereby irrevocably constitutes and appoints the Secured Party, or any receiver or receiver and manager appointed by the court or the Secured Party, the true and lawful attorney of the Debtor, with full power of substitution, upon the occurrence of an Event of Default that is continuing, to do any of the foregoing in the name of the Debtor whenever and wherever the Secured Party or any such Receiver may consider it to be necessary or expedient;
- (c) pay to the Secured Party, within 30 days of demand, all reasonable out-of-pocket costs and expenses of the Secured Party and the Lenders as provided in Section 13.1 of the Credit Agreement; and
- (d) not grant "control" (within the meaning of such term under Section 1(1.1) of the PPSA) over any investment property to any person other than the Secured Party.

ARTICLE 4 **SECURITIES; ACCOUNT DEBTORS**

4.1 Registration of Securities

If an Event of Default has occurred and is continuing, the Secured Party may require that the Debtor have any Securities registered in the name of the Secured Party or in the name of its nominee and shall be entitled but not bound or required to exercise any of the rights that any holder of such Securities may at any time have, provided that, until an Event of Default has occurred and is continuing, the Debtor shall be entitled to exercise all voting power from time to time exercisable in respect of the Securities. The Beneficiaries shall not be responsible for any loss occasioned by the exercise of any of such rights or by failure to exercise the same within the time limited for the exercise thereof. The Debtor shall from time to time forthwith upon the request of the Secured Party

deliver to the Secured Party those Securities requested by the Secured Party duly endorsed for transfer to the Secured Party or its nominee to be held by the Secured Party subject to the terms of this Agreement.

4.2 Notification of Account Debtors

If a Default has occurred and is continuing, the Secured Party may give notice of this Agreement and the Charge granted hereby to any account debtors of the Debtor or to any other person liable to the Debtor and may give notice to any such account debtors or other person to make all further payments to the Secured Party, and, after the occurrence and during the continuance of an Event of Default, any payment or other proceeds of Collateral received by the Debtor from account debtors or from any other person liable to the Debtor whether before or after any notice is given by the Secured Party shall be held by the Debtor in trust for the Secured Party and forthwith paid over to the Secured Party on request.

ARTICLE 5 **REMEDIES**

5.1 Remedies

- (a) Upon the occurrence and during the continuance of any Event of Default any or all security granted hereby shall, at the option of the Secured Party, become immediately enforceable and, in addition to any right or remedy provided by law, the Secured Party will have the rights and remedies set out below, all of which rights and remedies will be enforceable successively, concurrently, or both, and are in addition to and not in substitution for any other rights or remedies the Secured Party may have:
 - (i) the Secured Party may by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the “Receiver”) of the Collateral (which term when used in this Section 5.1 shall include the whole or any part of the Collateral) and may remove or replace such Receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the Collateral; and the term “Secured Party” when used in this Section 5.1 shall include any Receiver so appointed and the agents, officers and employees of such Receiver; and the Secured Party shall not be in any way responsible for any misconduct or negligence of any such Receiver;
 - (ii) the Secured Party may take possession of the Collateral and require the Debtor to assemble the Collateral and deliver or make the Collateral available to the Secured Party at such place or places as may be specified by the Secured Party;
 - (iii) the Secured Party may take such steps as it considers desirable to maintain, preserve or protect the Collateral;

- (iv) the Secured Party may carry on or concur in the carrying on of all or any part of the business of the Debtor;
- (v) the Secured Party may enforce any rights of the Debtor in respect of the Collateral by any manner permitted by applicable law;
- (vi) the Secured Party may sell, lease or otherwise dispose of the Collateral at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Secured Party may determine and without notice to the Debtor unless required by law and may execute and deliver to the purchaser or purchasers of the Collateral or any part thereof a good and sufficient deed or conveyance or deeds or conveyances for the same, any officer or duly authorized representative of the Secured Party being hereby constituted the irrevocable attorney of the Debtor for the purpose of making such sale and executing such deeds or conveyances, and any such sale made as aforesaid shall be a perpetual bar both in law and in equity against the Debtor and all other persons claiming all or any part of the Collateral by, from, through or under the Debtor;
- (vii) the Secured Party may accept the Collateral in satisfaction or partial satisfaction of the Obligations upon notice to the Debtor of its intention to do so in the manner required by applicable law;
- (viii) the Secured Party may borrow money on the security of the Collateral for the purpose of the carrying on of the business of the Debtor or for the maintenance, preservation, protection or realization of the Collateral in priority to the Charge;
- (ix) the Secured Party may, subject to applicable law, enter upon, occupy and use all or any of the Collateral occupied by the Debtor and use all or any of the Collateral for such time as the Secured Party requires to facilitate the realization of the Collateral, free of charge, and the Secured Party and the other Beneficiaries will not be liable to the Debtor for any neglect in so doing (other than gross negligence or wilful misconduct on the part thereof) or in respect of any rent, charges, depreciation or damages in connection with such actions;
- (x) the Secured Party may charge on its own behalf and pay to others all amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Beneficiaries hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver's and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at a rate per annum equal to (i) in respect of amounts due in Canadian Dollars, the rate of interest per annum then payable under the Credit Agreement on Canadian Prime Rate Loans plus *[Rate redacted]*% per annum or (ii) in respect of amounts due in United

States Dollars, the rate of interest per annum then payable under the Credit Agreement on U.S. Base Rate Loans plus [*Rate redacted*]% per annum, shall be added to and form part of the Obligations hereby secured; and

- (xi) the Secured Party may discharge any claim, Security Interest, encumbrance or any rights of others that may exist or be threatened against the Collateral, and in every such case the amounts so paid together with all reasonable costs, charges and expenses incurred in connection therewith shall be added to the Obligations hereby secured.

(b) The Secured Party and the other Beneficiaries may:

- (i) grant extensions of time,
- (ii) take and perfect or abstain from taking and perfecting security,
- (iii) give up securities,
- (iv) accept compositions or compromises,
- (v) grant releases and discharges, and
- (vi) release any part of the Collateral or otherwise deal with the Debtor, debtors and creditors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party sees fit,

without prejudice to the liability of the Debtor to the Secured Party and the other Beneficiaries or the Beneficiaries' rights hereunder.

- (c) The Beneficiaries shall not be liable or responsible for any failure to seize, collect, realize, or obtain payment with respect to the Collateral and shall not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Collateral or for the purpose of preserving any rights of the Secured Party, the Debtor or any other person, in respect of the Collateral.
- (d) The Secured Party shall apply any proceeds of realization of the Collateral to payment of reasonable expenses in connection with the preservation and realization of the Collateral as above described and the Secured Party shall apply any balance of such proceeds to payment of the Obligations in accordance with the Credit Agreement. If the disposition of the Collateral fails to satisfy the Obligations secured by this Agreement and the aforesaid expenses, the Debtor will be liable to pay any deficiency to the Secured Party and the other Beneficiaries forthwith on demand. Subject to the requirements of applicable law, any surplus realized in excess of the Obligations shall be paid over to the Debtor.
- (e) Any Receiver shall be entitled to exercise all rights and powers of the Secured Party hereunder. To the extent permitted by law, any Receiver shall for all purposes be

deemed to be the agent of the Debtor and not of the Secured Party and the Debtor shall be solely responsible for the Receiver's acts or defaults and remuneration.

ARTICLE 6

GENERAL

6.1 Benefit of the Agreement

This Agreement shall be binding upon the successors and permitted assigns of the Debtor and shall benefit the successors and permitted assigns of the Secured Party and the other Beneficiaries.

6.2 Conflict of Terms; Entire Agreement

This Agreement has been entered into as collateral security for the Obligations and is subject to all the terms and conditions of the Guarantee, the Credit Agreement, the Lender Financial Instruments and the agreements respecting Bank Products and, if there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Guarantee, the Credit Agreement, the Lender Financial Instruments or the agreements respecting Bank Products, the rights and obligations of the Debtor, the Secured Party and the other Beneficiaries shall be governed by the provisions of the Guarantee, the Credit Agreement, the Lender Financial Instruments and the agreements respecting Bank Products, as applicable. This Agreement together with the Guarantee, the Credit Agreement, the Lender Financial Instruments, the agreements respecting Bank Products and all other Documents constitute the entire agreement between the Debtor and the Secured Party with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Beneficiaries and the Debtor except as expressly set forth therein and herein.

6.3 No Waiver

No delay or failure by the Beneficiaries in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude the other or further exercise thereof or the exercise of any other right.

6.4 Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by applicable law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

6.5 Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be given in such manner as is set forth in the Guarantee.

6.6 Modification; Waivers; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by the Debtor and the Secured Party. No waiver of any provision of this Agreement by the Secured Party shall be effective unless the same is in writing and signed by the Secured Party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The rights of the Secured Party (including those of any Beneficiary) under this Agreement may only be assigned in accordance with the requirements of the Credit Agreement or the applicable Lender Financial Instrument or Bank Product (as the case may be). The Debtor may not assign its obligations under this Agreement. Any assignee of a Beneficiary shall be bound hereby, *mutatis mutandis*.

6.7 Additional Continuing Security

This Agreement and the Charge granted hereby are in addition to and not in substitution for any other security now or hereafter held by the Secured Party or the Beneficiaries and this Agreement is a continuing agreement and security that shall remain in full force and effect until discharged by the Secured Party.

6.8 Discharge

The Debtor and the Collateral shall not be discharged from the Charge or from this Agreement except in accordance with Section 10.7 of the Credit Agreement, including any automatic release of the Charge as provided therein.

6.9 No Release

The loss, injury or destruction of the Collateral shall not operate in any manner to release or discharge the Debtor from any of its liabilities to the Beneficiaries.

6.10 No Obligation to Act

Notwithstanding any provision of this Agreement or any other Document or the operation, application or effect hereof, the Secured Party, the other Beneficiaries or any Receiver, or any representative or agent acting for or on behalf of the foregoing, shall not have any obligation whatsoever to exercise or refrain from exercising any right, power, privilege or interest hereunder or to receive or claim any benefit hereunder.

6.11 Admit to Benefit

Subject to Section 6.6, no person other than the Debtor and the Beneficiaries shall have any rights or benefits under this Agreement, nor is it intended that any such person gain any benefit or advantage as a result of this Agreement nor shall this Agreement constitute a subordination of any security in favour of such person.

6.12 Time of the Essence

Time shall be of the essence with regard to this Agreement.

6.13 Waiver of Financing Statement, etc.

The Debtor hereby waives the right to receive from the Secured Party or the other Beneficiaries a copy of any financing statement, financing change statement or other statement or document filed or registered at any time in respect of this Agreement or any verification statement or other statement or document issued by any registry that confirms or evidences registration of or relates to this Agreement.

6.14 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

6.15 Saskatchewan Wavier

- (a) The Debtor agrees that:
 - (i) The *Land Contract (Actions) Act, 2018* (Saskatchewan) shall have no application to any action, as defined in that Act, with respect to this Agreement; and
 - (ii) The *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement or any agreement renewing, extending or collateral to this Agreement.

6.16 Attornment

The Debtor and each of the Beneficiaries each hereby attorn and submit to the jurisdiction of the courts of the Province of Alberta. For the purpose of all legal proceedings, this Agreement shall be deemed to have been performed in the Province of Alberta and the courts of the Province of Alberta shall have jurisdiction to entertain any action or proceeding arising under this Agreement. Notwithstanding the foregoing, nothing herein shall be construed nor operate to limit the right of the Debtor or any Beneficiary to commence any action or proceeding relating hereto in any other jurisdiction, nor to limit the right of the courts of any other jurisdiction to take jurisdiction over any action, proceeding or matter relating hereto.

6.17 Electronic Signature

The words “execution”, “execute”, “signed”, “signature”, and words of like import in or related to any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), the *Electronic Transactions Act* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada. The Secured Party may, in its discretion, require that any such documents and signatures

executed electronically or delivered by facsimile or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by facsimile or other electronic transmission.

6.18 Executed Copy

The Debtor hereby acknowledges receipt of a fully executed copy of this Agreement.

6.19 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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

• **[INSERT NAME OF PARENT OR
RELEVANT MATERIAL SUBSIDIARY]**

Per: _____
Name:
Title:

THE TORONTO-DOMINION BANK,
as Agent and Secured Party

Per: _____
Name:
Title:

Per: _____
Name:
Title:

SCHEDULE I

CANADIAN PENSION PLANS

Canadian Pension Plans:

None.

Canadian Multi-Employer Pension Plans:

[Redacted: Commercially sensitive information]

SCHEDULE J

REAL PROPERTY

(as of June 11, 2025)

PART 1: Canadian Division

K-Bro Linen Systems Inc.

Municipal address	Legal Description	Comments
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]

KBL Limited Partnership/KBL S.E.C. and K-Bro Linen Limited

Municipal address	Legal Description	Comments
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]

PART 2: UK Division

Fishers Services Limited

Municipal address	Legal Description	Comments
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]

Shortridge Ltd

Municipal address	Legal Description	Comments
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]

Synergy Health Managed Services Limited

Municipal address	Legal Description	Comments
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]

Grosvenor Contracts (London) Limited

[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]
[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]	[Redacted: Commercially sensitive information]

Aeroserve (MSP) Limited

<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>

Aeroserve Euro Limited

<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>

SCHEDULE K
MATERIAL CONTRACTS
(as of June 11, 2025)

PART 1: Material Service Contracts

1. *[Redacted: Commercially sensitive information]*
2. *[Redacted: Commercially sensitive information]*
3. *[Redacted: Commercially sensitive information]*

PART 2: Material Leases

1. *[Redacted: Commercially sensitive information]*
2. *[Redacted: Commercially sensitive information]*
3. *[Redacted: Commercially sensitive information]*
4. *[Redacted: Commercially sensitive information]*
5. *[Redacted: Commercially sensitive information]*
6. *[Redacted: Commercially sensitive information].*

In each case, as such Material Contracts may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms of the Credit Agreement.

SCHEDULE L

BANK ACCOUNTS

(as of June 11, 2025)

Bank	Account name
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>
<i>[Redacted: Commercially sensitive information]</i>	<i>[Redacted: Commercially sensitive information]</i>