SYNDICATED LOAN FACILITY AGREEMENT

among

DIRECTCASH PAYMENTS INC., DIRECTCASH CANADA LIMITED PARTNERSHIP, DIRECTCASH ATM PROCESSING PARTNERSHIP, DCP HOLDINGS AUSTRALIA PTY LTD., DC PAYMENTS AUSTRALASIA PTY LTD. and DC PAYMENTS UK LIMITED

as Borrowers

and

BANK OF MONTREAL, THE BANK OF NOVA SCOTIA, ALBERTA TREASURY BRANCHES, NATIONAL AUSTRALIA BANK LIMITED, LAURENTIAN BANK OF CANADA and the other banks, financial institutions and Persons from time to time parties hereto, as Lenders

and

BANK OF MONTREAL, as Administrative Agent for the Lenders and the Hedge Providers

and

BANK OF MONTREAL, as CAD Payment Agent for the CAD Lenders

and

NATIONAL AUSTRALIA BANK LIMITED as AU Payment Agent for the AU Lenders

and

BANK OF MONTREAL and NATIONAL AUSTRALIA BANK LIMITED as Mandated Lead Arrangers and Bookrunners

August 13, 2015

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THIS SYNDICATED LOAN FACILITY AGREEMENT is made as of the 13 day of August, 2015.

AMONG:

DIRECTCASH PAYMENTS INC., DIRECTCASH CANADA LIMITED PARTNERSHIP, DIRECTCASH ATM PROCESSING PARTNERSHIP, DCP HOLDINGS AUSTRALIA PTY LTD., DC PAYMENTS AUSTRALASIA PTY LTD. and DC PAYMENTS UK LIMITED
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BANK OF MONTREAL and NATIONAL AUSTRALIA BANK LIMITED
as Mandated Lead Arrangers and Bookrunners

WHEREAS, the Borrowers, certain of the Lenders and the Administrative Agent are parties to the amended and restated credit agreement dated as of July 23, 2012, as amended by the first amending agreement dated October 18, 2013, the second amending agreement dated as of October 31, 2013 and the third amending agreement dated as of April 30, 2014 (as so amended, the "**Prior Credit Agreement**").

AND WHEREAS, the Borrowers and the Lenders wish to enter into this Agreement in order to amend and restate the Prior Credit Agreement subject to the following terms.

AND WHEREAS the Lenders have requested the Administrative Agent to continue to act on their behalf with regard to certain matters contemplated by this Agreement.

AND WHEREAS the CAD Lenders have requested the CAD Payment Agent to act on their behalf with regard to certain matters contemplated by this Agreement.

AND WHEREAS the AU Lenders have requested the AU Payment Agent to act on their behalf with regard to certain matters contemplated by this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the Parties to this Agreement hereby agree as follows:

ARTICLE 1
DEFINED TERMS

1.1 Defined Terms

In this Agreement, and the Schedules hereto and in all notices given pursuant to this Agreement, unless something in the subject matter or context is inconsistent therewith, the words and phrases defined in the CBA Model Provisions (as defined below and as amended by Section 12.1 hereof) shall have the respective meanings set forth therein, and the following words and phrases shall have the following meanings:

"**Acceleration Notice**" means a written notice delivered by the CAD Payment Agent to the Borrowers pursuant to Section 10.2 declaring the Obligations outstanding hereunder to be due and payable.

"**Acquisition**" means at any time, an acquisition (including an acquisition which is comprised of a number or series of transactions) by a Credit Party and/or any Subsidiary of a Credit Party of Shares in any Person or of any Property, in each case representing an acquisition of a sufficient portion of such Shares or such Property to establish a business or a portion of a going concern business.

"**Administrative Agent**" means BMO in its capacity as administrative agent for the Lenders and the Hedge Providers and includes any successor Administrative Agent appointed pursuant to the CBA Model Provisions.

"**Advance**" means an advance of credit to a Borrower by way of a Prime Rate Advance, a BA Advance, a BA Equivalent Advance, a U.S. Base Rate Advance, a U.S. LIBOR Advance**,** a Pounds Sterling LIBOR Advance, a BBSY Advance or a Letter of Credit Advance, and including deemed Advances and Conversions and Rollovers of existing Advances. Any reference relating to the amount of Advances shall mean the sum of the Canadian Dollar Equivalent of the principal amount of all outstanding Prime Rate Advances, U.S. Base Rate Advances, U.S. LIBOR Advances and Pounds Sterling LIBOR Advances plus the Face Amount of all outstanding Bankers' Acceptances and BA Equivalent Advances and, in respect of Facility A, the Face Amount of all outstanding Letters of Credit; provided further that, after an Acceleration Notice is given or deemed to be given to the Borrowers, any reference relating to the amount of Advances with respect to BBSY Advances and Letter of Credit Advances under Facility C shall mean the sum of the Canadian Dollar Equivalent of the principal amount of all outstanding BBSY Advances plus the Face Amount of all outstanding Letter of Credit Advances under Facility C.

"**Affiliate**" has the meaning set out in the *Business Corporations Act* (Alberta) as in effect on the date hereof.

"**Agents**" means, collectively, the Administrative Agent and the Payment Agents, and "**Agent**" means any one of them.

""**Agreement**", "**hereof**", "**herein**", "**hereto**", "**hereunder**" or similar expressions mean this Syndicated Loan Facility Agreement and any Schedules hereto, as amended, supplemented, restated and replaced from time to time.

"**Agreement Effective Date**" means the date on which the conditions precedent set forth in Section 6.1 are satisfied or waived by all of the Lenders.

"**Applicable Environmental Laws**" means those Applicable Laws which pertain to the public health or safety, the protection or enhancement of the environment, the Release of materials into the environment or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or loading of Hazardous Materials (including without limitation, the *Environmental Protection and Enhancement Act* (Alberta) and the *Canadian Environmental Protection Act* and orders and directives issued thereunder), and further including any condition, restriction, prohibition or requirement contained in a Permit issued pursuant to such Applicable Laws affecting or pertaining to any Credit Party or any of its Property.

"**Applicable Laws**" means, in relation to any Person, transaction or event:

(a) all applicable rules of common law and equity, and all applicable provisions of laws, statutes, rules, policies and regulations of any Governmental/Judicial Body in effect from time to time having force of law; and

(b) all judgments, orders, awards, decrees, official directives, writs and injunctions all having force of law from time to time in effect of any Governmental/Judicial Body in an action, proceeding or matter in which the Person is a party or by which it or its property is bound or having application to the transaction or event.

"**Applicable Lenders**" means, in the context of any specific Facility, all Lenders who have a Proportionate Share of any such Facility and "**Applicable Lender**" means any one of them.

"**Applicable Margin**" means with respect to any Advances under the Facilities, the per annum percentage rate set forth below based on the Total Leverage Ratio as applicable from time to time:

Facility A:

Total Leverage Ratio	**BA Rate, LIBOR Rate or Letter of Credit Rate**	**Prime Rate**	**U.S. Base Rate**	**Standby Fee Rate**

Less than 2.00:1.00	[redacted]	[redacted]	[redacted]	[redacted]
Greater than or equal to 2.00:1.00 and less than 2.50:1.00	[redacted]	[redacted]	[redacted]	[redacted]
Greater than or equal to 2.50:1.00 and less than 3.00:1.00	[redacted]	[redacted]	[redacted]	[redacted]
Greater than or equal to 3.00:1.00 and less than 3.50:1.00	[redacted]	[redacted]	[redacted]	[redacted]

Facility B:

Total Leverage Ratio	**BA Rate**	**Prime Rate**	**Standby Fee Rate**
Less than 2.00:1.00	[redacted]	[redacted]	[redacted]
Greater than or equal to 2.00:1.00 and less than 2.50:1.00	[redacted]	[redacted]	[redacted]
Greater than or equal to 2.50:1.00 and less than 3.00:1.00	[redacted]	[redacted]	[redacted]
Greater than or equal to 3.00:1.00 and less than 3.50:1.00	[redacted]	[redacted]	[redacted]

Facility C and Facility D:

Total Leverage Ratio	**BBSY Rate**	**Standby Fee Rate**	**Letter of Credit Rate**
Less than 2.00:1.00	[redacted]	[redacted]	[redacted]
Greater than or equal to 2.00:1.00 and less than	[redacted]	[redacted]	[redacted]

2.50:1.00			
Greater than or equal to 2.50:1.00 and less than 3.00:1.00	[redacted]	[redacted]	[redacted]
Greater than or equal to 3.00:1.00 and less than 3.50:1.00	[redacted]	[redacted]	[redacted]

Provided that upon the occurrence and during the continuance of a Default or an Event of Default (including, without limitation, a Default or an Event of Default arising from the Total Leverage Ratio exceeding the applicable levels set out in Section 9.4(a) or if DPI fails to provide a Compliance Certificate when required under this Agreement), the Applicable Margin shall be deemed to be that set forth in the Total Leverage Ratio column of greater than or equal to 3.00:1.00 and less than 3.50:1.00 of the table above, plus [redacted] per annum.

The Total Leverage Ratio shall be determined each Fiscal Quarter, and all interest and fees payable which are based on the per annum percentage rates in the table above shall be adjusted either up or down on the first day of the Fiscal Quarter (the "**Effective Date**") following the date the Borrowers provide the Administrative Agent with the Compliance Certificate for such Fiscal Quarter setting out the then applicable Total Leverage Ratio; provided that as at the date hereof and until the date the Borrowers provide the Compliance Certificate for the first full Fiscal Quarter after the Financial Closing Date, the Applicable Margin shall be determined in accordance with the Closing Date Compliance Certificate. The Bankers' Acceptance Stamping Fee and the BA Equivalent Stamping Fee for BA Advances and BA Equivalent Advances made on or after the Effective Date shall be calculated on the basis of the Applicable Margin effective from and after such Effective Date. No adjustment shall be made to the Bankers' Acceptance Stamping Fee and the BA Equivalent Stamping Fee for BA Advances and BA Equivalent Advances outstanding prior to the Effective Date.

Upon the occurrence and during the continuance of a Default or an Event of Default, each Applicable Margin in the table set forth above shall be increased by 2.00% per annum.

"**Approved Cash Supplier**" means, in the case of each applicable Bailment Facility, each Person that has been approved by the applicable Bailment Provider under that Bailment Facility as a Person to transport and load cash into Bank Specified ATMs owned or leased by a Credit Party, and which may be a specialised security firm.

"**Asset Disposition**" means any sale, assignment, transfer, lease or other disposition, through a transaction or series of transactions, of any of the present or future Property of any Credit Party (including any sale and lease back transaction and the sale of any of its receivables).

“**ATM**” means a publicly accessible electronic automatic teller machine owned or supplied by DPI or a Subsidiary which is programmed to provide unattended self-service ATM Transaction functions.

“**ATM Transaction**” means a cash withdrawal, balance inquiry or declined transaction from an account by a holder of a debit or credit card at an automatic teller machine and such other similar transactions.

“**AU Borrowers**” means (i) any Australian Credit Party that has executed this Agreement as a Borrower, and (ii) any other Australian Credit Party in respect of which the requirements set out in Section 2.10 have been satisfied.

“**AU Corporations Act**” means the Corporations Act 2001 (Cth) of Australia.

“**AU Lenders**” means the banks, financial institutions and other Persons from time to time parties to this Agreement as lenders under Facility C or Facility D, and “**AU Lender**” means any one of them.

“**AU Payment Agent**” means NAB in its capacity as administrative agent for the AU Lenders under Facility D and includes any successor AU Payment Agent appointed pursuant to the CBA Model Provisions.

“**AU PPSA**” means the Personal Property Securities Act 2009 (Cth) of Australia.

“**Australian Credit Parties**” means the Credit Parties which are organized under the laws of Australia and “Australian Credit Party” means any one of them.

“**Australian Dollar Equivalent**” means the amount of Australian Dollars which would be required to purchase a given amount of Canadian Dollars based on the Exchange Rate at the effective date of the calculation.

“**Australian Dollars**”, “**AU Dollars**”, and “**AU $**” means lawful money of Australia.

“**Australian Reference Bank**” means National Australia Bank Limited, Australia and New Zealand Banking Group Limited, Commonwealth Bank of Australia and Westpac Banking Corporation and such other Person as the BBSY Lenders and the Borrowers agree from time to time.

“**Available Credits**” means the forms of credit made available to the applicable Borrowers hereunder and with respect to (a) Facility A (other than the Swingline) includes Prime Rate Advances, US Base Rate Advances, U.S. LIBOR Advances, Pounds Sterling LIBOR Advances, BA Advances and BA Equivalent Advances and Letter of Credit Advances, (b) Swingline Facility includes Prime Rate Advances and U.S. Base Rate Advances**,** (c) Facility B includes Prime Rate Advances, BA Advances and BA Equivalent Advances, (d) Facility C includes BBSY Advances and Letter of Credit Advances in Australian Dollars, and (e) Facility D includes BBSY Advances, and “**Available Credit**” means any one of them.

“**BA Advance**” means an advance of credit made in Canadian Dollars to a Borrower made by way of a Bankers' Acceptance.

"**BA Branch of Account**" has the meaning ascribed thereto in Section 7.6(a).

"**BA Discount Proceeds**" means, in respect of any Bankers' Acceptance, an amount (rounded to the nearest whole cent with one-half of one cent being rounded-up) determined as of the applicable Drawdown Date, Rollover Date or Conversion Date (as applicable) which is equal to:

Face Amount x Price

where "Price" is equal to:

$$\frac{1}{1 + \left(\text{Rate x } \frac{\text{Term}}{365} \right)}$$

where the "Rate" is the applicable BA Discount Rate expressed as a decimal on the Drawdown Date; the "Term" is the term of such Bankers' Acceptance expressed as a number of days; and the Price as so determined is rounded up or down to the fifth decimal place with .000005 being rounded-up.

"**BA Discount Rate**" means, in respect of a BA Advance: (i) for a CAD Lender that is listed in Schedule I to the *Bank Act* (Canada), the arithmetic average of the discount rates for Canadian Dollar bankers' acceptances as quoted on the CDOR page of Reuter Money Monitor Rates Service (or such other page as may, from time to time, replace such page on that service for the purpose of displaying quotations for bankers' acceptances accepted by leading Canadian financial institutions) at approximately 10:00 a.m. (Toronto time) on such Drawdown Date, Rollover Date or Conversion Date (as applicable) for the purchase of bankers' acceptances having a comparable maturity date as the maturity date of such Bankers' Acceptances; or, if such rate is not available at or about such time, the average of the bankers' acceptance rates (expressed to five decimal places) as quoted to the CAD Payment Agent by the Schedule I BA Reference Lenders as of 10:00 a.m. (Toronto time) on such Drawdown Date, Rollover Date or Conversion Date (as applicable) for the purchase by such Schedule I BA Reference Lenders of bankers' acceptances having a comparable maturity date as the maturity date of such Bankers' Acceptance (the "**CDOR Rate**"); and (ii) for a CAD Lender that is not listed in Schedule I to the *Bank Act* (Canada), the rate established by the CAD Payment Agent to be the lesser of (A) the CDOR Rate plus [redacted]; and (B) the rate (expressed to five decimal places) as quoted to the CAD Payment Agent by such CAD Lender as of 10:00 a.m. (Toronto time) on such Drawdown Date, Rollover Date or Conversion Date (as applicable) as such CAD Lender's discount rate for Canadian Dollar bankers' acceptances' having a comparable maturity date as the maturity date of such Bankers' Acceptances.

"**BA Equivalent Advance**" has the meaning ascribed thereto in Section 7.8(a).

"**BA Equivalent Discount Rate**" means in respect of a BA Equivalent Advance under Facility A, the applicable rate established by the CAD Payment Agent to be the lesser of (a) the CDOR Rate plus [redacted], and (b) the rate (expressed to five decimal places) as quoted to the CAD Payment Agent by the Non-BA Lender making the BA Equivalent

Advance, as of 10:00 am (Toronto time) on the Drawdown Date, Rollover Date or Conversion Date (as applicable) as its discount rate for equivalent Canadian Dollar bankers' acceptances' having a comparable maturity date as the maturity date of such BA Equivalent Advance.

"**BA Equivalent Stamping Fee**" means the amount calculated by multiplying the Face Amount of a Notional Bankers' Acceptance by the applicable BA Rate, and then multiplying the result by a fraction, the numerator of which is the number of days to elapse from and including the date of the Advance applicable to such Notional Bankers' Acceptance by a CAD Lender up to but excluding the maturity date of such Notional Bankers' Acceptance, and the denominator of which is 365.

"**BA Interest Period**" has the meaning ascribed thereto in Section 7.7.

"**BA Lender**" means any CAD Lender which is a bank named on Schedule I, Schedule II or Schedule III to the *Bank Act* (Canada) and which stamps and accepts Drafts as Bankers' Acceptances.

"**BA Rate**" means from time to time, in respect of a BA Advance under a Facility, the applicable rate per annum indicated below the reference to "BA Rate" in the definition of "Applicable Margin".

"**Bailment Cash**" means, in the case of each applicable Bailment Facility, the cash in any Bank Specified ATM of a Credit Party, that is stocked or replenished by the applicable Bailment Provider under that Bailment Facility.

"**Bailment Collateral**" means with respect to the Bailment Cash supplied by a Bailment Provider pursuant to a Bailment Facility, the following:

(a) any claim against an Approved Cash Supplier, who is utilised by any Credit Party for the stocking and replenishment of Bank Specified ATMs with cash supplied by such Bailment Provider pursuant to such Bailment Facility, for loss suffered by such Credit Party, including proceeds of that claim;

(b) any claim under an insurance policy in relation to the destruction, loss, theft or damage of any cash provided by such Bailment Provider pursuant to such Bailment Facility to any Credit Party or to any Approved Cash Supplier, including any proceeds of that claim;

(c) the Bailment Settlement Amounts applicable to such Bailment Provider under such Bailment Facility; and

(d) up to an aggregate amount of AU$150,000 (or the equivalent amount in another currency) which may from time to time be deposited by Credit Parties with the Bailment Providers for the purpose of, among other things, settling differences between Bailment Cash provided by the Bailment Providers to a Credit Party and the cash that is accounted for in the applicable Bank Specified ATMs.

"**Bailment Facility**" means, subject to Section 9.3(p), each bailment facility made available, from time to time, by a Bailment Provider to a Credit Party pursuant to an agreement between a Credit Party and a Bailment Provider, as amended, renewed, restated, replaced and otherwise modified from time to time.

"**Bailment Provider**" means

(a) NAB under the DC Payments Australasia/NAB Bailment Facility;

(b) CIBC under the DPI/CIBC Bailment Facilities;

(c) BMO under the DPI/BMO Bailment Facility;

(d) Santander under the UK Bailment Facility; and

(e) any other Person, from time to time or at the applicable time, as the case may be, who is a party to a Bailment Facility as a bailment provider thereunder, and "Bailment Provider" means any one of them.

"**Bailment Settlement Amount**" means, in the case of each applicable Bailment Facility, a Settlement Amount for which a third party financial institution has agreed with a Credit Party to reimburse or make payment to the applicable Bailment Provider (as directed by such Credit Party) as a result of a Cardholder's cash withdrawal from an ATM that was stocked or replenished with Bailment Cash provided by such Bailment Provider.

"**Bank Specified ATM**" means, in the case of each applicable Bailment Facility, any ATM notified by the applicable Credit Party to the applicable Bailment Provider from time to time as being an ATM in which Bailment Cash is loaded pursuant to that Bailment Facility.

"**Bankers' Acceptance**" means a non-interest bearing Draft accepted by a BA Lender pursuant to this Agreement.

"**Bankers' Acceptance Stamping Fee**" means the amount calculated by multiplying the Face Amount of a Bankers' Acceptance by the applicable BA Rate, and then multiplying the result by a fraction, the numerator of which is the number of days to elapse from and including the date of acceptance of such Bankers' Acceptance by a CAD Lender up to but excluding the maturity date of such Bankers' Acceptance, and the denominator of which is 365.

"**Banking Day**" means:

(a) in respect of U.S. LIBOR Advances and payments in connection therewith, a day (other than Saturday, Sunday or statutory holiday) which is a day for trading by and between banks in U.S. Dollar deposits in the London Eurodollar interbank market and which is also a day on which banks are open for retail business in London, England, New York, New York and Toronto, Ontario;

(b) in respect of Pounds Sterling LIBOR Advances and payments in connection therewith, a day (other than Saturday, Sunday or statutory holiday) which is a day for trading by and between banks in Pounds Sterling deposits in the London Eurodollar interbank market and which is also a day on which banks are open for retail business in London, England and Toronto, Ontario;

(c) in respect of BBSY Advances and payments in connection therewith, a day (other than Saturday, Sunday or statutory holiday) which is a day on which banks are open for retail business in Toronto, Ontario and Sydney, Australia; and

(d) for all other purposes of this Agreement, a day (other than Saturday, Sunday or statutory holiday) on which banks are open for retail business in Toronto, Ontario, Calgary, Alberta and Sydney, Australia.

"**Basis Points**" and "**bps**" means one-hundredth of one percent.

"**BBSY Advance**" means an Advance in Australian Dollars bearing interest based on the BBSY Rate for such Advances.

"**BBSY Lender**" means any AU Lender which in accordance with Applicable Law provides BBSY Advances to its customers in Australia and which, in the case of Facility D, has advised the AU Payment Agent that it is prepared to provide BBSY Advances to the AU Borrowers under this Agreement.

"**BBSY Commitments**" means the aggregate Commitments of the BBSY Lenders under Facility C and Facility D and "**BBSY Commitment**" means the Commitment of any one BBSY Lender under the Facilities.

"**BBSY Majority Lenders**" means BBSY Lenders holding in aggregate more than 50% of the BBSY Commitments.

"**BBSY Period**" means the period selected by an AU Borrower for a BBSY Advance or the period applicable to the BBSY Advance under the terms of this Agreement which in either case shall be one, two, three or six months or such other period agreed to by the applicable BBSY Lender, commencing on the Drawdown Date, the Rollover Date or the Conversion Date of such BBSY Advance; provided however that:

(a) in the case of a Rollover, the last day of each BBSY Period shall also be the first day of the next BBSY Period;

(b) the last day of each BBSY Period shall be a Banking Day and if not, such AU Borrower shall be deemed to have selected a BBSY Period the last day of which is the last Banking Day preceding the last day of the BBSY Period selected by such AU Borrower; and

(c) the last day of each BBSY Period shall be on or before the Facility C Maturity Date (in the case of BBSY Advances made under Facility C) or the Facility D Maturity Date (in the case of BBSY Advances made under Facility D).

"**BBSY Rate**" means for any BBSY Period:

(a) the applicable BBSY Screen Rate; or

(b) if no BBSY Screen Rate is available for that BBSY Period and the BBSY Period is longer than the minimum period for which a BBSY Screen Rate is available, the BBSY Interpolated Screen Rate for that period; or

(c) if:

(i) for any reason the rate referred to in paragraphs (a) or (b) is not available; or

(ii) the basis on which the rate referred to in paragraphs (a) or (b) of this definition is calculated changes and, in the case of only one BBSY Lender, that BBSY Lender, or in the case of more than one BBSY Lender, the BBSY Majority Lenders respectively, instruct the AU Payment Agent (after consultation by the AU Payment Agent with the AU Borrowers) that, in its or their, as the case may be, opinion that rate ceases to reflect such BBSY Lenders' cost of funding to the same extent as at the date of this Agreement,

then the BBSY Rate will be the rate per annum determined by, in the case of only one BBSY Lender, that BBSY Lender, or in the case of more than one BBSY Lender, the AU Payment Agent respectively, in good faith and acting reasonably, equal to the average of the buying rates quoted to, in the case of only one AU Lender, that BBSY Lender, or in the case of more than one BBSY Lender, the AU Payment Agent respectively, by three Australian Reference Banks at or about 10:30 am (Sydney time) on the first day of that BBSY Period for a term equal to that BBSY Period. The buying rates must be for bills of exchange accepted by such Australian Reference Banks and which have a term approximately equivalent to the applicable BBSY Period, or, if there are not at least two such buying rates quoted, the rate set on the first day of that BBSY Period by, in the case of only one BBSY Lender, that BBSY Lender, or in the case of more than one BBSY Lender, the AU Payment Agent respectively, in good faith and in consultation with the BBSY Lenders, in each case, for the relevant BBSY Period having regard to the BBSY Lenders' cost of funding and comparable indices then available in current markets.

"**BBSY Screen Rate**" means:

(a) the average bid rate displayed at or about 10.30am (Sydney) time on the first day of the relevant period on the Reuters screen BBSY page for a term equivalent to the relevant period; or

(b) in each case, on the appropriate page of such other information service which publishes that rate from time to time in place of Reuters.

If the page or service ceases to be available, or the basis on which that rate is calculated or displayed is changed and the Suspending Lenders instruct the AU Payment Agent (after consultation by the Au Payment Agent with the AU Borrowers) that in their opinion it ceases to reflect the BBSY Lenders' cost of funding to the same extent as at the date of this Agreement, the AU Payment Agent may specify another page or service displaying the relevant rate after consultation with the Borrowers and the BBSY Lenders.

"**BBSY Interpolated Screen Rate**" means in relation to the BBSY Rate, the rate which results from interpolating on a linear basis between:

(a) the applicable BBSY Screen Rate for the longest period (for which that BBSY Screen Rate is available) which is less than the BBSY Period for that BBSY Advance; and

(b) the applicable BBSY Screen Rate for the shortest period (for which that BBSY Screen Rate is available) which exceeds the BBSY Period for that BBSY Advance.

"**BMO**" means Bank of Montreal, a bank chartered under the *Bank Act* (Canada), and its successors and assigns.

"**Borrower Accession Agreement**" means an agreement, in form and substance satisfactory to the Administrative Agent, acting reasonably, pursuant to which a Subsidiary of DPI agrees to be bound by the provisions of this Agreement as a "Borrower".

"**Borrowers**" means DPI, DLP, DAPP, DCPUK, the AU Borrowers and such other Subsidiaries of DPI that DPI designates as a "Borrower" hereunder in respect of which the requirements set out in Section 2.10 have been satisfied and "**Borrower**" means any one of them.

"**CAD Lenders**" means the banks, financial institutions and other Persons from time to time parties to this Agreement as lenders under Facility A, and "**CAD Lender**" means any one of them.

"**CAD Payment Agent**" means BMO in its capacity as administrative agent for the CAD Lenders under Facility A and includes any successor CAD Payment Agent appointed pursuant to the CBA Model Provisions.

"**CAD Payment Agent's Account Branch**" means the branch of the CAD Payment Agent which is initially situated at 234 Simcoe Street, Toronto, Ontario, M5T 1T4 or such other branch in Canada as the CAD Payment Agent may from time to time notify the Borrowers.

"**Canadian Dollars**", "**Cdn. Dollars**", "**Cdn. $**" and "**$**" mean lawful money of Canada.

"**Canadian Dollar Equivalent**" means the amount of Canadian Dollars which would be required to purchase a given amount of U.S. Dollars, Australian Dollars, or Pounds Sterling (as applicable) based on the Exchange Rate at the effective date of the calculation.

"**Capital Assets**" means Property that would, in accordance with GAAP, be determined to be fixed or capital property or assets.

"**Capital Expenditures**" means, for any period, any expenditure for a Capital Asset acquisition, expenditures made for additions to or improvements to Capital Assets, expenditures with respect to Capital Leases and any Maintenance Capex expenditures.

"**Capital Lease**" means any lease, license or similar transaction determined as a capital lease in accordance with GAAP as in effect on December 31, 2010, or any sale and lease back transaction or any other lease (whether a synthetic lease or otherwise) other than any lease that would in accordance with GAAP be determined to be an operating lease. For certainty, notwithstanding IFRS or any subsequent a change in GAAP requiring all leases to be capitalized, only those leases that would constitute a "capital lease" under GAAP on

December 31, 2010 shall be considered to be a Capital Lease and all calculations and deliverables hereunder and under any other Loan Document with respect to Capital Leases (including Capital Lease obligations) shall be made in accordance with this definition.

"**Card**" means a debit or credit card issued by a bank or financial institution which enables the holder thereof to, among other things, gain access to an ATM.

"**Cardholder**" means a Person who has been issued a Card and who uses their Card and personal identification number relating thereto, to access an ATM.

"**Cash Inventory**" means the aggregate amount of (i) cash of the Credit Parties in transit with a DPI Cash Supplier, plus (ii) cash of the Credit Parties in transit from a settlement network representing a Settlement Amount resulting from an ATM Transaction, provided that in each case such cash in transit (A) is within Canada, the United Kingdom or Australia, (B) is not the subject of a Bailment Facility, (C) is not Vault Cash, (D) is not subject to any right of set-off or counterclaim by any Person (other than any Agent or the Collateral Agent), and (E) is not included in Cash Operating Balance, to a maximum aggregate amount of $7,500,000 prior to the DPI/BMO Bailment Facility becoming effective and reducing to a maximum aggregate amount of $2,500,000 after the DPI/BMO Bailment Facility has become effective.

"**Cash Operating Balance**" means the aggregate of the operating cash balances in accounts held by the Credit Parties which accounts (i) are subject to a First-Ranking Security Interest pursuant to the Security, (ii) are not subject to any right of set-off or counterclaim (other than pursuant to liens imposed by law which give rise to any such set-off right or counterclaim in favour of the applicable account bank) by any Person (other than the Administrative Agent, any Payment Agent or the Collateral Agent), (iii) is not Vault Cash, and (iv) is not included in Cash Inventory, to a maximum aggregate amount not to exceed $7,500,000.

"**Cash Taxes**" means for any Person for any period, the amount of all income Taxes (including federal and provincial income Taxes) and other Taxes payable by such Person on its net taxable income or its capital for such period (which for greater certainty, does not include deferred Taxes or refundable Taxes).

"**CBA Model Provisions**" means the model credit agreement provisions attached hereto as Schedule "H".

"**CDOR Rate**" has the meaning ascribed thereto in the "BA Discount Rate" definition.

"**Change of Control**" means an event or series of events by which any Person or Persons (acting jointly or in concert, within the meaning of the *Securities Act* (Alberta)) shall, as a result of a tender or exchange offer, open market purchases, privately negotiated purchases, merger, consolidation, issuances of Shares by DPI or otherwise, be or become, directly or indirectly, the beneficial owner of 50% or more of the outstanding Shares of DPI (regardless of whether such Person or Persons are owned or Controlled by the same Person or Persons).

"**CIBC**" means Canadian Imperial Bank of Commerce, a bank chartered under the *Bank Act* (Canada), and its successors and assigns.

"**CICA**" means the Canadian Institute of Chartered Accountants.

"**Closing Date Compliance Certificate**" means a certificate from a senior officer of DPI confirming that as of the date thereof, the representations and warranties of the Borrowers under this Agreement are true and correct, the Borrowers' compliance with covenants of this Agreement and the other Loan Documents, no Default or Event of Default has occurred and is continuing, a calculation of each Financial Covenant including the particulars of each such calculation and a detailed schedule of the Bailment Facility usage, limits and related fees and expenses paid in connection therewith for the previous Fiscal Quarter, a form of which is attached hereto as Schedule "B"

"**Collateral**" means cash, a bank draft or a letter of credit issued by a bank referred to in Schedule I, II or III of the *Bank Act* (Canada) in any case with a combined capital surplus of at least Cdn. $1,000,000,000 and whose long term unsecured and unguaranteed debt is rated no lower (in each case) than: A (high) by DBRS, A by S & P and A1 by Moody's, all in a form satisfactory to the Administrative Agent and the Collateral Agent, each acting reasonably.

"**Collateral Agent**" means BMO in its capacity as the collateral agent for the secured parties from time to time party to the Intercreditor Agreement, and includes its successors and assigns in that capacity.

"**Commitment**" means, in respect of each Lender from time to time, the maximum amount of Advances that such Lender has agreed to make under each Facility, as set out on Schedule "A" to this Agreement (which shall be amended and distributed to all Parties by the Administrative Agent from time to time as other Persons become Lenders or the commitments of current or future Lenders are hereafter assigned, modified, cancelled, reduced, increased or otherwise changed pursuant to the provisions of this Agreement).

"**Compliance Certificate**" means a certificate from a senior officer of DPI confirming, among other things, that as of the date thereof, the representations and warranties of the Borrowers under this Agreement are true and correct, the Borrowers' compliance with covenants of this Agreement and the other Loan Documents, no Default or Event of Default has occurred and is continuing, a calculation of each Financial Covenant including the particulars of each such calculation and a detailed schedule of the Bailment Facility usage, limits and related fees and expenses paid in connection therewith for the previous Fiscal Quarter, a form of which is attached hereto as Schedule "B".

"**Constating Documents**" means, with respect to a corporation, its articles of incorporation, amalgamation or continuance or other similar document and its by-laws, with respect to a partnership, its partnership agreement and its certificate of registration, or other similar document, with respect to a limited partnership, its limited partnership agreement and its certificate of registration, or other similar document and with respect to a trust or a fund, its declaration of trust and its certificate of registration, or other similar document and with respect to any other Person which is an artificial body the organization and governance documents of such Person, all as amended from time to time.

"**Contracts**" means agreements, franchises, leases, licenses, privileges and other similar contractual rights acquired from Persons.

"**Control**" means, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a person, whether through the ability to exercise voting power, by contract or otherwise, and "**Controlling**" and "**Controlled**" shall have corresponding meanings.

"**Conversion**" means a conversion or deemed conversion of one type of Available Credit into another type of Available Credit, pursuant to this Agreement and "**Converted**" and "**Convert**" have corresponding meanings.

"**Conversion Date**" means the date specified by a Borrower as being the date on which such Borrower has elected (or the date on which it is deemed to have elected) to effect a Conversion and which shall be a Banking Day.

"**Conversion Notice**" means a notice requesting a Conversion hereunder substantially in the form of Schedule "C".

"**Coutts**" means Coutts & Company and its successors and assigns.

"**Coutts Priority Agreement**" means an agreement dated December 18, 2013 made among the Collateral Agent, Coutts and DCPUK pursuant to which the Collateral Agent confirms, *inter alia*, that Coutts has priority with respect to the Coutts Security and Coutts agrees that the Collateral Agent has priority over all other Property of DCPUK.

"**Coutts Security**" means a new security agreement dated December 18, 2013 granted by DCPUK, in favour of Coutts, with the security granted thereunder limited to the cash held in the Settlement Trust a/c (Account No. 08642060; Sort Code 18-00-02), the SRA Settlement Trust a/c (Account No. 05359694; Sort Code 18-00-01) or any additional or replacement settlement account serving a similar purpose (but not, for the avoidance of any doubt, any other type of account), as security for their obligations to Coutts, which obligations shall be limited to their obligations under or in connection with such settlement account.

"**Credit Parties**" means the Borrowers and each Material Subsidiary and "Credit Party" means any one of them.

"**Currency Hedge Agreements**" means all present and future agreements, whether in the form of an ISDA Master Agreement, a futures contract, a swap, a forward rate, currency exchange contract or otherwise, entered into for or in connection with a forward rate, currency swap or currency exchange and other similar currency-related transactions, the purpose and effect of which are typically to manage, mitigate or eliminate currency Exchange Rate risk.

"**DAPP**" means DirectCash ATM Processing Partnership, a general partnership formed under the laws of the Province of Alberta and its successors.

"**DBNA**" means the Depository Bills and Notes Act (Canada).

"**DBRS**" means DBRS Limited, and any successor thereto which is issuing nationally accepted securities ratings.

"**DC Agreements**" means, collectively, (i) the Card (Interact and Cirrus) and Mastercard Issuing Agreement dated November 6, 2007, made between DirectCash ATM Processing Partnership and DC Bank, (ii) the Visa Plus Acceptance Agreement dated November 6, 2007, made between DirectCash ATM Processing Partnership and DC Bank, and (iii) the Service Bureau and Technology Services Agreement dated effective January 24, 2008, made between DirectCash ATM Processing Partnership and DC Bank, in each case as such agreements have been amended, supplemented, restated, replaced or otherwise modified from time to time.

"**DC Bank**" means DirectCash Bank and its successors and assigns.

"**DC Payments**" means DC Payments Pty Limited, ACN 009 582 781 (previously known as Customers Limited), and its successors and assigns, a corporation incorporated under the laws of Australia.

"**DC Payments Australasia**" means DC Payments Australasia Pty Ltd., ACN 097 550 519 (previously known as ATM Solutions Australasia Pty Ltd.), and its successors and assigns.

"**DC Payments Australasia/NAB Bailment Facility**" means the bailment facility made available by NAB to DC Payments Australasia pursuant to an agreement dated July 23, 2012, as amended, renewed, restated, replaced and otherwise modified from time to time.

"**DCPUK**" means DC Payments UK Limited (previously known as Infocash Limited), and its successors and assigns, a corporation incorporated under the laws of the United Kingdom and Wales.

"**Default**" means an event which, but for the requirement of the giving of notice, lapse of time, or both would constitute an "**Event of Default**".

"**Defaulting Lender**" means any Lender that fails to make available to the CAD Payment Agent or AU Payment Agent, as applicable, such Lender's Proportionate Share of any Advance (which for greater certainty includes any deemed Advances and payments to be made to a Fronting Lender in respect of a draw under a Letter of Credit that is not reimbursed by the Borrowers).

"**Designated Account**" means an account or accounts maintained by a Borrower with: (i) the CAD Payment Agent in the case of Advances under Facility A and Facility B; (ii) the Swingline Lender in the case of Advances under the Swingline Facility, (iii) the AU Payment Agent in the case of Advances under Facility D; and (iv) the Facility C Lender, in the case of Advances under Facility C that such Borrower designates as such to the CAD Payment Agent, the Swingline Lender, the AU Payment Agent or the Facility C Lender, as applicable.

"**Distribution**" means:

(a) any declaration or payment of dividends, other distribution on or in respect of the Shares of any Person, royalties, distributions, fees or management fees of any kind directly or indirectly to any holder of Shares of any Person;

(b) any repurchase, retraction or redemption of Shares of any Person by such Person for cash or Property;

(c) any payment by a Person of any amount of principal, interest or other amounts in respect of any indebtedness owed to a holder of Shares of such Person, to any Affiliate of a holder of such Shares or to an Affiliate of such Person;

(d) any loan or advance that is made by a Person to or in favour of a holder of Shares in such Person, to an Affiliate of a holder of such Shares or to an Affiliate of such Person; or

(e) the transfer by a Person of any of its Property or the provision of services for consideration of less than fair market value thereof, to any holder of Shares in such Person, to an Affiliate of a holder of such Shares or to any Affiliate of such Person.

"**DPI**" means DirectCash Payments Inc. and its successors and assigns.

"**DPI/ BMO Bailment Facility**" means the bailment facility to be made available by BMO to DPI pursuant to a bailment facility agreement, as amended, renewed, restated, replaced and otherwise modified from time to time, subject to the provisions hereof.

"**DPI Cash Supplie**r" means, at any time, DPI and each other Person with whom DPI has a contract in place for the delivery of cash which is "Cash Inventory" into the ATMs. As at December 31, 2014, the third party DPI Cash Suppliers are B&L Security Patrol (1981) Ltd, Brink's Canada Limited, Churchill Armoured Card Service Inc., First Island Armoured transport (1998) Ltd. / Vancouver Armoured Transport Ltd., Garda of Canada, Independent Armoured Transport Atlantic Inc., Inkas Security Services Ltd and Trans Armoured Canada Inc.

"**DPI/CIBC Bailment Facility**" means the bailment facilities made available by CIBC to DPI pursuant to agreements dated on or about October 31, 2013, as amended, renewed, restated, replaced and otherwise modified from time to time, subject to the provisions hereof.

"**DLP**" means DirectCash Canada Limited Partnership, a limited partnership formed under the laws of the Province of Alberta and its successors and assigns.

"**Draft**" means in relation to a Bankers' Acceptance, a depository bill within the meaning of the DBNA in the form required by a BA Lender, in Canadian Dollars and drawn by a Borrower in connection with a BA Advance.

"**Drawdown Date**" means the date, which shall be a Banking Day, of any Advance (other than a Rollover or Conversion of an existing Advance).

"**Drawdown Notice**" means a notice requesting an Advance hereunder substantially in the form annexed hereto as Schedule "D".

"**EBITDA**" means, with respect to DPI, the consolidated net income of DPI at the end of any completed Fiscal Quarter determined on a consolidated basis and in accordance with GAAP (excluding non-cash items (which include, but are not limited to, equity based compensation and awards, non-cash deferred taxes and future taxes not required to be paid in cash for the period in which EBITDA is being determined and non-cash losses or gains with respect to Hedge Agreements) and extraordinary items, plus, to the extent deducted in determining such net income, the following:

(a) Cash Taxes;

(b) Interest Expense in respect of such period; and

(c) depreciation and amortization expenses.

To the extent DPI has, during any of its most recently completed four (4) Fiscal Quarters, directly or indirectly made any Acquisition or completed any disposition of any Subsidiary, DPI shall include in (in the case of an Acquisition) or exclude from (in the case of a disposition) the calculation of EBITDA for such calculation period, the "EBITDA" for such Acquisition or disposition taking into account the operation of such Subsidiary for such calculation period as if such Acquisition or disposition had occurred on the first day of such calculation period.

"**Encumbrance**" means any mortgage, debenture, pledge, hypothec, lien, charge, assignment by way of security, title retention, consignment, lease, hypothecation, security interest or other security agreement or trust, right of set-off (if created for the purpose of directly or indirectly securing the repayment of any debt, liability or obligation) or other arrangement, in each case for the purposes of securing the payment of any debt, liability or obligation and "Encumbrances", "Encumbrancer", "Encumber" and "Encumbered" shall have corresponding meanings.

"**Environmental Liabilities**" means all liabilities and obligations related to the protection of or damage to the environment or the health and safety of a Person, including liabilities and obligations to comply with or resulting from breaches of Applicable Environmental Laws, liabilities and obligations to compensate any Person for damages to the environment or to the health or safety of a Person, liabilities and obligations to remedy any Release or other occurrences which have caused or could cause damage to the environment or the health or safety of a Person and liabilities and obligations to remove structures and equipment and restore or reclaim the sites thereof.

"**Event of Default**" means the events or circumstances described in Section 10.1.

"**Exchange Rate**" means, on any day, with respect to the exchange of one currency (the "**First Currency**") into another currency (the "**Other Currency**"), the noon spot rate of the Bank of Canada on the relevant Banking Day for purchases of the First Currency with the Other Currency, or if such rate is not or has not yet been posted on such day, the last preceding noon spot rate of the Bank of Canada for such purchase.

"**Excess Cash Flow**" means, for any period, the sum of EBITDA of DPI, less (i) Interest Expense, (ii) Cash Taxes, (iii) Unfunded Capital Expenditures, (iv) scheduled Funded Debt repayments, and (v) cash dividends permitted hereunder and paid by DPI in the applicable period.

"**Existing Advances**" means, collectively, Existing Facility A Advances, Existing Facility AU Tranche Advances and Existing Facility B Advances.

“**Existing Facility A Advances**” means the advances made by the Existing Lenders to the Borrowers under “Facility A” of the Prior Credit Agreement.

“**Existing Facility AU Tranche Advances**” means the advances made by the Existing Lenders to the Borrowers under the “Facility A AU Tranche” of the Prior Credit Agreement.

“**Existing Facility B Advances**” means the advances made by the Existing Lenders to the Borrowers under “Facility B” (including under the "Facility B AU Tranche") of the Prior Credit Agreement.

“**Existing Lenders**” means the lenders under the Prior Credit Agreement.

“**Existing Letters of Credit Advances**” means “Letter of Credit Advances” under “Facility A” of the Prior Credit Agreement in respect of the following Letters of Credit issued on behalf of the Borrower: (i) irrevocable standby letter of credit no. BMTO219126OS, issued by BMO in its capacity as Fronting Lender (as defined under the Prior Credit Agreement) in favour of Mastercard International, at the request of the applicant, DPI, in the Face Amount of US $1,000,000; (ii) irrevocable standby letter of credit no. BMTO128398OS, issued by BMO in its capacity as Fronting Lender in favour of the City of Edmonton, at the request of the applicant, DPI, in the Face Amount of Cdn. $5,000, and “**Existing Letter of Credit**” means any one of them.

“**Face Amount**” means:

(a) in respect of a Bankers' Acceptance, the amount payable to the holder thereof on its maturity;

(b) in respect of a Notional Bankers' Acceptance, the amount payable to the Non BA Lender on the maturity thereof; and

(c) in respect of a Letter of Credit, the maximum amount which a Fronting Lender is contingently liable to pay the beneficiary thereof.

“**Facility A**” means the revolving credit facility more particularly described in Section 2.1.

“**Facility A Commitments**” means the Commitments of the Facility A Lenders in respect of Facility A set out in Schedule “A” attached hereto, as such Schedule may be amended from time to time.

“**Facility A Lenders**” means all Lenders who have agreed to provide Advances under Facility A and includes any other Lender which may replace or succeed a Lender in such capacity from time to time as a Lender under Facility A or otherwise becomes a Lender under Facility A pursuant to this Agreement.

“**Facility A Limit**” means Cdn. $95,000,000 (or the US Dollar Equivalent) less Cdn. $20,000,000, being the Canadian Dollar Equivalent of the Facility A Pounds Sterling

Tranche Limit, or such lesser amount from time to time after giving effect to the reductions of Facility A referred to in this Agreement (including, without limitation, Section 3.4).

"**Facility A Maturity Date**" means July 23, 2017.

"**Facility A Pounds Sterling Tranche**" means the part of the Facility A Commitments made available to the Borrowers by the Facility A Lenders that have Facility A Pounds Sterling Tranche Commitments, up to the Facility A Pounds Sterling Tranche Limit as determined from time to time in accordance with Section 2.1(b). The Facility A Pounds Sterling Tranche is a portion of Facility A and amounts outstanding under the Facility A Pounds Sterling Tranche are Obligations of the applicable Borrowers under Facility A.

"**Facility A Pounds Sterling Tranche Commitments**" means the Commitments of the Facility A Lenders in respect of the Facility A Pounds Sterling Tranche set out in Schedule "A" attached hereto, as such Schedule may be amended from time to time.

"**Facility A Pounds Sterling Tranche Limit**" has the meaning ascribed to such term in Section 2.1(b).

"**Facility A Pounds Sterling Tranche Limit Determination Date**" has the meaning ascribed to such term in Section 2.1(b).

"**Facility B**" means the revolving credit facility more particularly described in Section 2.3.

"**Facility B Commitments**" means the Commitments of the Facility B Lenders in respect of Facility B set out in Schedule "A" attached hereto, as such Schedule may be amended from time to time.

"**Facility B Lenders**" means all Lenders who have agreed to provide Advances under Facility B and includes any other Lender which may replace or succeed a Lender in such capacity from time to time as a Lender under Facility B or otherwise becomes a Lender under Facility B pursuant to this Agreement.

"**Facility B Limit**" means Cdn. $20,000,000, or such lesser amount from time to time after giving effect to the reductions of Facility B referred to in this Agreement (including, without limitation, Section 3.4).

"**Facility B Maturity Date**" means July 23, 2017.

"**Facility C**" means the revolving credit facility more particularly described in Section 2.3.

"**Facility C Commitment**" means the Commitment of the Facility C Lender in respect of Facility C as set out in Schedule "A" attached hereto, as such Schedule may be amended from time to time.

"**Facility C Lender**" means initially NAB in respect of Advances under Facility C and thereafter, any other Lender which may replace or succeed NAB in such capacity from time to time as a Lender under Facility C or otherwise becomes a Lender under Facility C pursuant to this Agreement.

"**Facility C Limit**" means an amount equal to AU $15,000,000, or such lesser amount after giving effect to the reductions of Facility C referred to in this Agreement (including, without limitation, Section 3.4).

"**Facility C Maturity Date**" means July 23, 2017.

"**Facility D**" means the reducing revolving credit facility more particularly described in Section 2.7.

"**Facility D Commitments**" means the Commitments of the Facility D Lenders in respect of Facility D as set out in Schedule "A" attached hereto, as such Schedule may be amended from time to time.

"**Facility D Lenders**" means all Lenders who have agreed to provide Advances under Facility D and includes any other Lender which may replace or succeed a Lender in such capacity from time to time as a Lender under Facility D or otherwise becomes a Lender under Facility D pursuant to this Agreement;

"**Facility D Limit**" means an amount equal to AU $20,000,000, or such lesser amount after giving effect to the reductions of Facility D referred to in this Agreement (including, without limitation, Sections 3.1(e) and 3.4).

"**Facility D Maturity Date**" means July 23, 2017.

"**Facilities**" means collectively, Facility A (including for certainty the Swingline Facility), Facility C and Facility D and "**Facility**" means any of them.

"**Federal Funds Rate**" means, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of one percent) of the per annum interest rates on overnight Federal Funds transactions with members of the Federal Reserve System arranged by Federal Funds brokers as published in respect of such day on the next succeeding Banking Day by the Federal Reserve Bank of New York or, if such rate is not so published for any day that is a Banking Day, the average (rounded upwards, if necessary, to the next 1/100 of one percent) of the quotations for such day for such transactions received by the CAD Payment Agent from three Federal Funds brokers of recognized standing selected by it.

"**Financial Assistance**" means any guarantee, undertaking to assume, endorsement (other than the routine endorsement of cheques in the ordinary course of business), contingent agreement to purchase, repurchase or to provide funds for the payment of any obligation of any other Person or any other agreement, instrument or document under which a Person otherwise directly or indirectly becomes liable: (i) in respect of any obligation of any other Person, (ii) to maintain the solvency or any balance sheet or other financial condition of any other Persons (including keep-well covenants), or (iii) to make payment for any products, materials or supplies, or for any transportation or services regardless of the non-delivery or non-furnishing thereof, in any case, if the purpose or intent of such agreement is to provide assurance that such obligations will be paid or performed, or that agreements relating thereto will be complied with, or that the holder of such obligations will be protected against non-payment or non-performance in respect thereof; provided that the amount of each Financial Assistance shall be deemed to be the amount of the obligation guaranteed thereby unless the Financial Assistance is limited to a determinable amount, in which case the amount of such Financial Assistance shall be deemed to be the lesser of such determinable amount and the amount of such obligation.

"**Financial Closing Date**" means August 13, 2015 the date upon which all of conditions precedent listed in Section 6.1 have been satisfied or waived by the Lenders.

"**Financial Statements**" means financial statements as at a specified date and for the period then ended and shall include a balance sheet, statement of earnings, statement of changes in shareholders', partners' or unitholders' (as the case may be) equity, statement of cash flows and application of funds, together with comparative figures in each case (where a comparative period on an earlier statement exists), or the equivalents thereto under GAAP from time to time, all prepared, maintained and stated on a consolidated basis, in accordance with GAAP applied consistently.

"**First-Ranking Security Interest**" in respect of any Property means an Encumbrance in such Property which is registered where necessary or where the Lenders, acting reasonably, consider such registration desirable (and so advise the Borrowers) to record and perfect the charges contained therein and which ranks in priority to all other Encumbrances except for any Permitted Encumbrances which have priority in accordance with Applicable Law.

"**Fiscal Quarter**" means the three month period commencing on the first day of each Fiscal Year and each successive three (3) month period thereafter during such Fiscal Year.

"**Fiscal Year**" means the fiscal year of DPI ending on December 31st of each year, or such other fiscal year of DPI as agreed to by the Administrative Agent.

"**Fixed Charge Cover Ratio**" means at any time, the ratio of: (i) EBITDA less Unfunded Capital Expenditures, dividends and Cash Taxes, to (ii) the aggregate of cash Interest Expense and scheduled principal repayments on Funded Debt (but excluding any principal repayments made pursuant to Section 3.3(d)), all in respect of the previous twelve month period.

"**Foreign Financial Institution**" has the meaning ascribed to such term in Chapter 4 of the US Internal Revenue Code of 1986.

"**Fronting Fee**" means, at any time, in respect of each Letter of Credit issued under Facility A, a fronting or issuance fee calculated in respect of the Face Amount thereof on the basis of a 365 or 366 day year, as the case may be, for the period from the date of issue thereof to the expiry date thereof at a rate per annum equal to [redacted], payable solely for the account of the Facility A Fronting Lender.

"**Fronting Lender**" means (i) BMO in its capacity as a Lender issuing Letters of Credit hereunder in Canadian Dollars or U.S. Dollars under Facility A, or (ii) the Facility C Lender in its capacity as an AU Lender issuing Letters of Credit hereunder in Australian Dollars to the AU Borrowers under Facility C, or (iii) in respect of the Facility A Fronting Lender, if a Fronting Lender Default has occurred and is continuing in relation to a then current Fronting Lender, such other Lender as selected as a replacement Fronting Lender by the

Administrative Agent with the consent of the Borrowers, such consent not to be unreasonably withheld, and provided that such replacement Fronting Lender assumes, in writing, the obligation of issuing the applicable Letter of Credits under this Agreement.

"**Fronting Lender Default**" means the rating of the unsecured, senior long-term debt (not supported by third party credit enhancement) of a Facility A Fronting Lender is below A- by S & P or A3 by Moody's, or the unsecured, senior long-term debt (not supported by third party credit enhancement) of a Facility A Fronting Lender is not or ceases to be rated by at least one of such agencies.

"**Funded Debt**" means, with respect to any Person, without duplication:

(a) money borrowed (including, without limitation, by way of overdraft) or indebtedness represented by notes payable and drafts accepted representing extensions of credit;

(b) bankers' acceptances and similar instruments including without limitation any liabilities with respect to any indemnities given in respect of bankers' acceptances and similar instruments;

(c) letters of credit and letters of guarantee issued at the request of such Person;

(d) all obligations (whether or not with respect to the borrowing of money) that are evidenced by bonds, debentures, notes or other similar instruments, including without limitation, any indebtedness or liabilities of such Person that may be satisfied by the delivery of Shares of such Person to the holder thereof or to another Person on behalf of the holder, or that are not so evidenced but that would be considered by GAAP to be indebtedness for borrowed money;

(e) all redemption obligations and mandatory dividend obligations of such Person with respect to any Shares issued by such Person and which are by their terms or pursuant to any contract, agreement or arrangement:

    (i) redeemable, retractable, payable or required to be purchased or otherwise retired or extinguished, or convertible into Funded Debt of such Person at any time prior to twelve (12) months after the latest maturity date of any of the Facilities, (A) at a fixed or determinable date, (B) at the option of any holder thereof, or (C) upon the occurrence of a condition not solely within the control and discretion of such Person, or

    (ii) convertible into any other Shares described in (i) above;

(f) all Purchase Money Obligations and Capital Leases of such Person; and

(g) any Financial Assistance provided in respect of any part or all of an obligation included in items (a) through (f) above,

provided that, for purposes of the Financial Covenants, other than when calculating the Total Leverage Ratio to determine Applicable Margin, the Cash Operating Balance and Cash Inventory will be subtracted from the calculation of Funded Debt. For clarity, Bailment

Facilities are not and will not be considered Funded Debt for any purpose under this Agreement.

"**GAAP**" means generally accepted accounting principles which are in effect from time to time in Canada, as adopted and modified (if applicable) by CICA from time to time, applied on a consistent basis, which as of the date of this Agreement are IFRS.

"**Governmental/Judicial Body**" means:

(a) any government, parliament or legislature, any regulatory or administrative authority, agency, commission or board and any other statute, rule or regulation making entity having jurisdiction in the relevant circumstances,

(b) any Person acting within and under the authority of any of the foregoing or under a statute, rule or regulation thereof, and

(c) any judicial, administrative or arbitral court, authority, tribunal or commission having jurisdiction in the relevant circumstances.

"**Hazardous Materials**" means any hazardous substance or any pollutant or contaminant, toxic or dangerous waste, substance or material, as defined in or regulated by any Applicable Law, regulation or governmental authority from time to time, including, without limitation, asbestos and polychlorinated biphenyls.

"**Hedge Agreement**" means a Currency Hedge Agreement or an Interest Rate Hedge Agreement.

"**Hedge Obligations**" means the present and future obligations of the Credit Parties to the Hedge Providers pursuant to or arising in connection with all Hedge Agreements entered into by the Credit Parties (or any of them) and any Hedge Providers.

"**Hedge Provider**" means a Lender or any Affiliate of a Lender who has executed a Hedge Agreement with a Credit Party as permitted hereunder.

"**Hostile Acquisition**" means an unsolicited acquisition of the Shares of any Person that are publicly traded, or otherwise to facilitate, assist or participate in an acquisition of Shares of any Person that are publicly traded, where either the board of directors or the holders of not less than 90% of the Shares, or the equivalent of such Persons, have not approved such acquisition nor recommended the approval of such acquisition to the holders of such Shares.

"**IFRS**" means International Financial Reporting Standards including International Accounting Standards and Interpretations together with their accompanying documents which are set by the IASC Foundation, and the International Financial Reporting Interpretations Committee, the interpretative body of the IASC Foundation but only to the extent the same are adopted by the CICA as Generally Accepted Accounting Principles in Canada and then subject to such modifications thereto as are agreed by CICA.

"**Infocash**" means Infocash Holdings Limited, including the amalgamation successor resulting from the amalgamation of DirectCash Management UK Limited and Infocash Holdings Limited, and its successors and assigns.

"**Initial Advance**" means the first Advance (other than a Pounds Sterling LIBOR Advance) to a Borrower by the Lenders under this Agreement.

"**Initial Conditions Precedent**" has the meaning ascribed thereto in Section 6.1.

"**Insolvency Event**" means with respect to the Borrowers or any other Credit Party any of the following events:

(a) a Borrower or any other Credit Party shall become insolvent, or generally not pay its debts or meet its liabilities as the same become due, or suspend or threaten to suspend the conduct of its business, or admit in writing its inability to pay its debts generally, or declare any general moratorium on payment of its indebtedness, or propose a compromise or arrangement between it and any of its creditors;

(b) a Borrower or any other Credit Party shall make an assignment of its Property for the general benefit of its creditors whether or not under Canadian Applicable Laws or Australian Applicable Laws, or make a proposal (or file a notice of its intention to do so) whether or not under Canadian Applicable Laws or Australian Applicable Laws;

(c) a Borrower or any other Credit Party shall institute any proceeding seeking to adjudicate it an insolvent or bankrupt, or seeking liquidation, dissolution, winding-up, reorganization, administration, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its debts under any other statute, rule or regulation relating to insolvency, winding-up, insolvency, reorganization, administration, plans of arrangement, relief or protection of debtors (including under Canadian Applicable Laws or Australian Applicable Laws);

(d) a Borrower or any other Credit Party shall apply for the appointment of, or the taking of possession by, a receiver, interim receiver, administrative receiver, receiver/manager, custodian, administrator, trustee, liquidator or other similar official for it or any substantial part of its Property;

(e) a Borrower or any other Credit Party shall take any overt action to approve, consent to or authorize any of the actions described in (a) through (d) above;

(f) any petition shall be filed, application made or other proceeding instituted by a third party against or in respect of a Borrower or any other Credit Party:

    (i) seeking to adjudicate it an insolvent, or a declaration that an act of bankruptcy has occurred;

    (ii) seeking a receiving order against it including under the Bankruptcy and Insolvency Act (Canada);

(iii) seeking liquidation, dissolution, winding-up, reorganization, administration, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its debts under any statute, rule or regulation relating to bankruptcy, winding-up, insolvency, reorganization, administration, plans of arrangement, relief or protection of debtors (including the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) and any applicable *Business Corporations Act* or *Companies Act* or the AU Corporations Act); or

(iv) seeking the entry of an order for relief or the appointment of a receiver, interim receiver, administrative receiver, receiver/manager, custodian, administrator, trustee, liquidator or other similar official for it or any material part of its Property;

and such petition, application or proceeding shall continue undismissed, or unstayed and in effect, for a period of thirty (30) days after the institution thereof, provided that if an order, decree or judgment which is not stayed has been granted (whether or not entered or subject to appeal) against such Credit Party, as applicable, thereunder in the interim, such grace period shall cease to apply; or

(g) if any receiver, receiver manager or similar officer is appointed over a Credit Party, or over all or substantially all of the Property and assets of a Credit Party and such receiver, receiver manager or similar official is not removed or discharged within twenty (20) days of such appointment; provided however, such grace period shall cease to apply if the such Credit Party consents to such appointment, fails to diligently object and contest the appointment with appropriate proceedings, or if such receiver, receiver manager or similar official is not effectively stayed from realizing on the Property of such Credit Party.

"**Intercreditor Agreement**" means the amended and restated intercreditor agreement dated July 23, 2012, made between the Collateral Agent, the Administrative Agent and each Bailment Provider which is a party thereto each Credit Party and others, as supplemented by the side letter agreement dated on or about the date of this Agreement, pursuant to which, among other things each Bailment Provider that is a party thereto agrees (i) that its security is fully postponed and subordinate to the Security, other than with respect to its Bailment Collateral, and (ii) to a standstill of not less than 180 days under its security, as such intercreditor agreement may be amended, supplemented, restated or replaced from time to time.

"**Interest Expense**" means, with respect to any Person for any period, without duplication, interest expense of such Person calculated on a consolidated basis and in accordance with GAAP as the same would be set forth or reflected in a consolidated statement of earnings of such Person and, in any event and without limitation, shall include:

(a) all interest accrued or payable in respect of such period;

(b) all fees (including standby, letter of credit, guarantee, bankers' acceptances and commitment fees) accrued or payable in respect of such period, 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) the interest component of Capital Lease obligations;

(e) all realized net amounts charged or credited to interest expense under any Hedge Agreements.

"**Interest Payment Date**" means, with respect to Prime Rate Advances and U.S. Base Rate Advances, the first Banking Day of each calendar month.

"**Interest Rate Hedge Agreements**" means all present and future agreements, whether in the form of an ISDA Master Agreement, a futures contract, a swap transaction, an interest rate option, a cap transaction, floor transaction, collar transaction or otherwise, typically entered into for managing, mitigating or eliminating risks relating to interest rate fluctuations.

"**Investment**" means (a) any loans or other extension of credit (including the provision of Guarantees but excluding the provision of trade credit in the ordinary course) or capital contribution (including a transfer of Property) to, or acquisition of any Shares, bonds, notes, debentures or other securities of, any Person that does not constitute an Acquisition and is not Financial Assistance, and (b) any purchase of any Property constituting all or part of a business unit from any Person; and "Invest" and "Invested" shall be construed accordingly.

"**Lender Distress Event**" means, in respect of a Lender:

(a) such Lender or its Lender Parent 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, Canada or any other Governmental/Judicial Body);

(b) such Lender or its Lender Parent is otherwise adjudicated as, or determined to be, insolvent or bankrupt, in each case, by any Governmental/Judicial Body having regulatory authority over such Lender or Lender Parent or their respective assets;

(c) such Lender or its Lender Parent has a secured party take possession of all or substantially 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 of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case, within fifteen (15) days thereafter; or

(d) such Lender or its Lender Parent 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 (c) above, inclusive,

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/Judicial Body.

"**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, collectively, the CAD Lenders, the AU Lenders and the Facility C Lender, and "Lender" means any one of them.

"**Letter of Credit**" means a commercial or standby letter of credit or a bank letter of guarantee (in each case in a form acceptable to the applicable Fronting Lender, acting reasonably and in accordance with its usual and customary practice) in Canadian Dollars, U.S. Dollars or Australian Dollars, issued by the applicable Fronting Lender at the request and for the account of a Borrower pursuant to this Agreement.

"**Letter of Credit Advance**" means an Advance under this Agreement by the issuance of a Letter of Credit by the applicable Fronting Lender, at the request of a Borrower.

"**Letter of Credit Fee**" means, at any time, in respect of each Letter of Credit issued hereunder, a fee, calculated in respect of the Face Amount thereof on the basis of a 365 or 366 day year, as the case may be, for the period from the date of issue thereof to the expiry date thereof at a rate per annum equal to the Letter of Credit Rate.

"**Letter of Credit Limit**" means the maximum aggregate Face Amount of the issued and outstanding Letters of Credit issued by the Fronting Lenders on behalf of any of the Borrowers under this Agreement. As of the date hereof, the Letter of Credit Limit under Facility A is Cdn. $25,000,000 and is a portion of the Facility A Commitment and the Letter of Credit Limit under Facility C is AU $2,000,000 and is a portion of the Facility C Commitment.

"**Letter of Credit Rate**" means from time to time the per annum rate equal to: (i) in the case of Letters of Credit issued under Facility A, the applicable percentage rate per annum indicated below the reference to "Letter of Credit Rate" in the first table in the definition of "Applicable Margin"; and (ii) in the case of Letters of Credit issued under Facility C, the applicable percentage rate per annum indicated below the reference to "Letter of Credit Rate" in the second table in the definition of "Applicable Margin".

"**LIBOR Advances**" means U.S. LIBOR Advances and Pounds Sterling LIBOR Advances, as applicable and "**LIBOR Advance**" means any one of them.

"**LIBOR Period**" means the period selected by a Borrower for a LIBOR Advance which shall be 1, 2, 3, or 6 months commencing on the Drawdown Date, the Rollover Date or the Conversion Date of such Advance, provided that:

(a) in the case of a Rollover, the last day of each LIBOR Period shall also be the first day of the next LIBOR Period;

(b) the last day of each LIBOR Period shall be a Banking Day and, if not, such Borrower shall be deemed to have selected a LIBOR Period the last day of which is the first Banking Day following the last day of the LIBOR Period selected by such Borrower unless such Banking Day is in the immediately following calendar month, in which case such Borrower shall be deemed to have selected a LIBOR Period the last day of which is the last Banking Day immediately preceding the last day of the LIBOR Period; and

(c) the last day of each LIBOR Period shall be on or before the Facility A Maturity Date.

"**LIBOR Rate**" means, for any LIBOR Period and LIBOR Advance either:

(a) the simple average of the interest rates expressed as a percentage per annum (on the basis of a 360 day year in the case of a U.S. LIBOR Advance or on the basis of a 365 day year in the case of a Pounds Sterling LIBOR Advance) as quoted on the LIBOR 01 Page (or any other display substituted therefor) of Reuters Limited (or any successor thereto), at which deposits in U.S. Dollars, AU Dollars or Pounds Sterling, as applicable, are offered for deposit in the London interbank market at 11:00 a.m. (London time) on two (2) London Banking Days before the first day of the LIBOR Period with respect to the LIBOR Advance, for a period equal to the LIBOR Period and in an amount approximately equal to the applicable LIBOR Advance, plus, in the case of a Pounds Sterling LIBOR Advance and if applicable, the Mandatory Liquid Asset Costs applicable to such LIBOR Advance; or

(b) if such rates are not available at or about such time, the rate of interest expressed as a percentage per annum (on the basis of a 360 day year in the case of a U.S. LIBOR Advance, or on the basis of a 365 day year in the case of a Pounds Sterling LIBOR Advance) at which the CAD Payment Agent, in accordance with its normal practice, would be prepared to quote and offer leading banks in the London interbank market deposits in U.S. Dollars, AU Dollars or Pounds Sterling, as applicable, at 11:00 a.m. (London time) two (2) London Banking Days before the first day of the LIBOR Period with respect to the LIBOR Advance, for a period equal to the LIBOR Period and in an amount approximately equal to the amount of the applicable LIBOR Advance,

and in each such case, plus the applicable percentage rate per annum indicated below the reference to "LIBOR Rate" in the applicable table in subparagraph (a) of the definition of "Applicable Margin".

"**Loan Documents**" means this Agreement, all bankers' acceptance documentation, the Security, the Intercreditor Agreement, Drawdown Notices, Conversion Notices, Rollover Notices, Repayment Notices, Letter of Credit applications and indemnities, the letter agreements detailing the fees payable to the Administrative Agent and each Payment Agent, the Service Agreements, documents required to perfect and register the Security, and all other documents and instruments delivered or to be delivered to or for the benefit of the Administrative Agent and each Payment Agent, the Lenders and the Hedge Providers (or any of them) pursuant hereto or thereto, including without limitation Hedge Agreements entered into between a Credit Party and a Hedge Provider.

"**London Banking Day**" means a day (other than Saturday, Sunday or statutory holiday) which is a day for trading by and between banks in U.S. Dollar deposits, AU Dollar deposits or Pounds Sterling deposits, as the case may be, in the London Eurodollar interbank market.

"**Maintenance Capex**" means expenditures for the maintenance, repair, restoration or other preservation of the Capital Assets of a Person that are, in accordance with GAAP, classified as capital expenditures.

"**Majority Lenders**" means:

(a) where there is only one (1) Lender, such Lender;

(b) where there are two (2) Lenders, both of the Lenders; and

(c) where there are more than two (2) Lenders, two or more Lenders that hold 66 and 2/3% or more of the Total Commitment,

provided that in relation to any matters which affect only the Lenders under a particular Facility, the above shall be interpreted to apply only to those Lenders with a Commitment under such Facility.

"**Mandatory Liquid Asset Costs**" means, with respect to a Pounds Sterling LIBOR Advance and if applicable to a Lender making a Pounds Sterling LIBOR Advance, the cost to such Lender of complying with the mandatory liquid asset costs or other similar requirements of the Bank of England from time to time and any other reserve asset cost requirements imposed by applicable regulatory authorities in the United Kingdom as determined by such Lender.

"**Material Adverse Effect**" means any matter, event or circumstance that individually or in the aggregate has a material adverse effect on:

(a) the business, financial condition, operations, Property, assets or undertaking of the Credit Parties taken as a whole;

(b) the ability of a Credit Party to pay and perform its Obligations in accordance with this Agreement or any of the Security;

(c) the validity or enforceability of this Agreement or any other Loan Document;

(d) the rights and remedies of the Administrative Agent, the Payment Agents, the Collateral Agent, or the Lenders under the Loan Documents; or

(e) the priority ranking of any of the Encumbrances granted by the Security or the rights or remedies intended or purported to be granted to the Administrative Agent, the Payment Agents, the Collateral Agent and the Lenders under or pursuant to the Security.

"**Material Contract**" means any agreement entered into by any Credit Party from time to time that (i) has aggregate payments thereunder (including upon termination) in an amount equal to or greater than 10% of DPI's annual revenue; (ii) is considered a material contract for the purpose of GAAP or "material" for the purposes of applicable securities regulations; or (iii) except with respect to site leases, the breach, default or termination of which would reasonably be expected to have a Material Adverse Effect. Without limiting the generality of the foregoing but for greater certainty, “Material Contracts” shall include each Bailment Facility, the DC Agreements and any agreement relating to Senior Note Debt.

“**Material Subsidiary**” means, at any time, any direct or indirect Subsidiary of DPI: (i) whose total assets constitute more than 5% of the book value of the total assets of DPI determined on a consolidated basis in accordance with GAAP, (ii) whose total revenue for the then preceding consecutive four (4) Fiscal Quarters constitutes more than 5% of the consolidated revenue of DPI for such preceding consecutive four (4) Fiscal Quarters, (iii) whose total EBITDA for the then preceding consecutive four (4) Fiscal Quarters constitutes more than 5% of the consolidated EBITDA of DPI for such preceding consecutive four (4) Fiscal Quarters, (iv) who has guaranteed the Obligations of the Borrowers and provided the applicable Security to the Collateral Agent, or (v) is not otherwise a “Material Subsidiary” but has provided a guarantee or security to a Bailment Provider or to or on behalf of the holders of the Senior Note Debt. The Material Subsidiaries as of the Financial Closing Date are set out in Schedule “I” attached hereto.

“**Maturity Date**” means (i) with respect to Facility A, the Facility A Maturity Date, (ii) with respect to Facility B, the Facility B Maturity Date, (iii) with respect to Facility C, the Facility C Maturity Date, and (iv) with respect to Facility D, the Facility D Maturity Date, but in each case, subject to earlier acceleration upon the occurrence of an Event of Default as provided in Section 10.2; and “**Maturity Dates**” shall mean the Facility A Maturity Date, the Facility B Maturity Date, the Facility C Maturity Date and the Facility D Maturity Date.

“**Moody's**” means Moody's Investors Services, Inc. and any successor thereto to which is issuing nationally accepted securities ratings.

“**NAB**” means National Australia Bank Limited, together with its successors and assigns.

“**Non BA Lender**” means a Lender which does not or is not permitted by Applicable Law or by customary market practices to stamp, for purposes of subsequent sale, or accept, a Bankers' Acceptance.

“**Notional Bankers' Acceptances**” has the meaning ascribed thereto in Section 7.8(a).

“**Obligations**” means, at any time: (i) all direct and indirect, contingent and absolute obligations and liabilities of the Credit Parties (and each of them) to the Administrative Agent, each Payment Agent and the Lenders under or in connection with this Agreement and the other Loan Documents (specifically including for greater certainty all guarantees provided hereunder) at such time, specifically including the Outstanding Principal, all accrued and unpaid interest thereon, and all fees, expenses and other amounts payable pursuant to this Agreement and the other Loan Documents; plus (ii) the obligations under any Hedge Agreements entered into between a Credit Party and a Hedge Lender at such time; plus (iii) the obligations under Service Agreements (if any) at such time; except that if otherwise specified or required by the context, “Obligations” shall mean any portion of the foregoing.

“**Outstanding Principal**” means, at any time, in respect of: (i) Facility A, the aggregate of the Canadian Dollar Equivalent of: (a) the principal amount of all Prime Rate Advances, U.S. Base Rate Advances, and LIBOR Advances outstanding under Facility A; (b) the Face

Amount of all Letters of Credit outstanding under Facility A; and (c) the Face Amount of all BA Advances and BA Equivalent Advances outstanding under Facility A; (ii) Facility B, the aggregate of: (a) the principal amount of all Prime Rate Advances outstanding under Facility B; and (b) the Face Amount of all BA Advances and BA Equivalent Advances outstanding under Facility B, and (iii) Facility C and Facility D, the aggregate of the (a) principal amount of all BBSY Advances outstanding under Facility C and Facility D, and (b) the Face Amount of all Letters of Credit outstanding under Facility C, in each case, in Australian Dollars.

"**Party**" means each Person that has executed this Agreement and each Person that subsequently becomes a Lender hereunder and "**Parties**" means all of them; provided however, a Lender shall cease to be a Party upon the repayment to such Lender of all Obligations owed to it hereunder and the cancellation or termination of the Commitment of such Lender in accordance with this Agreement.

"**Payment Agents**" means, collectively, the AU Payment Agent and the CAD Payment Agent, and "**Payment Agent**" means any of them.

"**Permits**" means governmental licenses, authorizations, consents, registrations, exemptions, permits and other approvals required by Applicable Law.

"**Permitted Acquisitions**" means:

(a) any Acquisition that satisfies each of the following:

(i) the total consideration for each such Acquisition does not exceed Cdn. $7,500,000 and the aggregate consideration for all Acquisitions over the term of the Facilities does not exceed Cdn. $9,528,000;

(ii) no Default or Event of Default shall have occurred or be continuing at the time of such Acquisition or would result after giving effect to such Acquisition;

(iii) after giving effect to the Acquisition, DPI is in pro forma compliance with all of the covenants hereunder, including confirmation that the proforma Total Leverage Ratio shall be 0.25:1.0 below the applicable Total Leverage Ratio set out in Section 9.4(a), however, the proforma Total Leverage Ratio shall not be greater than 3.0:1.0, calculated based on adjusted EBITDA for the most recently ended twelve months;

(iv) unless DPI has access to bailment funds pursuant to a Bailment Facility of not less than Cdn. $50,000,000 for use in DPI's Canadian business, the availability under Facility A after giving effect to such Acquisition is not less than Cdn. $25,000,000;

(v) within 30 days of the closing of the Acquisition, the acquired entity, if it is a Material Subsidiary, delivers to the Collateral Agent all Security and other deliveries required under Section 5.3(a) and the other requirements in this Agreement in respect of Material Subsidiaries are satisfied;

(vi) the Acquisition does not constitute a Hostile Acquisition;

(vii) the acquired entity is in the same or similar business as the Borrowers; and

(viii) the acquired entity has positive EBITDA for its most recent 4 Fiscal Quarters or, with respect to certain tax related transactions only, DPI's business model with respect to such Acquisitions, as disclosed to the Administrative Agent, indicates that the Acquisition will be accretive to DPI's cash flow on a consolidated basis.

"**Permitted Asset Dispositions**" means Asset Dispositions in respect of which any of the following are satisfied:

(a) Asset Dispositions with respect to obsolete, worn-out, surplus or redundant Property made in the ordinary course of business of the Credit Party making such Asset Disposition and for the purpose of carrying on same;

(b) Asset Dispositions made by a Credit Party to another Credit Party; and

(c) any other Asset Disposition not provided for in (a) or (b) above, provided that the aggregate amount of all such Asset Dispositions by the Credit Parties in any Fiscal Year does not exceed an amount equal to $10,000,000,

provided, in each case, no Default or Event of Default shall have occurred and be continuing or shall occur as a result of such Asset Disposition.

"**Permitted Debt**" means with respect to any Credit Party:

(a) the Obligations;

(b) any indebtedness owing by a Credit Party to another Credit Party; provided that any security granted in connection with such Indebtedness is assigned to the Lenders or is otherwise the subject of the Security;

(c) indebtedness of any Credit Party arising in connection with Capital Leases or Purchase Money Obligations, provided that the aggregate outstanding amount of such Indebtedness arising in connection with Capital Leases and Purchase Money Obligations of all of the Credit Parties shall not at any time in the aggregate exceed an amount equal to $5,000,000;

(d) Senior Note Debt;

(e) Permitted Subordinated Indebtedness; and

(f) any other Funded Debt, provided it is unsecured and does not at any time exceed $5,000,000 in aggregate for all the Credit Parties.

For clarity, Bailment Facilities are not and will not be considered indebtedness for any purpose under this Agreement.

"**Permitted Encumbrances**" means, with respect to any Credit Party, the following:

(a) Encumbrances for Taxes, rates, assessments or other governmental charges or levies not yet due (or if overdue are being contested by such Person diligently and in good faith by appropriate proceedings);

(b) Purchase Money Security Interests and Capital Leases, provided such Purchase Money Security Interests and Capital Leases, in respect of the Credit Parties, do not in the aggregate secure obligations in excess of $5,000,000;

(c) inchoate Encumbrances imposed or permitted by laws such as garagemens' liens, carriers' liens, builders' liens, materialmens' liens and other liens, privileges or other charges of a similar nature which relate to obligations not due or delinquent or if due or delinquent are being contested by such Person diligently and in good faith by appropriate proceedings;

(d) Encumbrances to secure its assessments or current obligations which are not at the time overdue or otherwise dischargeable by the payment of money, and which are incurred in the ordinary course of its business under workers' compensation laws, unemployment insurance or other social security legislation or similar legislation, provided that such Encumbrances are in amounts commensurate with such current obligations;

(e) Encumbrances or any rights of distress reserved in or exercisable under any lease or sublease to which it is a lessee which secure the payment of rent or compliance with the terms of such lease or sublease, provided that such rent is not then overdue and it is then in compliance in all material respects with such terms;

(f) the right reserved to or vested in any Governmental/Judicial Body by the terms of any lease, license, grant or Permit or by any statutory or regulatory provision to terminate any such lease, license, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;

(g) the Security;

(h) Encumbrances granted to the Bailment Providers but only to the extent that such Encumbrances are subject to and governed by the terms and conditions of the Intercreditor Agreement;

(i) the Encumbrance of any judgment rendered, or claim filed, against any Credit Party which such Credit Party shall be contesting in good faith and which would not otherwise result in the occurrence of an Event of Default;

(j) any Encumbrance in favour of a public utility or any municipality or governmental or other public authority when required by such public utility or municipality or other governmental authority in the ordinary course of the business of any Credit Party in connection with operations of such Credit Party if any such Encumbrance does not, either alone or in the aggregate, materially impair the use of any property or assets subject to such Encumbrance in the conduct of the business of the Credit Parties taken as a whole;

(k) any Encumbrance the satisfaction of which has been provided for by deposit with the Administrative Agent of cash or a Surety Bond or other security satisfactory to the Administrative Agent, acting reasonably, in an amount sufficient to pay the liability in respect of such Encumbrance and all costs and expenses relating thereto in full;

(l) provided that such transactions are not restricted by any other terms and conditions of this Agreement, any Encumbrance provided for by one of the following transactions if the transaction does not secure the payment or performance of an obligation:

(i) a transfer of an account or chattel paper in respect of which a Credit Party is the transferor; and

(ii) a commercial consignment in respect of which a Credit Party is the consignee; and

(iii) a PPS lease in respect of which a Credit Party is the lessee (provided for greater certainty, such PPS Lease is not considered to be a Capital Lease or if it is considered to be a Capital Lease, it is included in the limit set out in (b) above);

where the terms "account", "chattel paper", "commercial consignment" and "PPS lease" have the meanings given to them in the *Personal Property Securities Act 2009* (Cth) of Australia;

(m) Encumbrances on funds deposited by the Credit Parties from time to time with Bailment Providers (other than Santander) in an amount of up to AU $150,000 (or the equivalent in another currency) in the aggregate, as contemplated in paragraph (d) in the "Bailment Collateral" definition;

(n) other Encumbrances agreed to in writing by all of the Lenders; and

(o) the Coutts Security, but only to the extent that the Coutts Security is subject to and governed by the terms and conditions of the Coutts Priority Agreement,

provided that in each case where it is contesting any obligations, Taxes or assessments as contemplated herein, such Encumbrances shall only be Permitted Encumbrances: (A) if such Credit Party establishes to the satisfaction of the Lenders (acting reasonably) a sufficient reserve for, or if requested by the Lenders, deposits with a court of competent jurisdiction or the assessing authority, or to such other Person as is acceptable to the Lenders, acting reasonably, sufficient funds or a Surety Bond, for the total amount claimed to be secured by such Encumbrances, where the application of such reserve, funds or Surety Bond would result in their discharge, and (B) for so long as such contestation effectively postpones the enforcement of the rights of the holder thereof.

"**Permitted Financial Assistance/Investments**" means, with respect to any Credit Party:

(a) Financial Assistance provided to the Collateral Agent, a Bailment Provider, to another Credit Party or to the holder of any Senior Note Debt;

(b) any Investments made with respect to any Permitted Acquisition; and

(c) other Financial Assistance granted or Investments made by a Credit Party, provided that the aggregate amount of such Financial Assistance and Investments of all of the Credit Parties is not at any time greater than $15,000,000.

"**Permitted Subordinated Indebtedness**" means with respect to the Credit Parties, all indebtedness created, incurred, assumed or guaranteed by any Credit Party and which is owing to a Person or Persons other than to DPI or an Affiliate of DPI, provided that such indebtedness will only be "Permitted Subordinated Debt" if such indebtedness is subordinated and postponed to the prior payment and performance of the Obligations on terms which reflect in all material respects the following:

(a) all such indebtedness shall be unsecured, shall have a maturity date that is at least 6 months after the latest Maturity Date of any of the Facilities and there shall be no scheduled principal payments before such maturity date;

(b) upon the occurrence of a Default or Event of Default, all amounts payable in respect of such indebtedness will be postponed, subordinated and junior in right of payment to all Obligations or any Financial Assistance provided in connection therewith;

(c) there shall be a standstill period of not less than one hundred and eighty (180) days that shall apply after any default in respect of such indebtedness; and

(d) that upon any distribution of assets, dissolution, winding up, liquidation or reorganization of a Credit Party, all Obligations shall first be paid in full before any payment is made on account of such Indebtedness.

"**Person**" includes any natural Person, corporation, limited liability company, trust, association, company, partnership, unincorporated association, estate, joint venture, Governmental/Judicial Body or other entity.

"**Pounds Sterling**" and the symbol "£" each means lawful money of the United Kingdom.

"**Pounds Sterling LIBOR Advances**" means Advances in Pounds Sterling bearing interest based on the LIBOR Rate for such Advances.

"**Prime Rate**" means, on any day with respect to a Prime Rate Advance under Facility A, the greater of:

(a) the floating annual rate of interest announced from time to time by the CAD Payment Agent as being its reference rate then in effect for determining interest rates on Canadian Dollar denominated loans made by it to its customers in Canada and designated as its "prime rate"; and

(b) a rate of interest per 365 or 366 day period, as applicable, equal to the CDOR Rate for one month Canadian Dollar bankers' acceptances plus [redacted] bps,

plus the applicable percentage rate per annum indicated for the "Prime Rate" in the tables in the definition of "Applicable Margin".

“**Prime Rate Advance**” means an Advance in Canadian Dollars bearing interest based on the Prime Rate and includes deemed Prime Rate Advances provided for in Sections 7.10 and 7.20(g) and any Advances affected by a Borrower maintaining an overdraft in Canadian Dollars in its Designated Account.

“**Proceeds of Realization**”, in respect of the Security or any portion thereof, means all amounts received by the Collateral Agent, the Administrative Agent, any Payment Agent and any Lender in connection with:

(a) any realization thereof, whether occurring as a result of enforcement or otherwise;

(b) any sale, expropriation, loss or damage or other disposition of Property or any portion thereof; and

(c) the bankruptcy or winding-up of any Credit Party or any other distribution of their assets to creditors,

together with all other amounts which are expressed or deemed to constitute Proceeds of Realization in this Agreement.

“**Property**” means, with respect to any Person, all or any portion of its undertaking, property and assets.

“**Proportionate Share**” means in respect of each Lender from time to time:

(a) subject to paragraphs (b) and (c) below, in the context of any Lender's obligation to provide Advances under a Facility, such Lender's Commitment under such Facility determined without regard to the Swingline Limit and the Facility A Pounds Sterling Tranche Limit divided by the aggregate amount of all Lenders' Commitments under such Facility determined without regard to the Swingline Limit and the Facility A Pounds Sterling Tranche Limit;

(b) in the context of the obligation of a Facility A Lender to provide Advances under Facility A, such Facility A Lender's Commitment divided by the aggregate amount of all Facility A Lender Commitments;

(c) in the context of the obligation of a Facility A Lender to provide Advances under the Facility A Pounds Sterling Tranche, such Facility A Lender's Commitment divided by the aggregate amount of all Facility A Pounds Sterling Tranche Commitments;

(d) in the context of the obligation of a Facility B Lender to provide Advances under Facility B, such Facility B Lender's Commitment divided by the aggregate amount of all Facility B Lender Commitments;

(e) in the context of the obligation of a Facility D Lender to provide Advances under Facility D, such Facility D Lender's Commitment divided by the aggregate amount of all Facility D Lender Commitments;

(f) in the context of any Lender's entitlement to receive payments of principal, interest or fees under a Facility, the Outstanding Principal due to such Lender under such

Facility divided by the aggregate amount of the Outstanding Principal due to all Lenders under such Facility; and

(g) in the context of any Lender's entitlement to receive payments of principal, interest or fees after an Acceleration Notice is given or deemed to be given to the Borrowers, the Canadian Dollar Equivalent of all outstanding obligations due to each Lender and each Hedge Provider that is an Affiliate of such Lender under all of the Loan Documents divided by the Canadian Dollar Equivalent of the aggregate amount of the outstanding Obligations due to all Lenders and all Hedge Providers under all of the Loan Documents,

as any of the foregoing amounts may be cancelled, reduced, or not available from time to time pursuant to this Agreement or assigned pursuant to Section 10(b) of the CBA Model Provisions.

"**Purchase Money Obligations**" means any indebtedness incurred, assumed or owed by a Person as all or part of, or incurred or assumed by such Person to provide funds to pay all or part of the purchase price of any Property acquired by such Person, provided that no Credit Party or any Affiliate thereof, immediately prior to entering into an agreement for the acquisition of such Property, owns or has any interest in, or any entitlement to own, or has any interest in, the Property or a portion thereof being so acquired.

"**Purchase Money Security Interest**" means an Encumbrance created by a Person securing Purchase Money Obligations, provided that (i) such Encumbrance is created within such period of time as is required to perfect the security interest in such assets as a purchase money security interest under Applicable Law, (ii) such Encumbrance does not at any time Encumber any Property other than the Property financed by such Purchase Money Obligations and the proceeds of such Property, (iii) the amount of Purchase Money Obligations secured thereby is not increased subsequent to such acquisition, and (iv) the principal amount of Purchase Money Obligations secured by any such Encumbrance at no time exceeds 100% of the original purchase price of such Property at the time it was acquired.

"**Release**" means any presence, release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, leaching or migration of any element or compound in or into the indoor or outdoor environment (including the abandonment or disposal of any barrels, tanks, containers or receptacles containing any contaminant), or in, into or out of any vessel or facility, including the movement of any contaminant through the air, soil, subsoil, surface, water, ground water, rock formation or otherwise which is or may be (under any circumstances, whether or not they have occurred).

"**Relevant Jurisdiction**" means from time to time, any province or territory in Canada or other relevant political subdivision of any other jurisdiction in which any Credit Party is organized, has material Property or in which it carries on material business.

"**Repayment**" means a repayment by the Borrowers (or any of them) to the Administrative Agent or the Payment Agents (or any one of them) on behalf of the Lenders of any portion of the Obligations.

“**Repayment Notice**” means a notice to effect a repayment hereunder substantially in the form annexed hereto as Schedule “E”.

“**Responsible Officer**” means the chief executive officer, president, any executive vice-president, the chief financial officer, any vice-president or treasurer of a Credit Party, as applicable.

“**Restructuring Transaction**” means a corporate reorganization or other transaction intended to effect a consolidation, amalgamation, merger, liquidation, winding-up or dissolution of a Person.

“**Rollover**” means a rollover of a BA Advance and the corresponding BA Equivalent Advance into another BA Advance and another BA Equivalent Advance, respectively, a rollover of a LIBOR Advance into another LIBOR Advance, a rollover of a BBSY Advance into another BBSY Advance, a rollover of a Letter of Credit Advance into another Letter of Credit Advance, each as permitted hereby, and “**Rolled Over**” has a corresponding meaning.

“**Rollover Date**” means the date of (i) commencement of a new BA Interest Period applicable to a BA Advance and the corresponding BA Equivalent Advance, (ii) commencement of a new LIBOR Period applicable to a LIBOR Advance, (iii) commencement of a new BBSY Period applicable to a BBSY Advance, and (iv) the date of an extension or renewal of a Letter of Credit Advance, in each case being Rolled Over.

“**Rollover Notice**” means a notice requesting a Rollover hereunder substantially in the form annexed hereto as Schedule “F”.

“**Santander**” means Santander UK plc. together with its successors and assigns.

“**Schedule I BA Reference Lenders**” means up to three Lenders that are banks referred to in Schedule I of the *Bank Act* (Canada), as may from time to time be designated by the CAD Payment Agent for such purpose and approved by the Borrowers, such approval not to be unreasonably withheld.

“**Section**” means the designated section of this Agreement.

“**Security**” means the guarantees and security documents held from time to time by the Collateral Agent, securing or intended to guarantee or secure payment and performance of the Obligations, including without limitation the guarantees and security described in Section 5.1.

“**Senior Note Debt**” means the indebtedness under any Senior Notes, provided that each of the following conditions are satisfied:

(a) to the extent the Senior Notes are secured or otherwise if required by market conditions, all of the obligations under the Senior Notes are subordinated to the Obligations;

(b) there are no scheduled principal payments before, and the due date with respect to repayment of any Senior Notes extends at least to, six (6) months beyond the later of the Facility A Maturity Date, the Facility C Maturity Date and the Facility D Maturity Date;

(c) the Senior Notes do not provide for financial covenants that must be observed or maintained by a Credit Party;

(d) all of the covenants contained in the Senior Notes are not, taken as a whole, materially more restrictive than those set forth in this Agreement or any other Loan Document; provided however, that the inclusion of any covenant that is customary with respect to such type of debt and that is not found in this Agreement or any other Loan Document shall not be deemed to be more restrictive for purposes of this paragraph (e); and

(e) the Senior Notes do not have any restrictions on (i) the ability of any Borrower to amend the terms of the Facilities, (ii) the ability of DPI or any Subsidiary of DPI to guarantee the obligations under the Facilities or otherwise provide Financial Assistance to the Borrowers, with respect to the Facilities, (iii) the ability of any Credit Party to pledge assets as collateral security for the Obligations, or (iv) the ability of any Credit Party to incur the Obligations incurred by it.

"**Senior Notes**" means the senior notes to be issued by DPI or such other Credit Party pursuant to a trust indenture evidencing Senior Note Debt.

"**Senior Secured Debt**" means, with respect to DPI and determined on a consolidated basis, the aggregate amount of Funded Debt less (i) the Senior Note Debt, and (ii) Permitted Subordinated Indebtedness.

"**Senior Secured Debt to EBITDA Ratio**" means at any time the ratio of Senior Secured Debt to EBITDA.

"**Service Agreements**" means all agreements from time to time made between a Borrower and either a Lender or any Affiliate of a Lender in respect of cash management, payroll, settlement, credit card or other banking services.

"**Settlement Amount**" means an amount equal to the value of cash in any applicable currency withdrawn from a Credit Party's ATM by a Cardholder pursuant to an ATM Transaction.

"**Shares**" means shares in the capital stock of any corporation or other ownership interests in a partnership or trust or other Person including without limitation, common shares, preferred shares and other shares, units or interests which carry a residual right to participate in the earnings of such corporation, partnership, trust or other Person or, upon the liquidation or winding up of such corporation, partnership, trust or other Person, to share in its assets.

"**S&P**" means Standard & Poor's Rating Group, a division of McGraw Hill Companies, Inc., and its successors.

"**Standby Fees**" means the fees payable to: (i) the Swingline Lender in respect of the undrawn Swingline Facility Commitment as provided in Section 4.2(a); (ii) the Facility A

Lenders in respect of the undrawn Facility A Commitment, as provided for in Section 4.2(b); (iii) the Facility B Lenders in respect of the undrawn Facility B Commitment, as provided for in Section 4.2(c); (iv) the Facility C Lender in respect of the undrawn Facility C Commitment, as provided for in Section 4.2(d); and (v) the Facility D Lenders in respect of the undrawn Facility D Commitment, as provided for in Section 4.2(e).

"**Standby Fee Rate**" means from time to time, the per annum percentage equal to the applicable percentage rate per annum indicated below the reference to "Standby Fee Rate" in the definition of "Applicable Margin".

"**Subsidiary**" means, as to any Person, another Person in which such Person and/or one or more of its Subsidiaries owns, directly or indirectly, sufficient voting Shares to enable it or them (as a group) to ordinarily elect a majority of the directors (or Persons performing similar functions) of such entity, and any partnership or trust, if more than a 50% interest in the profits or capital thereof is owned by such Person and/or one or more of its Subsidiaries. Unless the context otherwise clearly requires, any reference herein to a "Subsidiary" is a reference to a Subsidiary of DPI.

"**Surety**" means a Person who issues Surety Bonds in favour of a Credit Party (or any or all of them).

"**Surety Bond**" means a contract of suretyship, undertaking, or instrument of guarantee or indemnity, an agreement or consent to provide such a contract of suretyship, undertaking, or instrument, and the continuation, extension, alteration, amendment, increase, decrease, renewal or substitution of such contract of suretyship, undertaking, instrument, agreement or consent, in respect of a Credit Party (or any or all of them, if more than one, and whether in its own name solely or as a co-adventurer with others) issued by a Surety (or any or all of them) or by any predecessor by amalgamation of a Surety (or any or all of them) or any successor of Surety (or any or all of them).

"**Suspending Lenders**" means:

(a) in the case of a BA Advance under Facility A, Facility A Lenders holding at least 25% of the Facility A Commitments;

(b) in the case of a BA Advance under Facility B, Facility B Lenders holding at least 25% of the Facility B Commitments;

(c) in the case of a U.S. LIBOR Advance under Facility A, Facility A Lenders holding at least 25% of the Facility A Commitments;

(d) in the case of a BBSY Advance under Facility D, Facility D Lenders holding at least 25% of the Facility D Commitments; and

(e) in the case of a Pounds Sterling LIBOR Advance under Facility A, Facility A Lenders holding at least 25% of the Facility A Pounds Sterling Tranche Commitments.

"**Swingline Facility**" means a revolving facility to be made available to the Borrowers up to the Swingline Facility Limit. The Swingline Facility is a portion of Facility A and amounts outstanding under the Swingline Facility are Obligations of the Borrowers under Facility A.

"**Swingline Facility Commitment**" means the Commitment of the Swingline Lender in respect of the Swingline Facility set out in Schedule "A" attached hereto, as such Schedule may be amended from time to time.

"**Swingline Facility Limit**" means the maximum principal amount that may at any time be outstanding under the Swingline Facility, which as of the date hereof is the maximum aggregate amount of $7,500,000.

"**Swingline Lender**" means BMO in respect of Advances made by it to the Borrowers under the Swingline Facility, and its successors and assigns in such capacity.

"**Swingline Lender's Account Branch**" means the branch of the Swingline Lender which is initially situated at 350 - 7 Avenue S.W., Calgary, Alberta, T2P 3N9, or such other branch in Canada as the Swingline Lender may from time to time notify the Borrowers.

"**Taxes**" means all income taxes, property taxes, capital taxes and other taxes, levies, imposts, value added taxes, goods and services taxes, stamp taxes, duties, deductions, withholdings and similar impositions payable, levied, collected, withheld or assessed as of the date of this Agreement or at any time in the future under Applicable Laws and all interest and penalties thereon (excluding, in the case of a Lender, taxes on the overall income of such Lender), and "Tax" shall have a corresponding meaning.

"**Total Commitment**" means the aggregate of the Facility A Commitments, the Facility B Commitments, the Facility C Commitment and the Facility D Commitments of all the Lenders, as the same may be reduced from time to time as herein provided. As of the date hereof the Total Commitment is the aggregate amount of Cdn. $115,000,000 and the Canadian Dollar Equivalent of AU $35,000,000. The Total Commitment shall be calculated based on the Exchange Rate in effect on the date such Total Commitment is calculated.

"**Total Leverage Ratio**" means at any time, the ratio of Funded Debt to EBITDA.

"**UK Bailment Facility**" means the bailment facility provided by Santander originally to Cash Services Limited which may be novated to DC Payments.

"**Unfunded Capital Expenditures**" means, directly or indirectly, all Capital Expenditures of DPI financed other than by (i) equity investments made by the holders of Shares in DPI, (ii) Advances under the Facilities, or (iii) Capital Leases or Purchase Money Obligations.

"**U.S. Base Rate**" means, on any day with respect to a U.S. Base Rate Advance under any Facility, the greater of:

(a) the floating annual rate of interest announced from time to time by the CAD Payment Agent as being its reference rate then in effect for determining interest rates on U.S. Dollar denominated loans made by it to its customers in Canada and designated as its "base rate"; and

(b) a rate of interest per 365 or 366 day period, as applicable, equal to the Federal Funds Rate plus [redacted] bps, plus the applicable percentage rate per annum indicated for the "U.S. Base Rate" in the tables in the definition of "Applicable Margin".

"**U.S. Base Rate Advance**" means an Advance in U.S. Dollars bearing interest based on the U.S. Base Rate and includes deemed U.S. Base Rate Advances provided for in Sections 7.16.and 7.20(g) and any Advances affected by a Borrower maintaining an overdraft in U.S. Dollars in its Designated Account.

"**U.S. LIBOR Advance**" means a borrowing in U.S. Dollars bearing interest based on the LIBOR Rate.

"**Vault Cash**" means the cash of a Credit Party that is placed into the cash cassette of an ATM.

1.2 Joint and Several Liability of the Borrowers

The Obligations owing to the Administrative Agent, the Payment Agents and each of the Lenders and the Hedge Providers by each Borrower under this Agreement shall be jointly and severally binding on each Borrower. The Administrative Agent, the Payment Agents and the Lenders, without exonerating in whole or in part any Borrower, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting, registering, renewing or realizing upon securities of, or may accept compositions from and may otherwise deal with any of the Borrowers and all other Persons and securities as any of the Lenders and the Administrative Agent, the Payment Agents may see fit without affecting the liability of the Borrowers (or any of them) under this Agreement and the other Loan Documents. Without in any manner limiting the generality of the foregoing, each Borrower agrees that the Administrative Agent, the Payment Agents and the Lenders may, from time to time, consent to any action or non-action of any Borrower which, in the absence of such consent, violates any provision of the Loan Documents, with or without consideration on such terms and conditions as may be acceptable to Administrative Agent, the Payment Agents and the Lenders, without in any manner affecting or impairing the liability of each Borrower hereunder. Each of the Administrative Agent, the Payment Agents, the Lenders and the Hedge Providers shall be entitled to receive payment from or performance by any Borrower of the Obligations without first being obligated to exhaust its recourse against any other Borrower or other Person or the securities it may hold.

1.3 BA Equivalent Advances

All references herein to a "BA Advance" shall, unless otherwise expressly provided herein or unless the context otherwise requires, be deemed to include BA Equivalent Advance made by a Non BA Lender as part of an Advance by way of Bankers' Acceptances, and all references herein to "Bankers' Acceptances" shall, unless otherwise expressly provided herein or unless the context otherwise requires, be deemed to include Notional Bankers' Acceptances.

1.4 Knowledge

Where any representation, warranty or other provision of this Agreement is qualified by reference to the knowledge of a Credit Party, it shall be deemed to refer to the actual knowledge of the Responsible Officers of such Credit Party after having made reasonable inquiries.

1.5 Schedules

Schedule “A”	-	Commitments of Lenders
Schedule “B”	-	Compliance Certificate
Schedule “C”	-	Conversion Notice
Schedule “D”	-	Drawdown Notice
Schedule “E”	-	Repayment Notice
Schedule “F”	-	Rollover Notice
Schedule “G”	-	Intentionally Deleted
Schedule “H”	-	CBA Model Provisions, including Exhibits attached thereto: Exhibit A – Form of Assignment and Assumption Agreement Exhibit B – Information Form
Schedule “I”	-	Credit Party and Subsidiary Disclosure Schedule

ARTICLE 2
THE CREDIT

2.1 Facility A, Facility A Pounds Sterling Tranche and Swingline Facility - Amount and Availment Options

(a) Facility A. The Facility A Lenders agree, upon and subject to the terms of this Agreement, to provide Facility A for the use of the Borrowers in an aggregate principal amount up to the Facility A Limit (less the Obligations outstanding from time to time under the Swingline Facility), provided that the obligation of the Facility A Lenders to provide Facility A Advances under Facility A shall terminate immediately upon earlier of (i) the Facility A Maturity Date and (ii) the Administrative Agent giving, or being deemed to give, an Acceleration Notice pursuant to Section 10.2. At the option of the Borrowers, Facility A (other than the Facility A Pound Sterling Tranche and the Swingline Facility) may be used (i) by requesting Prime Rate Advances, (ii) by requesting U.S. Base Rate Advances, (iii) by requesting U.S. LIBOR Advances (subject to Section 7.17), (iv) by requesting BA Advances and BA Equivalent Advances (as applicable and subject to Section 7.15), and (v) by requesting Letter of Credit Advances.

(b) Facility A Pounds Sterling Tranche. The Facility A Pounds Sterling Tranche shall be established from time to time upon a Facility A Lender providing Facility A Pounds Sterling Tranche Commitments. The Facility A Pounds Sterling Tranche Commitments shall be denominated in Pounds Sterling and shall reduce the other Commitments (other than the Swingline Facility Commitment) under Facility A by the Canadian Dollar Equivalent of such Facility A Pounds Sterling Tranche Commitments fixed at the Exchange Rate in effect at the time that the Facility A Pounds Sterling Tranche Limit is initially set. The Facility A Pounds Sterling Tranche Limit will be updated by the CAD Payment Agent three (3) Banking Days prior to each Rollover Date of each Pounds Sterling LIBOR Advance. The Facility A Pounds Sterling Tranche shall only be provided by the Facility A Lenders that have a Facility A Pounds Sterling Tranche Commitment to the Borrowers, and upon and subject to the terms and conditions of this Agreement, each Facility A Lender that has a Facility A Pounds Sterling Tranche Commitment agrees to provide Advances under the Facility A Pounds Sterling Tranche to the Borrowers up to an aggregate principal amount outstanding from time to time equal to its Proportionate Share of the Facility A Pounds Sterling Tranche Commitment, provided that the obligation of such Facility A Lenders to provide Advances under the Facility A Pounds Sterling Tranche shall terminate immediately upon the earlier of (i) the Facility A Maturity Date and (ii) the Administrative Agent giving, or being deemed to give, an Acceleration Notice pursuant to Section 10.2. At the option of the Borrowers, the Facility A Pounds Sterling Tranche may be used by requesting Pounds Sterling LIBOR Advances. For greater certainty, Advances under the Facility A Pounds Sterling Tranche are part of Facility A.

(c) Swingline Facility. Upon and subject to the terms and conditions of this Agreement, the Swingline Lender agrees to provide Swingline Advances to the Borrowers up to an aggregate principal amount outstanding from time to time equal to the Swingline Facility Commitment, provided that the obligation of the Swingline Lender to provide Advances under the Swingline Facility shall terminate immediately upon the earlier of (i) the Facility A Maturity Date and (ii) the Administrative Agent giving, or being deemed to give, an Acceleration Notice pursuant to Section 10.2. At the option of the Borrowers, the Swingline Facility may be used by a Borrower by way of Prime Rate Advances and U.S. Base Rate Advances to be available by way of overdrafts drawn against the Designated Accounts of the Borrowers. For greater certainty, Advances under the Swingline Facility shall form part of Facility A.

2.2 Revolvement of Facility A

The principal amount of any Advance under Facility A that is repaid may, subject to the terms of this Agreement, be reborrowed (up to the Facility A Limit, or the Facility A Pounds Sterling Tranche Limit, as applicable) from time to time.

2.3 Facility B – Amount and Availment Options

Upon and subject to the terms and conditions of this Agreement, the Facility B Lenders agree to provide Facility B for the use of the AU Borrowers in an aggregate principal amount up to the Facility B Limit in Canadian Dollars, provided that the obligation of the Facility B Lenders to provide Advances under Facility B shall terminate immediately upon the earlier of (i) the Facility B Maturity Date, and (ii) the CAD Payment Agent giving, or being deemed to give, an Acceleration Notice pursuant to Section 10.2. At the option of the AU Borrowers, Facility B may be used by requesting Prime Rate Advances or BA Advances.

2.4 Revolvement of Facility B

The principal amount of any Advance under Facility B that is repaid may, subject to the terms of this Agreement, be reborrowed (up to the Facility B Limit) from time to time.

2.5 Facility C – Amount and Availment Options

Upon and subject to the terms and conditions of this Agreement, the Facility C Lender agrees to provide Facility C for the use of the AU Borrowers in an aggregate principal amount up to the Facility C Limit in Australian Dollars, provided that the obligation of the Facility C Lender to provide Advances under Facility C shall terminate immediately upon the earlier of (i) the Facility C

Maturity Date, and (ii) the Administrative Agent giving, or being deemed to give, an Acceleration Notice pursuant to Section 10.2. At the option of the AU Borrowers, Facility C may be used by (i) requesting BBSY Advances, and/or (ii) requesting Letter of Credit Advances in Australian Dollars.

2.6 Revolvement of Facility C

The principal amount of any Advance under Facility C that is repaid may, subject to the terms of this Agreement, be reborrowed (up to the Facility C Limit) from time to time.

2.7 Facility D – Amount and Availment Options

Upon and subject to the terms and conditions of this Agreement, the Facility D Lenders agree to provide Facility D for the use of the AU Borrowers in an aggregate principal amount up to the Facility D Limit in Australian Dollars, provided that the obligation of the Facility D Lenders to provide Advances under Facility D shall terminate immediately upon the earlier of (i) the Facility D Maturity Date, and (ii) the AU Payment Agent giving, or being deemed to give, an Acceleration Notice pursuant to Section 10.2. At the option of the AU Borrowers, Facility D may be used by requesting BBSY Advances.

2.8 Revolvement of Facility D

The principal amount of any Advance under Facility D that is repaid may, subject to the terms of this Agreement, be reborrowed (up to the applicable Facility D Limit) from time to time.

2.9 Purpose

(a) Facility A shall only be used for existing and future Acquisitions and Capital Expenditures and ongoing operating, working capital and general business purposes of the Borrowers, including to refinance the Existing Facility A Advances (other than Existing Facility AU Tranche Advances and Existing Letters of Credit Advances) and to pay the fees, costs and expenses relating to the preparation, negotiation and settlement of this Agreement and the other Loan Documents;

(b) Facility B shall only be used for existing and future Acquisitions and Capital Expenditures and ongoing operating, working capital and general business purposes of the AU Borrowers, including to refinance the Existing Advances (in the case of Existing Facility B Advances, only to the extent that the Facility D Commitments are insufficient to fully refinance the Existing Facility B Advances) and to pay the fees, costs and expenses relating to the preparation, negotiation and settlement of this Agreement and the other Loan Documents;

(c) Facility C shall only be used for existing and future Acquisitions and Capital Expenditures and ongoing operating, working capital and general business purposes of the AU Borrowers, including to first refinance the Existing Facility AU Tranche Advances and then refinance the Existing Facility B Advances to the extent that the Facility D Commitments and the Facility B Commitments are insufficient to fully refinance the Existing Facility B Advances and to pay the fees, costs and expenses relating to the preparation, negotiation and settlement of this Agreement and the other Loan Documents; and

(d) Facility D shall only be used for existing and future Acquisitions, Capital Expenditures and ongoing operating, working capital and general business purposes of the AU Borrowers, including to refinance all of the Existing Facility B Advances up to the Facility D Commitment, and to pay the fees, costs and expenses relating to the preparation, negotiation and settlement of this Agreement and the other Loan Documents.

2.10 Addition of Borrowers

(a) Provided that no Default or Event of Default has occurred and is continuing, DPI may at any time deliver a notice to the Administrative Agent, requesting that a Subsidiary of DPI become a “Borrower” under this Agreement.

(b) The right of a Subsidiary of DPI to become a “Borrower” under this Agreement shall be subject to the following:

(i) no Default or Event of Default shall have occurred and be continuing or would result from the proposed Subsidiary becoming a “Borrower” under this Agreement and DPI shall have delivered to the Administrative Agent an officer's certificate confirming the same and confirming (i) the corporate or other authorization of such Subsidiary becoming subject to all of the terms, conditions and provisions of this Agreement and borrowing hereunder, (ii) the truth and accuracy of the representations and warranties contained in this Agreement, and (iii) that no consents, approvals or authorizations are required for such Subsidiary becoming a “Borrower” under this Agreement (except as have been unconditionally obtained and are in full force and effect, unamended);

(ii) the Collateral Agent shall have received an acknowledgement executed by each Credit Party in favour of the Collateral Agent confirming that each such Credit Party consents to such Subsidiary becoming a “Borrower” under this Agreement and that the Security to which such Credit Party is a party continues to be enforceable in accordance with its terms and if considered necessary by the Collateral Agent, acting reasonably, the Collateral Agent shall have received such additional guarantees and Security to insure that the Obligations of such Subsidiary are guaranteed by each other Credit Party and secured by the Security;

(iii) such Subsidiary shall execute and deliver to the Administrative Agent a Borrower Accession Agreement; and

(iv) the Collateral Agent and the Administrative Agent shall have received an opinion of counsel to the Credit Parties (in form and substance satisfactory to the Collateral Agent and the Administrative Agent, acting reasonably) confirming the enforceability of the Borrower Accession Agreement, the Credit Agreement and the guarantee and security delivered by such Subsidiary.

2.11 Second Amendment and Restatement

Relying on each of the representations and warranties set out in Article 8 and subject to the terms and conditions of this Agreement, the Lenders, the Administrative Agent, the Payment Agents and the Borrowers agree that, effective on the Agreement Effective Date, the Prior Credit Agreement shall be amended and restated in its entirety on the terms and conditions of this Agreement (without in any way affecting the rights or obligations of any party which may have accrued as of the Agreement Effective Date pursuant to the provisions of the Prior Credit Agreement prior to its amendment and restatement hereby) and that all indebtedness, liabilities and obligations of the Borrowers (or any of them) to the Lenders and the Administrative Agent under the Prior Credit Agreement, including without limitation, "Advances" (as defined under the Prior Credit Agreement) and accrued and unpaid interest and fees thereon and commitment fees accrued thereunder, shall be construed as Obligations of the Borrowers to the Lenders, the Administrative Agent and the Payment Agents under this Agreement, provided that until the Agreement Effective Date of this Agreement, any accrued and unpaid interest and fees thereon and commitment fees accrued thereunder shall be for the account of the Existing Lenders only. For greater certainty, as of the Agreement Effective Date, the Borrowers, the Administrative Agent, the Payment Agents and the Lenders each acknowledge and agree that:

(a) the Existing Facility A Advances (other than the Existing Facility AU Tranche Advances) shall be deemed to be outstanding as Advances under Facility A hereunder in accordance with each Facility A Lender's Proportionate Share of Facility A;

(b) the Existing Facility AU Tranche Advances shall be deemed to be outstanding as Advances under Facility C hereunder;

(c) the Existing Facility B Advances shall be deemed to be outstanding as Advances under Facility D hereunder (to the extent of the available Facility D Commitments hereunder); and

(d) the Existing Letters of Credit Advances shall be deemed to be outstanding Letter of Credit Advances under Facility A hereunder.

ARTICLE 3
<u>REPAYMENT, PREPAYMENT AND REDUCTION OF THE FACILITIES</u>

3.1 Repayment of Advances

Without limiting the Majority Lenders' right to cause the Administrative Agent to deliver an Acceleration Notice to the Borrowers and demand repayment of the Obligations under this Agreement pursuant to Section 10.2, and subject to the provisions of the Intercreditor Agreement:

(a) at least once every five (5) Banking Days and immediately upon the occurrence of an Event of Default, the Borrowers shall repay in full all Advances which are then outstanding to the Swingline Lender under the Swingline Facility;

(b) on the Facility A Maturity Date, the Borrowers shall:

(i) repay to the Swingline Lender in full, all Advances which are then outstanding under the Swingline Facility;

(ii) repay to the Facility A Lenders in full, all other Advances which are then outstanding under Facility A; and

(iii) repay to the Facility A Lenders (including the Swingline Lender) all other Obligations which are then outstanding in respect of Facility A (including the Swingline Facility);

(c) on the Facility B Maturity Date, the Borrowers shall:

(i) repay to the Facility B Lenders in full, all Advances which then remain outstanding under Facility B; and

(ii) repay to the Facility B Lenders all other Obligations which are then outstanding in respect of Facility B;

(d) on the Facility C Maturity Date, the Borrowers shall:

(i) repay to the Facility C Lender in full, all Advances which are then outstanding under Facility C; and

(ii) repay to the Facility C Lender all other Obligations which are then outstanding in respect of Facility C;

(e) commencing on the last Banking Day of the Fiscal Quarter in which the Initial Advance occurs and continuing on the last Banking Day of every Fiscal Quarter thereafter until the Facility D Maturity Date (each such date being referred to herein as, the “**Facility D Quarterly Reduction Date**”), the Facility D Limit shall be permanently reduced by $508,983 Australian Dollars. On each Facility D Quarterly Reduction Date, the Borrower shall repay the Outstanding Principal under Facility D by an amount equal to the amount that the Outstanding Principal under Facility D on such Facility D Quarterly Reduction Date exceeds the applicable Facility D Limit; and

(f) on the Facility D Maturity Date, the Borrowers shall:

(i) repay to the Facility D Lenders in full, all Advances which then remain outstanding under Facility D; and

(ii) repay to the Facility D Lenders all other Obligations which are then outstanding in respect of Facility D.

The Borrowers shall ensure that all LIBOR Advances, BBSY Advances, Bankers' Acceptances and BA Equivalent Advances mature, and Letters of Credit expire, on or prior to the applicable Maturity Date and shall ensure that the maturities of all LIBOR Advances, BBSY Advances, Bankers' Acceptances and BA Equivalent Advances and expirations of Letters of Credit are such that the foregoing mandatory payments can be effected.

Upon the Administrative Agent delivering or being deemed to have delivered an Acceleration Notice to the Borrowers pursuant to Section 10.2 or if the Borrower fails to make any repayment required under either subparagraph (a) or (b) above when due, the CAD Payment Agent will upon the request of the Swingline Lender, arrange for adjustments to be made to the amounts owing to the Facility A Lenders in the manner contemplated by Section 5 of the CBA Model Provisions, such that (i) all Advances which are then outstanding to the Swingline Lender under the Swingline Facility shall be repaid in full by way of Advances under Facility A and (ii) the Proportionate Share of the then Outstanding Principal of each Facility A Lender under Facility A shall be in the proportion to all of the Facility A Commitments, (including the Facility A Commitment of the Swingline Lender).

3.2 Voluntary Prepayments

Subject to this Section 3.2, the Borrowers may from time to time repay Advances outstanding under the Facilities without penalty, except that (i) Bankers' Acceptances and BA Equivalent Advances may not be paid prior to their respective Maturity Dates; (ii) LIBOR Advances may only be paid prior to the end of their respective LIBOR Period if all breakage related costs, expenses and losses (as determined by each CAD Lender, acting reasonably) are paid by the Borrowers; (iii) BBSY Advances may only be paid prior to the end of their respective BBSY Period if all breakage related costs, expenses and losses (as determined by the Facility C Lender (in the case of Facility C) or the AU Payment Agent (in the case of Facility D), in each case acting reasonably) are paid by the AU Borrowers; and (iv) a Letter of Credit may only be cancelled if the original Letter of Credit is returned undrawn to the applicable Fronting Lender prior to its respective expiry date. The Borrowers shall provide at least five (5) Banking Days' notice of a prepayment under the Facilities, except for (i) mandatory repayments under Section 3.3 in which case the provisions of Section 3.3 shall govern, (ii) repayments of Prime Rate Advances and U.S. Base Rate Advances by way of overdraft under the Swingline Facility which may be made by deposits to the applicable Designated Account on the same day, and (iii) repayments under Facility A or Facility B in which case at least one (1) Banking Day prior notice shall be given. Each repayment under a Facility, except for repayments of Prime Rate Advances and U.S. Base Rate Advances by way of overdraft under the Swingline Facility, shall be in an aggregate amount of $1,000,000 and, in the case of reductions in excess thereof, in integral multiples of $100,000. Payments made in respect of Facility D shall be applied pro rata to the remaining payments (including the final payment due on the Facility D Maturity Date). The Borrowers shall give the: (x) CAD Payment Agent (in the case of Facility A and Facility B); (y) AU Payment Agent (in the case of Facility D); or (z) the Facility C Lender (in the case of Facility C) prior written notice of each repayment of Advances (except for repayments of Prime Rate Advances and U.S. Base Rate Advances by way of overdraft under the Swingline Facility), such notice to be substantially in the form as Schedule "E".

3.3 Required Repayments

The Borrowers agree that for so long as any Advances remain outstanding under any of the Facilities, the Borrowers will make, or cause to be made, and the Borrowers shall pay, or cause to be paid, to the Administrative Agent, for distribution to the CAD Agent, the AU Payment Agent, the Swingline Lender or the Facility C Lender, as applicable, in the case of mandatory repayments required under this Agreement, within two (2) Banking Days after receipt by the applicable Credit Party (except in the case of mandatory repayments of Excess Cash Flow, in which case, such mandatory repayments shall be made no later than one hundred twenty (120) days after the end of each Fiscal Year), the following mandatory repayments of Advances until the Facilities are paid in full:

(a) all net proceeds received from any Asset Disposition by a Credit Party (other than Permitted Asset Dispositions) ("**Sale Proceeds**");

(b) until the Total Leverage Ratio is less than 2.75:1.00 on a trailing twelve month basis (unless otherwise indicated herein), an amount equal to 100% of the net proceeds received from the issuance by DPI or any of its Subsidiaries of any Funded Debt (other than Permitted Debt referred to in paragraphs (a), (b), (c), (d), and (i) in the definition thereof) ("**Debt Proceeds**"), or any equity securities ("**Equity Proceeds**"), other than Equity Proceeds generated upon the exercising by an employee, officer or director of DPI of any option rights (or similar compensation rights), up to the aggregate amount of $5,000,000 per Fiscal Year;

(c) all net proceeds received from insurance in respect of loss of, or damage to, Property of any Credit Party in excess of $1,000,000 from one or a series of related claims, provided such proceeds are not reinvested or committed to purchase similar Property within 60 days after receipt ("**Insurance Proceeds**"); and

(d) 50% of Excess Cash Flow for any Fiscal Year up to the amount at which the Total Leverage Ratio at the end of such Fiscal Year is less than or equal to 2.75:1.00 on a trailing twelve months basis (unless otherwise indicated herein).

The Borrowers shall provide to the Administrative Agent at least three (3) Banking Days' notice of any mandatory repayment under this Section 3.3. The Administrative Agent shall determine, as soon as reasonably possible after receipt of the notice from the Borrowers of a mandatory repayment or receipt of such mandatory repayment, each Lender's Proportionate Share of such mandatory repayment and thereafter pay to each Lender, in the currency such payment was received, each such Applicable Lender's Proportionate Share of such mandatory repayment received from the Borrowers.

Equity Proceeds, Debt Proceeds, Excess Cash Flow, Sale Proceeds and Insurance Proceeds will be used to repay Obligations outstanding under the Facilities on a *pro rata* basis.

Payments of the outstanding Obligations from Excess Cash Flow, Sale Proceeds and Insurance Proceeds from the Credit Parties will be limited to the extent such payments (including the repatriation of cash from Australia to Canada in connection therewith) would (a) be prohibited or delayed by Applicable Law; provided that the Credit Parties shall take all commercially reasonable actions available under Applicable Law to permit such repatriation or (b) result in materially adverse Tax consequences; provided that, if not previously repatriated and applied to such prepayment within twelve months, an amount equal to the affected portion of such Excess Cash Flow, Sale Proceeds or Insurance Proceeds (less the amount of additional Taxes that would have been payable or reserved against if such amount had been repatriated) shall be applied to prepay the Facilities, on a ratable basis, or to other Funded Debt that ranks *pari passu* with the Obligations of such Credit Parties organized in the relevant jurisdiction.

For greater certainty, the payments, if any, required to be made in connection with the termination of any Hedge Agreement required as a result of any ongoing mandatory repayment shall be made as required by the applicable Hedge Agreement.

3.4 Reduction of Facilities

The Borrowers may, at any time, upon giving at least five (5) Banking Days' prior written notice to the CAD Payment Agent (in the case of Facility A and Facility B), the AU Payment Agent (in the case of Facility D); or the Facility C Lender (in the case of Facility C), permanently reduce, in whole or in part, any of the Facilities, in minimum amounts of $1,000,000 and in $100,000 multiples thereof by cancelling the Commitment of each Applicable Lender in an amount equal to such Lender's Proportionate Share of the amount of the reduction of such Facility; provided that on or prior to the last day of such notice period the Borrowers have:

(a) prepaid or otherwise reduced Advances outstanding to each such Lender under such Facility in an amount equal to the amount by which Advances outstanding to such Lender under such Facility would exceed its respective Commitment under such Facility immediately after the reduction of the Commitments provided for in such notice; and

(b) paid all accrued interest and other charges and fees in respect of the Advances being repaid or reduced as aforesaid (including without limitation, amounts payable pursuant to Section 13.3 and the CBA Model Provisions).

Any such notice of cancellation is irrevocable and the amount of each Lender's Commitment so cancelled and reduced may not be reinstated hereunder. For clarity, the Borrowers may not by reason of any such reduction or cancellation contemplated by this Section 3.4 pay any Bankers' Acceptances, BA Equivalent Advances or Letters of Credit prior to their respective maturity or expiry date.

3.5 Principal Amount of Excess Advances

(a) Subject to Section 3.5(e), the principal amount of all Advances under Facility A shall be repaid by the Borrowers such that the Canadian Dollar Equivalent of the outstanding Obligations under:

   (i) the Swingline Facility does not at any time exceed the Swingline Facility Limit;

   (ii) the Facility A Pounds Sterling Tranche does not at any time exceed the Facility A Pounds Sterling Tranche Limit; and

   (iii) Facility A (including amounts outstanding under the Swingline Facility but excluding the amounts outstanding under the Facility A Pounds Sterling Tranche) does not at any time exceed the Facility A Limit less the Canadian Dollar Equivalent of the Facility A Pounds Sterling Tranche Limit using the Exchange Rate in effect at the time such Facility A Pounds Sterling Tranche Limit was initially set.

(b) the principal amount of all Advances (calculated in Canadian Dollars) under Facility B shall be repaid by the Borrowers such that the outstanding Obligations under Facility B does not at any time exceed the Facility B Limit.

(c) the principal amount of all Advances (calculated in Australian Dollars) under each of Facility C and Facility D shall be repaid by the Borrowers such that the outstanding Obligations under:

(i) Facility C does not at any time exceed the Facility C Limit; and

(ii) Facility D does not at any time exceed the Facility D Limit.

(d) The Swingline Lender shall monitor the Swingline Facility for the purpose of identifying any excess Outstanding Principal thereunder beyond the Swingline Facility Limit and, subject to Section 3.5(e), upon the Swingline Lender becoming aware of any such excess Outstanding Principal under the Swingline Facility in any amount which exceeds the Swingline Facility Limit, the Swingline Lender shall forthwith provide notice thereof to the Borrowers and the CAD Payment Agent. Upon receipt of such notice from the Swingline Lender, the CAD Payment Agent shall provide the Facility A Lenders with notice of such excess Outstanding Principal and the Facility A Lenders shall make Prime Rate Advances or U.S. Base Rate Advances (as required) to the applicable Borrowers in their respective Proportionate Shares to repay all the excess Outstanding Principal under the Swingline Facility as at such time.

(e) If as a result of Exchange Rate fluctuations:

(i) the Canadian Dollar Equivalent of the aggregate of all outstanding Obligations under Facility A (excluding outstanding Obligations under the Facility A Pounds Sterling Tranche) exceeds the Facility A Limit less the Canadian Dollar Equivalent of the Facility A Pounds Sterling Tranche Limit using the Exchange Rate in effect at the time such Facility A Pounds Sterling Tranche Limit was initially set; or

(ii) the Canadian Dollar Equivalent of the aggregate of all outstanding Obligations under the Swingline Facility exceeds the Swingline Facility Limit;

the CAD Payment Agent shall notify the Borrowers and the CAD Lenders of the amount in Canadian Dollars of such excess, the CAD Lenders shall not be obligated to provide any further Advances to the Borrowers under Facility A and within five (5) Banking Days of receiving such notice of such excess, the Borrower shall pay to the CAD Payment Agent on such date the amount in Canadian Dollars of such excess; provided that, if the excess caused by such Exchange Rate fluctuations is less than 2.0% of Facility A, the Borrowers shall only be required to make the payment required under this subparagraph (e) on the next Rollover Date or Conversion Date with respect to Facility A.

3.6 Cancellation of a Lender's Commitment

If:

(a) additional Compensation is payable by the Borrowers to a Lender (but not to all of the Lenders) pursuant to Section 3.1 or 3.2 of the CBA Model Provisions;

(b) a Lender is affected by the provisions of Section 3.4 of the CBA Model Provisions and all of the other Lenders are not so affected;

(c) a Lender becomes a Defaulting Lender;

(d) a Lender or its Lender Parent is the subject of a Lender Distress Event; or

(e) a Lender withholds its consent to any amendment, consent or determination requested by the Borrowers which requires the approval of the Lenders and as a consequence thereof such amendment, consent or determination cannot be obtained,

(any such Lender being called herein the "**Affected Lender**") then the Borrowers may, so long as no Default or Event of Default has occurred and is continuing:

(i) upon at least five (5) Banking Days prior written notice to: (i) the CAD Payment Agent in the case of Facility A and Facility B; and (ii) the AU Payment Agent, in the case of Facility D, irrevocably cancel all but not part of the Affected Lender's Commitment (and without regard to Section 11.4 if on or prior to the last day of such notice period the Borrowers have prepaid or otherwise reduced all Advances outstanding to such Lender, and paid all accrued interest and other charges and fees in respect of such Advances;

(ii) arrange for a replacement lender (which may be a Person that is not a Lender, in which case the consent of the Administrative Agent, not to be unreasonably withheld and of the Fronting Lenders, in their sole discretion is required, or which may be one of the Lenders in which case no consent of the Administrative Agent or the Fronting Lenders shall be required) to replace the Affected Lender's Commitment and such Affected Lender shall, if requested by the Borrowers, assign and transfer such Affected Lender's outstanding Commitment to such replacement lender(s) (as contemplated in Section 3.3(b) of the CBA Model Provisions) that will upon such assignment and transfer, become a Lender pursuant to Section 10(b) of the CBA Model Provisions; or

(iii) any combination of Subsection (i) and Subsection (ii) above,

provided that the Borrowers shall only be entitled to exercise their rights hereunder in respect of an Affected Lender under Subsection (e) if after so doing, the requested amendment, consent or determination would have the approval required pursuant to this Agreement.

ARTICLE 4
INTEREST RATES AND FEES

4.1 Interest Rates and Bankers' Acceptance Stamping Fees

The Borrowers shall pay:

(a) to the CAD Payment Agent, on behalf of each applicable Facility A Lender: (i) interest on each Prime Rate Advance outstanding under Facility A at a rate per annum equal to the Prime Rate; (ii) interest on each U.S. Base Rate Advance outstanding under Facility A at a rate per annum equal to the U.S. Base Rate and (iii) interest on each LIBOR Advance outstanding under Facility A at a rate per annum equal to the LIBOR Rate for the applicable LIBOR Period. The Borrowers shall pay the Bankers' Acceptance Stamping Fee, or the BA Equivalent Stamping Fee in respect of each Non-BA Lender, as applicable, on each BA Advance outstanding under Facility A. The Bankers' Acceptance Stamping Fee and the BA Equivalent Stamping Fee shall each be calculated at the BA Rate then applicable. The Borrowers shall pay interest and fees to the CAD Payment Agent for the account of the Facility A Lenders at such address as the CAD Payment Agent designates from time to time on any such Advances outstanding from time to time hereunder at the applicable rate of interest specified in this Section;

(b) to the Swingline Lender for its own account at such address as the Swingline Lender designates from time to time on any such Advances outstanding from time to time hereunder at the applicable rate of interest specified in this Section;

(c) to the CAD Payment Agent, on behalf of each Facility B Lender: (i) interest on each Prime Rate Advance outstanding under Facility B at a rate per annum equal to the Prime Rate. The AU Borrowers shall pay the Bankers' Acceptance Stamping Fee, or the BA Equivalent Stamping Fee in respect of each Non-BA Lender, as applicable, on each BA Advance outstanding under Facility B. The Bankers' Acceptance Stamping Fee and the BA Equivalent Stamping Fee shall each be calculated at the BA Rate then applicable. The AU Borrowers shall pay interest and fees to the CAD Payment Agent for the account of the Facility B Lenders at such address as the CAD Payment Agent designates from time to time on any such Advances outstanding from time to time hereunder at the applicable rate of interest specified in this Section;

(d) to the AU Payment Agent, on behalf of the Facility C Lender, interest on each BBSY Advance outstanding under Facility C at a rate per annum equal to the BBSY Rate for the applicable BBSY Period plus the Applicable Margin for the BBSY Rate for the Facility C Lender’s account at such address as the AU Payment Agent designates from time to time on any such Advances outstanding from time to time hereunder at the applicable rate of interest specified in this Section; and

(e) to the AU Payment Agent interest on each BBSY Advance outstanding under Facility D at a rate per annum equal to the BBSY Rate for the applicable BBSY Period plus the Applicable Margin for the BBSY Rate for the account of the Facility D Lenders at such address as the AU Payment Agent designates from time to time on any such Advances outstanding from time to time hereunder at the applicable rate of interest specified in this Section.

4.2 Standby Fee

(a) DPI shall pay to the Swingline Lender, at 9th Floor, 350 - 7 Avenue S.W., Calgary, Alberta, T2P 3N9, or such other address as is designated in writing from time to time, a Standby Fee calculated on the basis of a year of 365 or 366 days (as the case may be) daily at the rate per annum equal to the Standby Fee Rate from and including the first day of each calendar month to and including the last day of each such calendar month or until the Facility A Maturity Date (whichever is sooner), on the daily undrawn balance of the Swingline Facility Commitment. Such Standby Fees on the Swingline Facility shall be payable by DPI to the Swingline Lender monthly in arrears on the first Banking Day after the end of each calendar month.

(b) DPI shall pay to the CAD Payment Agent, for distribution to the Facility A Lenders in accordance with each such Lender's Proportionate Share of the Facility A Commitment, a Standby Fee calculated on the basis of a year of 365 or 366 days (as the case may be) daily at the rate per annum equal to the Standby Fee Rate, from the period from and including the first day of each calendar month to and including the last day of each such calendar month or until the Facility A Maturity Date (whichever is sooner), on the daily undrawn balance of the Facility A Commitment (excluding the Swingline Facility Commitment and the Canadian Dollar Equivalent of the Facility A Pounds Sterling Tranche Limit as determined from time to time in accordance with Section 2.1(b)). DPI shall pay to the CAD Payment Agent for distribution to the Facility A Lenders that have a Facility A Pounds Sterling Tranche Commitment, in accordance with each such Facility A Lender's Proportionate Share of the Facility A Pounds Sterling Tranche Commitments, a Standby Fee in Pounds Sterling calculated on the basis of a year of 365 or 366 days (as the case may be) daily at the rate per annum equal to the Standby Fee Rate, from the period from and including the first day of each calendar month to and including the last day of each such calendar month or until the Facility A Maturity Date (whichever is sooner), on the daily undrawn balance of the Facility A Pounds Sterling Tranche Commitment). Such Standby Fees shall be payable by DPI monthly in arrears on the first Banking Day after the end of each calendar month, commencing in the first calendar month following the month in which the Financial Closing Date occurs.

(c) DPI shall pay to the CAD Payment Agent, for distribution to the Facility B Lenders in accordance with each such Lender's Proportionate Share of the Facility B Commitment, a Standby Fee calculated on the basis of a year of 365 or 366 days (as the case may be) daily at the rate per annum equal to the Standby Fee Rate, from the period from and including the first day of each calendar month to and including the last day of each such calendar month or until the Facility B Maturity Date (whichever is sooner), on the daily undrawn balance of the Facility B Commitment. Such Standby Fees shall be payable by DPI monthly in arrears on the first Banking Day after the end of each calendar month, commencing in the first calendar month following the month in which the Financial Closing Date occurs.

(d) DPI shall pay to the AU Payment Agent, for distribution to the Facility C Lender, a Standby Fee in Australian Dollars calculated on the basis of a year of 365 or 366 days (as the case may be) daily at the rate per annum equal to the Standby Fee Rate, from the period from and including the first day of each calendar month to and including the last day of each such calendar month or until the Facility C Maturity Date (whichever is sooner), on the daily undrawn balance of the Facility C Commitment.

(e) DPI shall pay to the AU Payment Agent, for distribution to the Facility D Lenders in accordance with each such Lender's Proportionate Share of the Facility D Commitment, a Standby Fee calculated on the basis of a year of 365 or 366 days (as the case may be) daily at the rate per annum equal to the Standby Fee Rate, from the period from and including the first day of each calendar month to and including the last day of each such calendar month or until the Facility D Maturity Date (whichever is sooner), on the daily undrawn balance of the Facility D Commitment. Such Standby Fees shall be payable by DPI monthly in arrears on the first Banking Day after the end of each calendar month, commencing in the first calendar month following the month in which the Financial Closing Date occurs.

(f) For purposes of currency conversion with respect to the calculation of the Standby Fee in respect of Facility A (including the Swingline Facility but excluding the Facility A Pounds Sterling Tranche), the CAD Payment Agent shall, unless circumstances otherwise require, convert Advances in a currency other than Canadian Dollars to Canadian Dollars based on the Exchange Rate in effect on the first Banking Day of the relevant month.

4.3 Letter of Credit Fees

The Borrowers shall pay the applicable Letter of Credit Fee with respect to each Letter of Credit issued under Facility A to the CAD Payment Agent for distribution to the Facility A Lenders and the applicable Letter of Credit Fronting Fee to the applicable Fronting Lender. The AU Borrowers shall pay the applicable Letter of Credit Fee with respect to each Letter of Credit issued under Facility C to the AU Payment Agent, for distribution to the Facility C Lender. The Letter of Credit Fee and the Fronting Fee shall be calculated at a rate per annum (on a 365 or 366 day year basis, as applicable) for the period from and including the date of issuance of the Letter of Credit to and excluding the stated expiry date thereof, on the Face Amount of the Letter of Credit and payable, in the case of Letters of Credit issued under Facility A, quarterly in arrears by the Borrowers on the first Banking Day of each calendar quarter after the issuance thereof, and in the case of Letters of Credit issued under Facility C, by the AU Borrowers on the date of issuance thereof and thereafter by the AU Borrowers on the first Banking Day of each semi-annual anniversary date following the date of issuance. In addition, the Borrowers shall pay to the applicable Fronting Lender all usual and customary fees of such Fronting Lender with respect to the administration of such Letter of Credit including any amendments to such Letter of Credit according to the then current fee schedule of such Fronting Lender. To the extent that any Letter of Credit Fees are paid by the AU Borrowers for Letters of Credit issued under Facility C that expire, are drawn upon or are cancelled prior to the next Letter of Credit Fee payment date, the Facility C Lender shall refund a proportionate share of any such Letter of Credit Fees to the applicable AU Borrowers.

All fees related to the issuance of a Letter of Credit shall be paid in the currency of the Letter of Credit except that, other than in respect of Letters of Credit issued under Facility C, all fees related to the issuance of a Letter of Credit in a currency other than Canadian Dollars or US Dollars shall be paid in Canadian Dollars. For purposes of currency conversion with respect to the calculation of the Letter of Credit Fee under Facility A, the CAD Payment Agent shall convert currency based on the Exchange Rate on the first Banking Day of each relevant month. All fees related to the issuance of a Letter of Credit under Facility C shall be paid in Australian Dollars.

4.4 Agency Fees

The Borrowers shall pay to the Administrative Agent and the CAD Payment Agent for the account of the Administrative Agent and the CAD Payment Agent, the agency fees according to the letter agreement relating to such agency fees entered into by the Administrative Agent, the CAD Payment Agent and the Borrowers.

The Borrowers shall pay to the AU Payment Agent for the account of the AU Payment Agent, the agency fees according to the letter agreement relating to such agency fees entered into by the AU Payment Agent and the Borrowers.

ARTICLE 5
SECURITY

5.1 Security

The Security will be the following:

(a) a Guarantee granted by each Borrower in favour of the Collateral Agent pursuant to which each such Borrower guarantees the payment and performance of all present and future indebtedness, liabilities and obligations of each other Borrower to the Administrative Agent, the Lenders and the Hedge Providers;

(b) a Guarantee granted by each Material Subsidiary in favour of the Collateral Agent pursuant to which each such Material Subsidiary guarantees the payment and performance of all present and future indebtedness, liabilities and obligations of the Borrowers to the Administrative Agent, the Lenders and the Hedge Providers;

(c) a debenture in the principal amount of $700,000,000 to be issued by each Credit Party (other than Australian Credit Parties) in favour of the Collateral Agent constituting a First-Ranking Security Interest in and to the Property of each such Credit Party (other than in any Bailment Collateral);

(d) a debenture pledge agreement granted by each Credit Party (other than Australian Credit Parties) which provides a debenture in favour of the Collateral Agent, relating to the debenture issued by each such Credit Party to the Collateral Agent;

(e) a share pledge agreement (or similar instruments applicable in jurisdictions other than in Canada) granted by each Credit Party in favour of the Collateral Agent pursuant to which the Shares in each present and future Credit Party (excluding DPI) are pledged to the Collateral Agent;

(f) a general security deed by each Australian Credit Party in favour of the Collateral Agent constituting a First-Ranking Security Interest in and to all of the Property of each such Credit Party (other than in any Bailment Collateral) (and to the extent reasonably considered necessary by the Administrative Agent, real property mortgages over any real Property located in Australia);

(g) an assignment of the DC Agreements granted by each Credit Party a party to the DC Agreements in favour of the Collateral Agent; and

(h) the Intercreditor Agreement.

All of the foregoing, together with such additional mortgages, assignment, guarantees, acknowledgements and pledges the Administrative Agent may require is collectively referred to herein as the "**Security**".

The Security listed above shall be in form and substance satisfactory to the Lenders and their counsel, acting reasonably.

5.2 Security in respect to Contracts

The Security will not attach to third party Contracts where consent to the granting of the Security is required to the extent that the relevant consent has not been obtained. Notwithstanding the foregoing, the Credit Parties shall hold such Contracts in trust, to be assigned or otherwise dealt with upon the occurrence of an Event of Default, as the Administrative Agent or the Collateral Agent may direct.

5.3 Material Subsidiary Security

(a) As soon as possible, but in any event no later than 30 days (in the case of a Subsidiary located in Canada or the U.S.) or sixty (60) days (in the case of a Subsidiary located in any other jurisdiction other than Canada or the U.S.) of a Subsidiary becoming a Material Subsidiary, DPI shall cause such Material Subsidiary to execute and deliver the following to the Collateral Agent:

(i) the Security set out in Section 5.1(b) through 5.1(e) inclusive (in the case of a Subsidiary located in Canada or the U.S.), 5.1(b), (e) and (f) (in the case of an Australian Subsidiary), or similar instruments applicable in jurisdictions other than in Canada, the U.S. or Australia (in the case of a Subsidiary other than a Canadian, U.S. or Australian Subsidiary);

(ii) an addendum to the Intercreditor Agreement pursuant to which such Material Subsidiary agrees to be bound by the terms of the Intercreditor Agreement; and

(iii) such other documents, certificates and opinions as the Administrative Agent or the Collateral Agent may reasonably request and which are consistent with the documents, certificates and opinions delivered in respect of the Credit Parties party to the Prior Credit Agreement pursuant to Section 5.1.

5.4 Registration of Security

The Administrative Agent shall, at the sole cost and expense of Borrowers, register, cause the Collateral Agent to file or record the Security (or financing statements, caveats or other notices in respect thereof) in all offices where such registration, filing or recording is necessary or of advantage to the creation, perfection and preservation of the Encumbrances created by the Security.

5.5 Priority of Security

Each Facility shall be secured by the Security, subject to the priorities as set out in the Intercreditor Agreement.

5.6 Security for Continuing Hedge Obligations

If a Lender or an Affiliate of a Lender continues to be a party to one or more Hedge Agreements with the Borrowers (or any of them) after all other indebtedness and obligations of the Borrowers (or any of them) to such Lender hereunder have been repaid and satisfied in full (or assigned by such Lender to an assignee), for greater certainty such Lender or such Affiliate shall continue to be a Hedge Provider for all purposes of this Agreement and the obligations under such Hedge Agreement(s) shall continue to be secured by the Security as provided herein.

ARTICLE 6
DISBURSEMENT CONDITIONS

6.1 Conditions Precedent to the Initial Advance

The obligation of the Lenders under this Agreement to make the Initial Advance is subject to and conditional upon the following (collectively, the "**Initial Conditions Precedent**" and each, an "**Initial Condition Precedent**"):

(a) receipt by the Administrative Agent for and on behalf of the Lenders and the Hedge Providers, of the following documents, each in full force and effect, and in form and substance satisfactory to the Lenders, acting reasonably:

(i) this Agreement, duly executed and delivered by each Credit Party which is a party hereto;

(ii) to the extent not previously delivered, the Security and other Loan Documents, duly executed and delivered by each Credit Party;

(iii) the agency fee agreements referred to in Section 4.4 executed by the Borrowers in favour of the Administrative and each Payment Agent;

(iv) certified copies of the Constating Documents of each Credit Party;

(v) certificates of incumbency of each Credit Party;

(vi) certified copies of the resolutions of the board of directors, trustees or partners, as applicable, of each Credit Party which is a party to any of the Loan Documents authorizing the execution, delivery and performance of its respective obligations under the Loan Documents to which each is a party and confirming that the Loan Documents shall not result in a breach of any of its Material Contracts;

(vii) a Closing Date Compliance Certificate completed and duly executed and delivered by a Senior Officer of DPI;

(viii) evidence of registration and, if necessary, stamping of the Security provided by the Credit Parties, where applicable (or if the applicable Security is not stamped, the Collateral Agent is satisfied it has received sufficient funds to pay the estimated stamp duty);

(ix) an original executed Australian multijurisdictional mortgage statement in respect of the Credit Parties and the Security;

(x) a direction to pay in connection with the Initial Advance duly executed and delivered by each Borrower in favour of each Payment Agent;

(xi) all operation of account documentation as each Payment Agent may reasonably require;

(xii) a bring down certificate confirming the representations and warranties in this Agreement are true and correct on and with effect as of the date of the Initial Advance and no Default or Event of Default has occurred and is continuing or would occur as a result of the Initial Advance, provided that such bring down certificate shall only be required if the Agreement Effective Date does not occur on the date of this Agreement;

(xiii) letter of opinion of legal counsel to the Credit Parties that are not organized in Australia relating to, among other things, the subsistence of such Credit Parties, and the due authorization, execution, delivery and enforceability of this Agreement and the Intercreditor Agreement to which such Credit Parties (or any of them) are a party; and

(xiv) letter of opinion of Australian legal counsel to the Administrative Agent as to the matters of Australian law, covering among other things, the subsistence of Credit Parties that are Australian Credit Parties, and the due authorization, execution and delivery of this Agreement and the Intercreditor Agreement to which such Credit Parties (or any of them) are a party.

(b) receipt by the Administrative Agent, for and on behalf of the Lenders and the Hedge Providers, of customary evidence that all existing Encumbrances (not in favour of the Collateral Agent) granted by a Credit Party (other than Permitted Encumbrances) and indebtedness incurred by a Credit Party secured thereby (other than Permitted Debt) have been or will be released or fully and finally repaid on or before the Financial Closing Date;

(c) receipt by the Administrative Agent, for and on behalf of the Lenders and the Hedge Providers, of all information and evidence in relation to the Credit Parties that is required by the Lenders for compliance with the applicable "know your customer" and anti-money laundering rules and regulations;

(d) a certificate of status (or equivalent) in respect of each Credit Party that is a corporation, issued under the laws of each applicable Relevant Jurisdiction;

(e) a partnership search (or equivalent) in respect of each Credit Party which is a party hereto that is a partnership, issued under the laws of each applicable Relevant Jurisdiction;

(f) completion by the Administrative Agent, the Payment Agents and the Lenders of all legal and corporate due diligence including Financial Statements, searches, environmental matters, tax matters and litigation matters with respect to the Credit Parties;

(g) no event or circumstance shall have occurred or exist that could reasonably be expected to have a Material Adverse Effect;

(h) no Default or Event of Default shall have occurred and be continuing; and

(i) the Administrative Agent, the Payment Agents and the Lenders shall have been provided such other information and documents as they have requested, acting reasonably.

6.2 Conditions Precedent to Advances

In addition to the conditions precedent set out in Section 6.1 and the Initial Conditions Precedent, the obligation of the Lenders to provide any Advance under the Facilities is subject to the conditions precedent that:

(a) for each Advance under Facility A or Facility B, the applicable Borrower shall have delivered to the CAD Payment Agent (other than in the case of an Advance under the Swingline Facility) or to the Swingline Lender (in the case of an Advance under the Swingline Facility other than by way of overdraft) a duly executed Drawdown Notice, Rollover Notice or Conversion Notice (as applicable), completed in accordance with the provisions of this Agreement;

(b) for each Advance under Facility C, the applicable AU Borrower shall have delivered to the Facility C Lender a duly executed Drawdown Notice, Rollover Notice or Conversion Notice (as applicable), completed in accordance with the provisions of this Agreement;

(c) for each Advance under Facility D, the applicable AU Borrower shall have delivered to the AU Payment Agent a duly executed Drawdown Notice, Rollover Notice or Conversion Notice (as applicable), completed in accordance with the provisions of this Agreement;

(d) no Default or Event of Default has occurred and is continuing on the date of the Advance, or would occur as a result of the Advance;

(e) the representations and warranties in this Agreement shall be true and correct on and with effect as of the date of the Advance; and

(f) all other terms and conditions of this Agreement upon which the Borrowers may obtain an Advance are fulfilled.

The foregoing conditions precedent shall not apply to any deemed Advance contemplated pursuant to Sections 7.10 and 7.20(g).

6.3 Waiver

The conditions in Sections 6.1 and 6.2 are inserted for the sole benefit of the Lenders and may be waived by the Lenders, in whole or in part (with or without terms or conditions) in respect of any Advance.

ARTICLE 7
ADVANCES

7.1 Prime Rate Advances, U.S. Base Rate Advances, BBSY Advances and LIBOR Advances

(a) Subject to and upon timely fulfillment of all applicable terms, conditions and provisions set forth in this Agreement, the CAD Payment Agent (in the case of an Advance under Facility A other than under the Swingline Facility) or the Swingline Lender (in the case of an Advance under the Swingline Facility), in accordance with the procedures set forth in Section 7.5, will make the requested amount of a Prime Rate Advance, U.S. Base Rate Advance, U.S. LIBOR Advance and Pounds Sterling LIBOR Advance (as applicable) under Facility A available to the Borrowers on the Drawdown Date requested by a Borrower by crediting the Designated Account of such Borrower with such amount. Each Prime Rate Advance under Facility A (other than in respect of the Swingline) shall be in an aggregate minimum amount of Cdn. $1,000,000 and in a whole multiple of Cdn. $100,000. Each U.S. Base Rate Advance under the Facility A (other than in respect of the Swingline) shall be in an aggregate minimum amount of U.S. $1,000,000 and in a whole multiple of U.S. $100,000. Each U.S. LIBOR Advance under the Facility A shall be in an aggregate minimum amount of U.S. $1,000,000 and in a whole multiple of U.S. $500,000. Each Pounds Sterling LIBOR Advance under Facility A shall be in an aggregate minimum amount of £1,000,000 and in a whole multiple of £500,000.

(b) Subject to and upon timely fulfillment of all applicable terms, conditions and provisions set forth in this Agreement, the Swingline Lender, in accordance with the procedures set forth in Section 7.5, may make the requested amount of a Prime Rate Advance or U.S. Base Rate Advance under the Swingline Facility available to the Borrowers on the Drawdown Date requested by a Borrower by crediting the Designated Account of such Borrower with such amount. Except for Advances made by way of overdraft (in respect of which there are no minimum or whole multiple amount requirements), each Prime Rate Advance under the Swingline Facility shall be in an aggregate minimum amount of Cdn. $500,000 and in a whole multiple of Cdn. $100,000 and each U.S. Base Rate Advance shall be in an aggregate minimum amount of U.S. $500,000 and in a whole multiple of U.S. $100,000.

(c) Subject to and upon timely fulfillment of all applicable terms, conditions and provisions set forth in this Agreement, the CAD Payment Agent, in accordance with the procedures set forth in Section 7.5, will make the requested amount of a Prime Rate Advance under Facility B available to the AU Borrowers on the Drawdown Date requested by an AU Borrower by crediting the Designated Account of such AU Borrower with such amount. Each Prime Rate Advance under Facility B shall be in an aggregate minimum amount of Cdn. $1,000,000 and in a whole multiple of Cdn. $100,000.

(d) Subject to and upon timely fulfillment of all applicable terms, conditions and provisions set forth in this Agreement, the Facility C Lender, in accordance with the procedures set forth in Section 7.5, will make the requested amount of a BBSY Advance available to the AU Borrowers under Facility C on the Drawdown Date requested by an AU Borrower by crediting the Designated Account of such AU Borrower (or as such AU Borrower may otherwise direct) with such amount. Each BBSY Advance under Facility C shall be in an aggregate minimum amount of AU $1,000,000 and in a whole multiple of AU $50,000.

(e) Subject to and upon timely fulfillment of all applicable terms, conditions and provisions set forth in this Agreement, the AU Payment Agent, in accordance with the procedures set forth in Section 7.5, will make the requested amount of a BBSY Advance available to the AU Borrowers under Facility D on the Drawdown Date requested by such AU Borrower by crediting the Designated Account of such AU Borrower (or as such AU Borrower may otherwise direct) with such amount. Each BBSY Advance under Facility D shall be in an aggregate minimum amount of AU $1,000,000 and in a whole multiple of AU $50,000.

(f) Interest on Prime Rate Advances and U.S. Base Rate Advances shall be calculated and payable monthly in arrears on each Interest Payment Date. All interest shall accrue from day to day and shall be payable in arrears for the actual number of days elapsed from and including the date of Advance or the previous date on which interest was payable, as the case may be, to but excluding the date on which interest is payable, both before and after maturity, demand, default and judgment, with interest on overdue principal and interest at the rate provided for in this Agreement payable on demand.

(g) Interest on BBSY Advances and LIBOR Advances shall be calculated and payable on the last day of the applicable BBSY Period or LIBOR Period and, in addition, if the BBSY Period or the LIBOR Period (as applicable) is longer than 90 days, on the 90th day after the date of the relevant BBSY Advances and LIBOR Advances. All interest shall accrue from day to day and shall be payable in arrears for the actual number of days elapsed from and including the date of Advance or the previous date on which interest was payable, as the case may be, to but excluding the date on which interest is payable, or the last day of the applicable BBSY Period or LIBOR Period. If the principal amount and all accrued and unpaid interest on all Pounds Sterling LIBOR Advances is not Rolled Over or Converted into another Available Credit or repaid in full on the expiry of the applicable LIBOR Period, such Advances shall be Rolled Over into a Pounds Sterling LIBOR Advance with a LIBOR Period of one (1) month. If the principal amount and all accrued and unpaid interest on all BBSY Advances under Facility C or Facility D are not Rolled Over under Facility C or Facility D, respectively, or repaid in full on the expiry of the applicable BBSY Period, such BBSY Advances shall be Rolled Over into a BBSY Advance with a BBSY Period of one (1) month. If the principal amount and all accrued and unpaid interest on all U.S. LIBOR Advances is not Rolled Over or Converted into another Available Credit or repaid in full on the expiry of the LIBOR Period, such Advances will be converted to U.S. Base Rate Advances and shall bear interest calculated at the rates applicable to U.S. Base Rate Advances.

(h) Interest calculated with reference to Prime Rate Advances, U.S. Base Rate Advances and BBSY Advances shall be calculated daily on the basis of a year of 365 or 366 days (as applicable). Interest calculated with reference to a LIBOR Advance shall be calculated on the basis of a year of 360 days in the case of a U.S. LIBOR Advance, or on the basis of a year of 365 days in the case of a Pounds Sterling LIBOR Advance.

7.2 Evidence of Indebtedness

The indebtedness and obligations of the Borrowers resulting from Advances provided by the Applicable Lenders under Facility A and Facility B shall be evidenced by records maintained by the CAD Payment Agent and by each Lender concerning those Advances it has made. The indebtedness and obligations of the AU Borrowers resulting from Advances provided by the AU Lenders under Facility C and Facility D shall be evidenced by records maintained by the Facility C Lender, in the case of Facility C, and the AU Payment Agent by each AU Lender, in the case of Facility D, concerning those Advances it has made. The books and records maintained by each Lender shall constitute, in the absence of manifest error, *prima facie* evidence of the indebtedness of the Borrowers to that Lender and all details relating thereto. The failure of any Payment Agent or any Lender to correctly record any such amount or date shall not, however, adversely affect the obligation of the Borrowers to pay amounts due hereunder to the Lenders in accordance with this Agreement.

7.3 Rollovers and Conversions

Subject to the other terms of this Agreement, the Borrowers may from time to time request a Rollover or a Conversion of all or any part of the outstanding amount of any Advance into the same kind of Advance or into another form of Available Credit, in each case under the same Facility.

7.4 Notice of Drawdowns, Rollovers and Conversions

The applicable Borrower shall give the CAD Payment Agent (in the case of Facility A, other than in respect of the Swingline Facility, and Facility B), the Swingline Lender (in the case of the Swingline Facility) or the AU Payment Agent (in the case of Facility C and Facility D) irrevocable written notice, in the form of: (i) a Drawdown Notice for any request of any drawdown (other than a Prime Rate Advance or a U.S. Base Rate Advance by way of overdraft under the Swingline Facility), (ii) a Rollover Notice for any request of any Rollover; or (iii) a Conversion Notice for any request of any Conversion requested by it. The applicable Borrower will provide the CAD Payment Agent (in the case of Facility A, other than in respect of the Swingline Facility, and Facility B), the Swingline Lender (in the case of the Swingline Facility) or the AU Payment Agent (in the case of Facility C and Facility D) with:

(a) at least three (3) Banking Days' notice of its request for a U.S. LIBOR Advance, Letter of Credit Advance or a Rollover or Conversion of a U.S LIBOR Advance or a Letter of Credit Advance;

(b) at least four (4) Banking Days' notice of its request for a Pounds Sterling LIBOR Advance or a BBSY Advance or a Rollover or Conversion of a BBSY Advance;

(c) at least two (2) Banking Days' notice of its request for a BA Advance in an amount equal to or greater than $10,000,000 and corresponding BA Equivalent Advance in such amount;

(d) at least one (1) Banking Day's notice of its request for a Prime Rate Advance (other than a Prime Rate Advance by way of overdraft), a U.S. Base Rate Advance (other than by way of overdraft) or a BA Advance in an amount less than $10,000,000 and corresponding BA Equivalent Advance in such amount.

Notices in respect of Facility A and Facility B shall be given not later than 12:00 noon (Toronto time) on the date for notice. Notices in respect of Facility C and Facility D shall be given not later than 12:00 noon (Sydney time) on the date for notice. Payments (other than those being made solely from the proceeds of Rollovers and Conversions) must be made prior to 12:00 noon (Toronto time) on the date for payment with respect to Facility A and Facility B and prior to 12:00 noon (Sydney time) with respect to Facility C and Facility D. If a notice or payment is not given or made by those times, it shall be deemed to have been given or made on the next Banking Day, unless all Lenders affected by the late notice or payment agree, in their sole discretion, to accept a notice or payment at a later time as being effective on the date it is given or made.

7.5 Co-ordination of Prime Rate Advances, U.S. Base Rate Advances, LIBOR Advances and BBSY Advances

The Swingline Lender shall provide Prime Rate Advances and U.S. Base Rate Advances directly to the applicable Borrower. The Facility C Lender shall provide BBSY Advances under Facility C directly to the applicable AU Borrower. Each Applicable Lender under Facility A shall advance its Proportionate Share of each Prime Rate Advance, U.S. Base Rate Advance and LIBOR Advance under Facility A in accordance with the following provisions:

(a) The CAD Payment Agent shall notify each Applicable Lender under Facility A of its receipt of a notice from a Borrower pursuant to Section 7.4, on the day such notice is received and shall, as soon as possible, notify each such Lender of such Lender's Proportionate Share of any Advance requested by the notice;

(b) each Applicable Lender under Facility A shall deliver its Proportionate Share of the Advance to the CAD Payment Agent not later than 11:00 a.m. (Toronto time) on the Drawdown Date; and

(c) the CAD Payment Agent shall advance to the applicable Borrower the amount delivered by each Applicable Lender under Facility A by crediting the applicable Borrower's Designated Account on the date of the requested Advance, but if the conditions precedent to the Advance are not met by 2:00 p.m. (Toronto time) on the Drawdown Date, the CAD Payment Agent shall return the funds to such Applicable Lenders under Facility A or invest them in an overnight investment in the CAD Payment Agent's discretion until such time as the Advance is made.

In the case of a Pounds Sterling LIBOR Advance, if any Facility A Lender that has a Facility A Pounds Sterling Tranche Commitment determines that it will be subject to Mandatory Liquid Asset Costs in making a Pounds Sterling LIBOR Advance, such Facility A Lender shall provide notice thereof to the CAD Payment Agent along with the particulars of such Mandatory Liquid Asset Costs and the CAD Payment Agent shall so notify the applicable Borrowers. Such Facility A Lender shall not be obligated to provide a Pounds Sterling LIBOR Advance (and the provisions of Section 7.17(b) will apply to such Facility A Lender with respect to any Pounds Sterling LIBOR Advances) until such Facility A Lender and the applicable Borrowers agree to such Mandatory Liquid Asset Costs.

Each Facility B Lender shall advance its Proportionate Share of each Prime Rate Advance under Facility B in accordance with the following provisions:

(a) The CAD Payment Agent shall notify each Facility B Lender of its receipt of a notice from an AU Borrower pursuant to Section 7.4, on the day such notice is received and shall, as soon as possible, notify each such Facility B Lender of such Facility B Lender's Proportionate Share of any Advance requested by the notice;

(b) each Facility B Lender shall deliver its Proportionate Share of the Advance to the CAD Payment Agent not later than 11:00 a.m. (Toronto time) on the Drawdown Date; and

(c) the CAD Payment Agent shall advance to the applicable AU Borrower the amount delivered by each Facility B Lender by crediting the applicable AU Borrower's Designated Account on the date of the requested Advance, but if the conditions precedent to the Advance are not met by 2:00 p.m. (Toronto time) on the Drawdown Date, the CAD Payment Agent shall return the funds to the Facility B Lenders or invest them in an overnight investment in the CAD Payment Agent's discretion until such time as the Advance is made.

Each Facility D Lender shall advance its Proportionate Share of each BBSY Advance under the Facility D in accordance with the following provisions:

(a) The AU Payment Agent shall notify each Facility D Lender of its receipt of a notice from a Borrower pursuant to Section 7.4, on the day such notice is received and shall, as soon as possible, notify each such Lender of such Lender's Proportionate Share of any BBSY Advance requested by the notice;

(b) each Applicable Lender under Facility D shall deliver its Proportionate Share of the BBSY Advance to the AU Payment Agent not later than 11:00 a.m. (Sydney time) on the Drawdown Date; and

(c) the AU Payment Agent shall advance to the applicable Borrower the amount delivered by each Applicable Lender under Facility D by crediting the applicable Borrower's Designated Account on the date of the requested BBSY Advance, but if the conditions precedent to the BBSY Advance are not met by 2:00 p.m. (Sydney time) on the Drawdown Date, the AU Payment Agent shall return the funds to such Applicable Lenders or invest them in an overnight investment in the AU Payment Agent's discretion until such time as the Advance is made.

7.6 Bankers' Acceptances Power of Attorney

(a) To facilitate the acceptance of Drafts hereunder, each Borrower hereby appoints each BA Lender as its agent, acting by such BA Lender's duly authorized signatories for the time being at each BA Lender's main branch in Toronto, Ontario or such other branch that such BA Lender may notify such Borrower (the "**BA Branch of Account**"), the attorney of such Borrower:

(i) to sign for and on behalf and in the name of such Borrower as drawer, Drafts in such BA Lender's standard form drawn on such BA Lender payable to a "clearing house" under the DBNA or its nominee for deposit by such BA Lender with the "clearing house" after acceptance thereof by such BA Lender; and

(ii) to fill in the amount, date and maturity date of such Drafts,

provided that such acts in each case are to be undertaken by each BA Lender in accordance with instructions given to it by such Borrower pursuant to the power of attorney set out in this Section 7.6.

(b) Instructions to each BA Lender relating to the execution, completion, discount and/or deposit by such BA Lender on behalf of a Borrower of drafts which such Borrower wishes to submit to such BA Lender for acceptance by such BA Lender shall be communicated by such Borrower in writing at the BA Branch of Account following delivery by such Borrower of a Drawdown Notice, Conversion Notice or Rollover Notice pursuant to this Agreement and shall specify the following information:

(i) reference to the power of attorney contained in this Section 7.6;

(ii) a Canadian Dollar amount, which shall be the Face Amount of the Drafts to be accepted by the BA Lender in respect of a particular Advance;

(iii) a specified period of time as provided in this Agreement which shall be the number of days after the date of acceptance of such Drafts that such Drafts are to be payable, and the dates of issue and maturity of such Drafts; and

(iv) payment instructions specifying the account number of such Borrower at the BA Branch of Account at which the BA Discount Proceeds are to be credited.

(c) The communication in writing by a Borrower to a BA Lender of the instructions referred to above shall constitute the authorization and instruction of such Borrower to such BA Lender to complete and execute Drafts in accordance with such information as set out above and the request of such Borrower to such BA Lender to accept such Drafts and deposit the same with the "clearing house" against payment as set out in the instructions. Each Borrower acknowledges that such BA Lender shall not be obligated to accept any such drafts except in accordance with the provisions of this Agreement. Each BA Lender shall be and it is hereby authorized to act on behalf of each Borrower upon and in compliance with instructions communicated to such BA Lender as provided herein if such BA Lender reasonably believes them to be genuine.

(d) Each Borrower agrees to indemnify each BA Lender and its directors, officers, employees, Affiliates and agents and to hold it and them harmless from and against any loss, liability, expense or claim of any kind or nature whatsoever incurred by any of them as a result of any action or inaction in any way relating to or arising out of this power of attorney or the acts contemplated hereby including the deposit of any Draft with the “clearing house”; provided that this indemnity shall not apply to any such loss, liability, expense or claim which results from the gross negligence or wilful misconduct of a BA Lender or any of its directors, officers, employees, Affiliates or agents.

(e) This power of attorney may be revoked by the Borrowers at any time upon not less than five (5) Banking Days' written notice served upon each BA Lender at the address set out in this Agreement, provided that (i) it may be replaced with another power of attorney forthwith in accordance with the requirements of each BA Lender; and (ii) no such revocation shall reduce, limit or otherwise affect the obligations of such Borrower in respect of any Draft executed, completed, discounted and/or deposited in accordance herewith prior to the time at which such revocation becomes effective. This power of attorney may be terminated by each BA Lender at any time upon not less than five (5) Banking Days' written notice to a Borrower. Any revocation or termination of this power of attorney shall not affect the rights of each BA Lender and the obligations of such Borrower with respect to the indemnities of such Borrower above stated.

(f) This power of attorney is in addition to and not in substitution for any agreement to which a BA Lender and a Borrower are parties.

(g) If this power of attorney is revoked or terminated, to facilitate the acceptance of Bankers' Acceptances hereunder, the Borrowers shall from time to time as required by each BA Lender, provide each BA Lender with an appropriate number of executed Drafts drawn in blank by each Borrower in the form prescribed by each BA Lender. Each Borrower may, at its option, execute any Draft by the facsimile signatures of any two (2) of its authorized signing officers, and each Borrower and each BA Lender are hereby authorized to accept and pay, as the case may be, any Draft of a Borrower which purports to bear such facsimile signatures notwithstanding that any such individual has ceased to be an authorized signing officer of a Borrower. Any such Draft so executed and completed or executed and completed pursuant to the power of attorney shall be as valid as if he or she were an authorized signing officer of such Borrower at the date of issue of such Bankers' Acceptance. Any such Draft may be dealt with by each BA Lender to all intents and purposes and shall bind such Borrower as if duly signed in each signing officer's own handwriting and issued by such Borrower, and such Borrower shall hold each BA Lender harmless and indemnified against all loss, costs, damages and expenses arising out of the payment or negotiation of any such Draft or Bankers' Acceptance resulting from such Drafts not having been duly signed other than any loss, costs, damages or expenses arising out of the gross negligence or wilful misconduct of a BA Lender. No such BA Lender shall be liable for any failure to accept a Bankers'

Acceptance as required hereunder if the cause of such failure, in whole or in part, is due to the revocation or termination of the power of attorney or the failure of a Borrower to provide executed Drafts to such BA Lender on a timely basis.

(h) The receipt by the CAD Payment Agent of a request for an Advance by way of Bankers' Acceptances shall be each applicable BA Lender's sufficient authority to complete, and each applicable BA Lender shall, subject to the terms and conditions of this Agreement, complete and sign (as applicable) such Drafts in accordance with such request, and the Drafts so completed and signed (as applicable) shall thereupon be deemed to have been presented for acceptance.

7.7 Size and Maturity of Bankers' Acceptances, Rollovers and Conversions

Each BA Advance shall be in an aggregate amount of not less than $1,000,000 and in a whole multiple of $100,000, and each Bankers' Acceptance shall be in the amount of $100,000 or whole multiples thereof. Each Bankers' Acceptance and corresponding BA Equivalent Advance shall have a term of 30, 60, 90 or 180 days (or such shorter or longer term as the Lenders providing such Advance in their sole discretion may approve) commencing on the Drawdown Date, the Rollover Date or the Conversion Date of such Advance (the "**BA Interest Period**"). If a Bankers' Acceptance or BA Equivalent Advance matures on a day which is not a Banking Day, then the applicable Borrower shall be deemed to have selected a BA Interest Period the last day of which is the first Banking Day following the last day of the BA Interest Period selected by such Borrower. The Face Amount at maturity of a Bankers' Acceptance or BA Equivalent Advance may be Rolled Over as a Bankers' Acceptance or a BA Equivalent Advance or Converted into another Available Credit. The last day of each BA Interest Period for each BA Advance and BA Equivalent Advance made by a Lender under a Facility shall be on or before the Maturity Date applicable to such Facility.

7.8 Co-ordination of BA Advances

Each Applicable Lender shall advance its Proportionate Share of each Advance under any of the Facilities by way of Bankers' Acceptances and BA Equivalent Advances in accordance with the provisions set forth below:

(a) The CAD Payment Agent, promptly following receipt of a notice from a Borrower pursuant to Section 7.4 requesting an Advance by way of Bankers' Acceptances under a Facility, shall (i) notify each BA Lender under such Facility of the Face Amount of the Bankers' Acceptances to be accepted by it, and (ii) notify each Non BA Lender under such Facility of the Face Amount of its Notional Bankers' Acceptance. The aggregate Face Amount of Bankers' Acceptances to be accepted by a BA Lender and the Face Amount of the Notional Bankers' Acceptance for each Non BA Lender shall be determined by the CAD Payment Agent by reference to the respective Commitments of the Lenders under the applicable Facility, provided that, if the Face Amount of a Bankers' Acceptance in the case of a BA Lender or the Face Amount of the Notional Bankers' Acceptance used to determine the amount of a BA Equivalent Advance in the case of a Non BA Lender would not be Cdn. $100,000 or a whole multiple thereof, the Face Amount shall be increased or reduced by the CAD Payment Agent in its sole discretion, to the nearest whole multiple of Cdn. $100,000.

Whenever a Borrower requests an Advance under a Facility that includes Bankers' Acceptances, each Non BA Lender shall, in lieu of accepting its pro rata amount of such Bankers' Acceptances, make available to such Borrower on the Drawdown Date an Advance (a "**BA Equivalent Advance**") in Canadian Dollars and in an amount which would be equal to the BA Discount Proceeds of the Bankers' Acceptances (which Bankers' Acceptances are referred to herein collectively as "**Notional Bankers' Acceptances**") that such Non BA Lender would have been required to accept on the Drawdown Date if it were a BA Lender, calculated based on the BA Equivalent Discount Rate. Each Non BA Lender shall also be entitled to deduct from the BA Equivalent Advance an amount equal to the applicable BA Equivalent Stamping Fee.

(b) Subject to the terms and conditions of this Agreement, each BA Lender agrees to accept Drafts issued by a Borrower pursuant to this Section 7.8 and purchase such Bankers' Acceptances discounted at the applicable BA Discount Rate. Each BA Lender shall provide the BA Discount Proceeds thereof to the CAD Payment Agent in accordance with Section 7.6(b), less the Bankers' Acceptance Fee payable to such BA Lender pursuant to Section 4.1. Each such BA Lender shall be entitled to sell, assign or otherwise transfer such Bankers' Acceptances to any Person without any notice to or the consent of any Borrower.

(c) Each BA Lender and Non BA Lender, as applicable, shall transfer to the CAD Payment Agent at the CAD Payment Agent's Account Branch for value on each Drawdown Date immediately available Canadian Dollars in an aggregate amount equal to (i) in the case of a BA Lender, the BA Discount Proceeds (net of the applicable Bankers' Acceptance Stamping Fee in respect of such Bankers' Acceptances) of all Bankers' Acceptances accepted by it on such Drawdown Date, and (ii) in the case of Non BA Lenders, the amount of each BA Equivalent Advance (net of the applicable BA Equivalent Stamping Fee in respect of such BA Equivalent Advance) to be made by it on such Drawdown Date. The CAD Payment Agent may designate such other offices in Toronto or Calgary as it may see fit for the purposes referred to in the preceding sentence. The CAD Payment Agent shall make such amounts received by it from the Lenders as aforesaid available to the Borrowers by depositing the same for value on the applicable Drawdown Date to the applicable Borrower's Designated Account.

(d) Each Borrower hereby authorizes each BA Lender to complete, stamp, hold, sell, rediscount or otherwise dispose of all Bankers' Acceptances accepted by it in accordance with the instructions provided by such Borrower hereunder or pursuant to the power of attorney referred to in Section 7.6.

7.9 Payment of Bankers' Acceptances and BA Equivalent Advances

The Borrowers shall provide for the payment to the CAD Payment Agent at the CAD Payment Agent's Account Branch for the account of the applicable BA Lenders or Non BA Lenders, as the case may be, of the full Face Amount of each Bankers' Acceptance and each Notional Bankers' Acceptance issued under Facility A, on the earliest of (a) its date of maturity, and (b) the date on which the CAD Payment Agent (with the instructions of the Majority Lenders) demands payment of the Obligations outstanding under this Agreement.

7.10 Deemed Advance - Bankers' Acceptances

Except for amounts which are paid from the proceeds of Rollovers of a Bankers' Acceptance and BA Equivalent Advances or another Advance or Conversion hereunder, any amount which a Lender pays to any third party on or after the date of maturity of a Bankers' Acceptance in satisfaction thereof or which is owing to such Lender by a Borrower in respect of such a Bankers' Acceptance or BA Equivalent Advance on or after the date of maturity of such Bankers' Acceptance or BA Equivalent Advance shall be deemed to be a Prime Rate Advance to such Borrower under this Agreement. Each Applicable Lender shall forthwith give notice of the making of such Prime Rate Advance to the CAD Payment Agent (who shall promptly give similar notice to the Borrowers and the other Lenders). Interest shall be payable on such Prime Rate Advance in accordance with the terms applicable to Prime Rate Advances for the Facility under which the Bankers' Acceptance or BA Equivalent Advance was issued.

7.11 Waiver

The Borrowers shall not claim from a Lender or any other Person any days of grace for the payment at maturity of any Notional Bankers' Acceptances or any Bankers' Acceptances presented and accepted by a Lender pursuant to this Agreement. Each Borrower waives any defence to payment which might otherwise exist if for any reason a Bankers' Acceptance shall be held by a Lender in its own right at the maturity thereof, and the doctrine of merger shall not apply to any Bankers' Acceptance that is at any time held by a Lender in its own right.

7.12 Degree of Care

Any executed Drafts to be used as Bankers' Acceptances which are delivered to a Lender shall be held in safekeeping with the same degree of care as if they were such Lender's own property, and shall be kept at the place at which such drafts are ordinarily held by such Lender.

7.13 Indemnity

Each Borrower hereby indemnifies and holds each BA Lender harmless from any loss or expense with respect to any Bankers' Acceptance dealt with by the Lenders, or any of them, in accordance with the provisions hereof, but shall not be obliged to indemnify a Lender for any loss or expense caused by the fraud, gross negligence or wilful misconduct of that Lender.

7.14 Obligations Absolute

Subject to Section 7.13, the obligations of the Borrowers with respect to Bankers' Acceptances under this Agreement shall be unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including, without limitation, the following circumstances:

(a) any lack of validity or enforceability of any Draft accepted by a Lender as a Bankers' Acceptance; or

(b) the existence of any claim, set-off, defense or other right which a Borrower (or any of them) may have at any time against the holder of a Bankers' Acceptance, the Lenders (or any of them) or any other Person or entity, whether in connection with this Agreement or otherwise.

7.15 Termination of BA Advances

If at any time the CAD Payment Agent determines, acting reasonably, (which determination shall be conclusive and binding on the Borrowers) that:

(a) adequate and reasonable means do not exist for ascertaining the BA Discount Rate applicable to a BA Advance; or

(b) the CAD Payment Agent is advised by the Suspending Lenders by written notice (each, a "**Lender BA Suspension Notice**") that such Suspending Lenders have determined that the BA Discount Rate does not adequately reflect the cost to such Suspending Lenders of accepting or maintaining a Bankers' Acceptance,

then

(c) the right of the Borrowers to request BA Advances and corresponding BA Equivalent Advances from any Lender under Facility A or Facility B shall be suspended until the CAD Payment Agent determines that the circumstances causing such suspension no longer exist, and the CAD Payment Agent so notifies the Borrowers and such Lenders;

(d) any outstanding Drawdown Notice under Facility A requesting an Advance by way of Bankers' Acceptances shall be deemed to be a Drawdown Notice requesting a Prime Rate Advance in the amount and under Facility A;

(e) any outstanding Drawdown Notice under Facility B requesting an Advance by way of Bankers' Acceptances shall be deemed to be a Drawdown Notice requesting a Prime Rate Advance in the amount and under Facility B;

(f) any outstanding Conversion Notice under Facility A requesting a Conversion of an Advance into a BA Advance shall be deemed to be a Conversion Notice requesting a Conversion of such Advance into a Prime Rate Advance under Facility A;

(g) any outstanding Conversion Notice under Facility B requesting a Conversion of an Advance into a BA Advance shall be deemed to be a Conversion Notice requesting a Conversion of such Advance into a Prime Rate Advance under Facility B;

(h) any outstanding Rollover Notice under Facility A requesting a Rollover of a BA Advance shall be deemed to be a Conversion Notice requesting a Conversion of such BA Advance into a Prime Rate Advance under Facility A; and

(i) any outstanding Rollover Notice under Facility B requesting a Rollover of a BA Advance shall be deemed to be a Conversion Notice requesting a Conversion of such BA Advance into a Prime Rate Advance under Facility B,

The CAD Payment Agent shall promptly notify the Borrowers and the Applicable Lenders of any suspension of the Borrowers' right to request BA Advances and corresponding BA Equivalent Advances and of any termination of any such suspension. A Lender BA Suspension Notice shall be effective upon receipt of the same by the CAD Payment Agent if received prior to 12:00 noon (Toronto time) on a Banking Day and if not, then on the next following Banking Day, except in connection with a Drawdown Notice, Conversion Notice or Rollover Notice previously received by the CAD Payment Agent, in which case the Applicable Lender BA Suspension Notice shall only be effective with respect to such previously received Drawdown Notice, Conversion Notice or Rollover Notice if received by the CAD Payment Agent prior to 12:00 noon (Toronto time) two (2) Banking Days prior to the proposed Drawdown Date, Conversion Date or Rollover Date (as applicable) applicable to such previously received Drawdown Notice, Conversion Notice or Rollover Notice, as applicable.

7.16 LIBOR Periods

The Borrowers may select, by irrevocable notice to the CAD Payment Agent for LIBOR Advances under Facility A, the LIBOR Period to apply to any particular LIBOR Advance. The Borrowers shall from time to time select and give notice to the CAD Payment Agent in accordance with Section 7.4, of the LIBOR Period for a LIBOR Advance which shall commence upon the making of the LIBOR Advance or at the expiry of any outstanding LIBOR Period applicable to a LIBOR Advance that is the subject of a Rollover. If a Borrower fails, in accordance with Section 7.4, to select and give the CAD Payment Agent notice of a new LIBOR Period for an existing LIBOR Advance that has a LIBOR Period that is expiring, any such LIBOR Advance, as applicable, shall be (i) Converted to a U.S. Base Rate Advance, in the case of a U.S. LIBOR Advance, or (ii) Rolled Over into a Pounds Sterling Advance with a LIBOR Period of one (1) month in the case of any Pounds Sterling LIBOR Advance, in each case on the last day of the LIBOR Period applicable to such LIBOR Advance.

7.17 Termination of LIBOR Advances

If at any time a Facility A Lender determines, acting reasonably, (which determination shall be conclusive and binding on the Borrowers) that:

(a) adequate and reasonable means do not exist for ascertaining the LIBOR Rate applicable to a LIBOR Advance; or

(b) such Facility A Lender is not permitted by Applicable Law or by its customary practice to make or maintain the applicable LIBOR Advances and, in the case of a Pounds Sterling LIBOR Advance and if applicable, such Facility A Lender and the applicable Borrowers have not agreed to the Mandatory Liquid Asset Costs for such Pounds Sterling LIBOR Advances; or

(c) the CAD Payment Agent is advised by the Suspending Lenders by written notice (each, a "**Lender Libor Suspension Notice**"), such Lender LIBOR Suspension Notice to be received by the CAD Payment Agent no later than 12:00 noon (Toronto time) on the third Banking Day (in the case of U.S. LIBOR Advances) or the fourth Banking Day (in the case of Pounds Sterling LIBOR Advances) prior to the date of the requested Drawdown, Rollover or Conversion, as applicable, that such Suspending Lenders have determined that the LIBOR Rate will not or does not represent the effective cost to such Suspending Lenders of making or maintaining the applicable LIBOR Advance for the relevant Libor Period,

then, except in the case of paragraph (b) above, the CAD Payment Agent shall give notice thereof to the Lenders under Facility A and the Borrowers as soon as possible after such determination or receipt of such Lender LIBOR Suspension Notice and the Borrowers shall, within one (1) Banking Day after receipt of such notice and in replacement of the Drawdown Notice, Conversion Notice or Rollover Notice previously given by the Borrowers, give the CAD Payment Agent a Drawdown Notice or Conversion Notice, as applicable, which specifies the Drawdown of any other Advance or the Conversion of the relevant LIBOR Advance on the last day of the applicable LIBOR Period into any other Advance which would not be affected by the notice from the CAD Payment Agent pursuant to this Section 7.17.

In the event the Borrowers fail to give, if applicable, a valid replacement Conversion Notice with respect to the maturing LIBOR Advance which was the subject of a Conversion Notice or Rollover Notice, such maturing LIBOR Advance shall be Converted on the last day of the applicable LIBOR Period (i) into a U.S. Base Rate Advance, in the case of a U.S. LIBOR Advance, (ii) to Canadian Dollars at the Exchange Rate and then Converted to a Prime Rate Advance in the case of any Pounds Sterling LIBOR Advance, in each case on the last day of the LIBOR Period applicable to such LIBOR Advance as if a valid replacement Conversion Notice had been given by the Borrowers pursuant to the provisions hereof. In the event the Borrowers fail to give, if applicable, a valid replacement Drawdown Notice with respect to a Drawdown originally requested by way of a LIBOR Advance, then the Borrowers shall be deemed to have requested a Drawdown by way of a U.S. Base Rate Advance, in the case of a U.S. LIBOR Advance and a Prime Rate Advance in the case of any Pounds Sterling LIBOR Advance in the amount of the requested Pounds Sterling LIBOR Advance converted to Canadian Dollars at the Exchange Rate, and, on the originally requested Drawdown Date, the Applicable Lenders (subject to the other provisions hereof) shall make available the requested amount by way of such Advances.

In the case of paragraph (b) above, the CAD Payment Agent, acting reasonably, shall Convert such Lender's Proportionate Share of the applicable LIBOR Advance into another Available Credit under the applicable Facility, or as the Borrowers may otherwise direct, and such Lender shall deliver to the CAD Payment Agent its Proportionate Share of such LIBOR Advance in such other Available Credit on the Drawdown Date in accordance with Section 7.5.

7.18 BBSY Periods

The AU Borrowers may select, by irrevocable notice to the AU Payment Agent for BBSY Advances under Facility C and Facility D, the BBSY Period to apply to any particular BBSY Advance. The AU Borrowers shall from time to time select and give notice to the AU Payment Agent in accordance with Section 7.4 of the BBSY Period for a BBSY Advance which shall commence upon the making of the BBSY Advance or at the expiry of any outstanding BBSY Period applicable to a BBSY Advance that is the subject of a Rollover. If an AU Borrower fails in accordance with Section 7.4 to select and give the AU Payment Agent notice of a new BBSY Period for an existing BBSY Advance that has a BBSY Period that is expiring, any such BBSY Advance shall be Rolled Over to a BBSY Advance with a one (1) month BBSY Period on the last day of the BBSY Period applicable to such BBSY Advance.

7.19 Letters of Credit

Upon timely fulfillment of all applicable conditions as set forth in this Agreement, but subject to the limitations in Section 7.20, the Fronting Lenders agree to issue Letters of Credit on any Banking Day for the account of the applicable Borrower.

7.20 Letter of Credit Procedures and Limitations

The following provisions shall apply to Letter of Credit Advances:

(a) a Borrower shall give notice of each requested Letter of Credit Advance in accordance with Section 7.4;

(b) the Canadian Dollar Equivalent of the aggregate Face Amount of all Letters of Credit that may be issued and outstanding under Facility A shall not exceed Cdn. $25,000,000, as determined at the time each Letter of Credit is issued;

(c) the Face Amount of all Letters of Credit that may be issued and outstanding under Facility C shall not exceed AU $2,000,000;

(d) no Letter of Credit shall have a maturity date that is later than the earliest of 1 year after it is issued (subject to any customary auto-renewal provisions contained in any such Letter of Credit) and the Maturity Date of the Facility under which it is issued;

(e) the Letters of Credit shall not be issued for the purpose of guaranteeing the obligations of any third party;

(f) a Fronting Lender shall not have any obligation to issue a Letter of Credit until:

    (i) it has received notice of the applicable Borrower's request for a Letter of Credit Advance;

    (ii) such ancillary documents, including applications and indemnities, as it normally requires for similar transactions and which are consistent with the provisions hereof have been executed and delivered to it; and

    (iii) in the case of a Conversion of an existing Advance to a Letter of Credit Advance, the full amount of the Advance being converted together with all interest, fees and other amounts applicable thereto have been paid; and

(g) all payments made by a Fronting Lender to any Person pursuant to a Letter of Credit (including, without limitation, under Section 7.22) issued under Facility A shall, unless the Borrowers reimburse such Fronting Lender for such payment on or before the date it is made, as and from the date of such payment, be deemed to be, (i) a Prime Rate Advance for Letters of Credit denominated in Canadian Dollars, (ii) a U.S. Base Rate Advance for Letters of Credit denominated in U.S. Dollars, and (iii) in all other cases, converted to Canadian Dollars at the Exchange Rate and thereupon be deemed to be a Prime Rate Advance, with the proceeds of such U.S. Base Rate Advance or Prime Rate Advance in each case being applied against the

Obligations of the Borrowers to reimburse the applicable Fronting Lender for payment made under the applicable Letter of Credit.

(h) all payments made by a Fronting Lender to any Person pursuant to a Letter of Credit issued under Facility C (including, without limitation, under Section 7.22) shall, unless the applicable AU Borrowers reimburse such Fronting Lender for such payment on or before the date it is made, as and from the date of such payment, be deemed to be a BBSY Advance under Facility C with a BBSY Period of one month.

7.21 Payment Under Letters of Credit

Each Borrower unconditionally and irrevocably authorizes each Fronting Lender to pay the amount of any draft or demand made on such Fronting Lender under and in accordance with the terms of any Letter of Credit on demand without requiring proof of the agreement of the Borrowers that the amount so demanded was due and notwithstanding that the Borrowers may dispute the validity of any such draft, demand or payment.

The Fronting Lenders shall not have any responsibility or liability for, or any duty to inquire into, the authorization, execution, signature, endorsement, correctness, genuineness or legal effect of any certificate or other document presented to a Fronting Lender pursuant to any Letter of Credit which appear on their face to be in order, and each Borrower fully and unconditionally assumes all risks with respect to the same and, without limiting the generality of the foregoing, all risks of the acts or omissions of any beneficiary of any Letter of Credit with respect to the use by any beneficiary of any Letter of Credit. The Fronting Lenders shall not be responsible for:

(a) the validity of certificates or other documents delivered under or in connection with any Letter of Credit that appear on their face to be in order, even if such certificates or other documents should in fact prove to be invalid, fraudulent or forged;

(b) errors, omissions, interruptions or delays in transmission or delivery of any messages by mail, cable, telegraph, telefax or otherwise, whether or not they are in code;

(c) errors in translation or for errors in the interpretation of technical terms or for errors in the calculation of amounts demanded under any Letter of Credit;

(d) any failure or inability of a Fronting Lender to make payment under any Letter of Credit as a result of any Applicable Laws rightfully or wrongfully exercised by any Person asserting or exercising governmental or paramount powers; or

(e) any other consequences arising in respect of a failure by a Fronting Lender to honour a Letter of Credit due to causes beyond the control of such Fronting Lender;

and none of the above shall affect or impair any of the rights or powers of a Fronting Lender hereunder or the obligations of the Borrowers under Section 7.22. Without limiting the generality of the foregoing, it is agreed that any payment made by a Fronting Lender in good faith under and in accordance with the terms of a Letter of Credit shall be binding upon the Borrowers (and each of them), and shall not result in any liability of such Fronting Lender to the Borrowers (or any of them) and shall not lessen the obligations of the Borrowers (and each of them) under Section 7.22.

7.22 Reimbursement Obligations of the Borrowers

Except as specified herein, the Borrowers shall reimburse the applicable Fronting Lender on demand (in the currency of the applicable Letter of Credit) for any amounts paid by such Fronting Lender from time to time as contemplated by Section 7.21 and, without limiting the generality of the foregoing, the Borrowers (and each of them) shall, subject the obligations of the Fronting Lenders provided for herein, indemnify and save the Fronting Lenders harmless on demand from and against any and all other losses (including any currency exchange costs), costs, damages, expenses, claims, demands or liabilities which it may suffer or incur arising in any manner whatsoever in connection with the making of any such payments (including, without limitation, in connection with proceedings to restrain a Fronting Lender from making, or to compel a Fronting Lender to make, any such payment).

7.23 Lenders' Indemnity to the Fronting Lenders

(a) Effective on the date of issuance of each Letter of Credit issued under Facility A, the applicable Fronting Lender irrevocably agrees to grant and hereby grants to each Facility A Lender and each such Facility A Lender irrevocably agrees to accept and purchase and hereby accepts and purchases from each such Fronting Lender, on the terms and conditions hereinafter stated and, for such Facility A Lender's own account and risk, an undivided interest (equal to such Lender's Proportionate Share of Facility A, as determined by the CAD Payment Agent) in such Fronting Lender's obligations and rights under each Letter of Credit issued by such Fronting Lender under Facility A and the amount paid by such Fronting Lender thereunder. Each such Facility A Lender unconditionally and irrevocably agrees with such Fronting Lenders that, if an amount is paid under any Letter of Credit for which such Fronting Lender is not reimbursed in full by the Borrowers in accordance with the terms of this Agreement, such Facility A Lender will pay to the CAD Payment Agent, for the account of such Fronting Lender, upon demand at the CAD Payment Agent's address specified herein, an amount equal to such Lender's Proportionate Share of such amount, or any part thereof, which is not so reimbursed.

(b) Each Facility A Lender hereby agrees that its obligation to participate in each Letter of Credit issued under Facility A and to pay or to reimburse the applicable Fronting Lender for its Proportionate Share of the amounts drawn or amounts otherwise paid thereunder, is absolute, irrevocable and unconditional and will not be affected by any circumstances whatsoever (including the occurrence or continuance of any Default or Event of Default), and that each such payment will be made without offset, abatement, withholding or other reduction whatsoever.

(c) If any amount required to be paid by any Facility A Lender pursuant to Section 7.23(a) is not paid to the CAD Payment Agent, for the account of the applicable Fronting Lender, by such Facility A Lender on the date such payment is due, such Fronting Lender will be entitled to recover from such Facility A Lender, on demand, such amount with interest thereon calculated from such due date at the rate per annum applicable to Prime Rate Advances, U.S. Base Rate Advances under Facility A depending on whether the amount paid with respect to such Letter of Credit is in Canadian Dollars, or U.S. Dollars, respectively, or in the case of a Letter of Credit issued in another currency, the amount owed shall be converted to Canadian

Dollars at the Exchange Rate and interest shall be calculated based on the rate per annum applicable to Prime Rate Advances. A certificate of the applicable Fronting Lender submitted to any Facility A Lender with respect to any amounts owing under this Section 7.23(c) will be conclusive in the absence of manifest error.

(d) If at any time after a Fronting Lender has received from any Facility A Lender that Facility A Lender's Proportionate Share of such payment in accordance with Section 7.23(a) such Fronting Lender receives from the Borrowers reimbursement on account of such draw, or any payment of interest on account thereof, such Fronting Lender will pay to the CAD Payment Agent, for the account of such Facility A Lender, that Facility A Lender's Proportionate Share thereof; provided, however, that in the event that any such payment received by such Fronting Lender is required to be returned by such Fronting Lender, such Facility A Lender will return to the CAD Payment Agent for the account of such Fronting Lender, the portion thereof previously distributed to it.

7.24 Conflict with Applications

To the extent that any provision of any application for the issuance of a Letter of Credit or indemnity executed by a Borrower in the standard form of the applicable Fronting Lender or such other form as may be approved by such Fronting Lender is inconsistent with the provisions of Sections 7.19, 7.20, 7.21 and 7.22, the provisions of such Sections of this Agreement shall apply.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties

During the term of the Facilities, each Credit Party (unless otherwise specified) that is a party hereto represents and warrants for and on behalf of itself, and DPI represents and warrants for and on behalf of each other Credit Party that is not party hereto, in each case to the Administrative Agent, the Payment Agents and the Lenders, as follows:

(a) that it is duly organized and validly existing under the laws of the jurisdiction of its incorporation, each is duly registered to carry on business in each jurisdiction in which it owns Property or carries on a business where failure to be so registered would reasonably be expected to have a Material Adverse Effect and it has the corporate, trust or partnership power, as the case may be, and authority to enter into and perform its obligations under each Loan Document to which it is a party;

(b) it has the corporate, trust or partnership power and authority, as the case may be, to own or lease its Property, to carry on and conduct its business as presently conducted and, in the case of each Borrower, to borrow money and to perform its obligations under each Loan Document to which it is a party;

(c) it has obtained and maintains all Permits necessary for the ownership of its Property and the conduct of its business in each jurisdiction where it carries on business or owns Property except to the extent failure to do so would not reasonably be expected to have a Material Adverse Effect;

(d) it is duly authorized to execute and deliver the Loan Documents to which it is a party and to perform its obligations thereunder; and all corporate, trust, partnership, as the case may be, and other steps and proceedings necessary for the due execution and delivery by it of the Loan Documents to which it is a party and the performance of its obligations thereunder have been taken;

(e) the Loan Documents to which it is a party have been duly executed and delivered by it, and constitute legal, valid and binding obligations of such Credit Party, enforceable against it in accordance with their respective terms, subject to applicable bankruptcy and insolvency laws, the rights of creditors generally and rules of equity of general application;

(f) the execution and delivery by it of the Loan Documents to which it is a party and the performance by it of its obligations thereunder, do not and will not:

(i) contravene, violate or result in a breach of its Constating Documents or any shareholders' agreement (or other similar agreement) relating to it;

(ii) contravene, violate or result in a breach of any Applicable Law;

(iii) contravene, violate or result in a breach of any contract to which it is a party or to which its Property is bound, except to the extent any contravention, violation or breach would not reasonably be expected to have a Material Adverse Effect;

(iv) contravene, violate or result in a breach of any resolution of its directors, officers, trustees or partners or any committee thereof;

(v) constitute, with or without notice or lapse of time or both, an event or circumstance entitling any Person to accelerate or demand the payment of any Funded Debt;

(vi) result in the creation or imposition of any Encumbrance on any of its Property other than as contemplated herein; or

(vii) result in any requirement on it to grant any Encumbrance or result in any Person becoming entitled to call for any Encumbrance from it other than in favour of the Lenders hereunder;

(g) no consent, authorization, approval or other action by, and no publication, notice to or filing or registration with, any Governmental/Judicial Body is required for the due execution and delivery by it of the Loan Documents to which it is a party and the performance by it of its Obligations thereunder or to ensure the validity or enforceability thereof other than filings and registrations necessary to perfect and protect the Encumbrances constituted by the Security;

(h) there are no actions, suits, claims or proceedings (including counterclaims or third party proceedings) existing or, to the knowledge of its Responsible Officers threatened against it or affecting any of its Property before any

Governmental/Judicial Body which, if determined adversely against it, would reasonably be expected to have a Material Adverse Effect;

(i) in respect of each Permit of which it is a holder:

(i) it has not defaulted in any respect in the performance or observance of any of the terms or conditions contained or referenced therein; and

(ii) to its knowledge, no other party thereto is in default thereunder in any respect, nor has any such party taken any action to terminate the same,

except in any case to the extent any such default would not reasonably be expected to have a Material Adverse Effect;

(j) it is in compliance in all respects with all Applicable Laws and all Material Contracts to which it is a party or by which it is bound except to the extent failure to be in compliance would not reasonably be expected to have a Material Adverse Effect;

(k) it has in full force and effect such policies of insurance in such amounts issued by such insurers of recognized standing covering all of its Property, including, replacement cost and environmental damage insurance, as are customarily maintained by Persons engaged in the same or similar business in the locations where its Properties are located;

(l) all information, materials and documents (other than information, materials and documents setting out forecasts, projections and budgets) prepared by the Borrowers and any other Credit Party and delivered to the Administrative Agent and Lenders in connection with this Agreement were, to the knowledge at the time provided, true and accurate in all material respects (other than any information expressly disclaimed) and all information, materials and documents setting out forecasts, projections and budgets have been prepared in good faith based on commercially reasonable assumptions at the times of their respective preparation;

(m) its business and assets are being operated in compliance with Applicable Laws and, to the knowledge of its Responsible Officers, there are no breaches thereof and no enforcement actions in respect thereof are threatened or pending in any case except to the extent any failure to so comply or breach would not reasonably be excepted to have a Material Adverse Effect;

(n) it is the legal and beneficial owner of its Property and it has good and valid title to its Properties, free and clear of any Encumbrance and material adverse claims, other than Permitted Encumbrances;

(o) the Encumbrances granted under the relevant Security constitute valid, legally binding and enforceable obligations and a First-Ranking Security Interest on the collateral subject thereto subject to the Intercreditor Agreement;

(p) it has duly filed on a timely basis all Tax returns required to be filed by it, and it has paid all Taxes and remittances which are due and payable by it, and has paid all assessments and reassessments, and all other Taxes, governmental charges, governmental royalties, penalties, interest and fines claimed against it (except where it is contesting the payment of same in good faith, and it has established to the satisfaction of the Lenders a sufficient reserve or, if requested by the Lenders (acting reasonably) deposited with a court of competent jurisdiction or assessing authority (or with such other Person requested by DPI as is acceptable to the Lenders) sufficient funds for the total amount claimed, where the application of such reserve or funds would result in the discharge of such claim and the contestation thereof postpones the rights of the applicable Governmental/Judicial Body to enforce its collection remedies in respect thereof); all employee source deductions (including income Taxes, Employment Insurance and Canada Pension Plan), sales Taxes (both federal and provincial), payroll Taxes and workers compensation payments are currently paid and up to date; it has made adequate provision for, and all required installment payments have been made in respect of, Taxes and remittances payable for the current period for which returns are not yet required to be filed; there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any Tax return or the payment of any Taxes or remittances described above except as disclosed in writing to the Administrative Agent; there are no actions or proceedings being taken by Canada Revenue Agency or any other Governmental/Judicial Body to enforce the payment of any Taxes or remittances described above and it has no knowledge of any such actions or proceedings being contemplated by such authorities; all except to the extent any of the foregoing would not reasonably be expected to have a Material Adverse Effect;

(q) set out in Schedule "I" attached hereto, as such Schedule may from time to time be updated with information provided by the Borrowers in the Compliance Certificate, is:

(i) a complete list of all of the Credit Parties and all other Subsidiaries of DPI;

(ii) the legal name and authorized and issued Shares of each Credit Party (all of which issued Shares have been validly issued and are outstanding as fully paid and non-assessable Shares);

(iii) the location of the principal place of business of each Credit Party or, if it has more than one principal place of business, its chief executive office; and

(iv) a true, correct and complete list of the Relevant Jurisdictions of each Credit Party;

(r) no Default or Event of Default has occurred and is continuing;

(s) the Financial Statements of DPI most recently delivered to the Administrative Agent fairly represent on a consolidated basis the financial condition of DPI as at the date thereof and have been prepared in accordance with GAAP;

(t) no change has occurred since the date of the Financial Statements of DPI delivered to the Administrative Agent which could reasonably be expected to have a Material Adverse Effect and there is no fact known to the Borrowers or any other Credit Party that has not been disclosed by it to the Administrative Agent and the Lenders that could reasonably be expected to have a Material Adverse Effect;

(u) it has not (nor has any Credit Party) contravened or will contravene Chapter 2E or Chapter 2J of the AU Corporations Act or any equivalent or similar legislation in any other applicable jurisdiction by entering into or performing its obligations under any Loan Document to which it is a party;

(v) no Funded Debt has been incurred or can be incurred by any Credit Party under any Bailment Facility; and

(w) No Credit Party makes any source payments in the United States of America or is otherwise obligated to pay any Taxes in the United States of America pursuant to any Applicable Laws in the Unites States of America and no Credit Party is a Foreign Financial Institution.

8.2 Survival of Representations and Warranties

Unless expressly stated to be made as of a specific date, the representations and warranties made in this Agreement shall survive the execution of this Agreement and all other Loan Documents, and shall be deemed to be repeated as of the date of each Advance as provided in Section 6.2 and as of the date of delivery of each Compliance Certificate, subject to modifications made by the Borrowers in writing and agreed to by the Lenders or all of the Lenders, as applicable. The Lenders shall be deemed to have relied upon such representations and warranties at each such time as a condition of making an Advance hereunder or continuing to extend the Facilities hereunder.

ARTICLE 9
COVENANTS

9.1 Positive Covenants

During the term of the Facilities, each Credit Party (unless otherwise specified) that is a party hereto covenants and agrees for and on behalf of itself and DPI covenants and agrees for and on behalf of each other Credit Party that is not a party hereto, that it shall:

(a) duly and punctually pay the Obligations due and payable by it at the times and places and in the manner required by the terms of the Loan Documents to which it is a party;

(b) promptly provide the Administrative Agent with all information reasonably requested by the Administrative Agent from time to time concerning its financial condition, business and Property and at all reasonable times and from time to time upon reasonable notice, permit representatives of the Lenders to inspect any of its Property, and to examine and take extracts from its financial books, accounts and records relating to its financial condition, including but not limited to its financial accounts and records relating to its financial condition stored in computer data banks and computer software systems, and to discuss its financial condition with its senior officers and (in the presence of such of its representatives as it may designate) its auditors, the reasonable expense of all of which shall be paid by the

Borrowers, provided that the exercise of the rights of the Lenders under this paragraph is not more frequent than is reasonably necessary;

(c) maintain insurance on all its Property with financially sound and reputable insurance companies or associations including all-risk property insurance, comprehensive general liability insurance and business interruption insurance, in amounts and against risks that are determined to be appropriate by it acting prudently, furnish to the Administrative Agent, on written request, but in any event annually, as part of the annual Compliance Certificate, reasonably satisfactory evidence of the insurance carried;

(d) except as otherwise permitted hereunder maintain and preserve its existence, organization and status in its jurisdiction of organization;

(e) maintain and preserve its status in each jurisdiction in which it carries on a business or owns assets and make all corporate, partnership and other filings and registrations necessary in its jurisdiction of organization and in each other jurisdiction in which it carries on a business or owns assets except to the extent failure to do so would not reasonably be expected to have a Material Adverse Effect;

(f) continue to carry on the business currently being carried on and maintain all of its Property in good repair and working condition and carry on and continuously conduct its business currently being conducted in an efficient, diligent and businesslike manner and in accordance with standard industry practices except to the extent failure to do so would not reasonably be expected to have a Material Adverse Effect;

(g) comply with Applicable Laws and Material Contracts and obtain and maintain all Permits necessary for the ownership of its Property and to the conduct of its business in each Relevant Jurisdiction, including but not limited to those issued or granted by Governmental/Judicial Bodies, except to the extent failure to do so would not reasonably be expected to have a Material Adverse Effect;

(h) duly file on a timely basis all Tax returns required to be filed by it, and duly and punctually pay all Taxes and other governmental charges levied or assessed against it or its Property except to the extent failure to do so would not reasonably be expected to have a Material Adverse Effect;

(i) duly remit as and when due all employee pension contributions and/or other benefits (including workers' compensation premiums, employer health tax premiums, Canada Pension Plan contributions and Employment Insurance Commission premiums);

(j) in the case of DPI, cause each Material Subsidiary to execute and deliver to the Collateral Agent, as soon as is reasonably possible, a guarantee of the Obligations of the Borrowers together with such other Security, certificates and legal opinions described in Article 5 as and when such may be required by the Administrative Agent in accordance with this Agreement and in any event, not later than 30 days (in the case of a Subsidiary located in Canada or the U.S.) or sixty (60) days (in the case of a Subsidiary located in any other jurisdiction other than Canada or the U.S.) after such Subsidiary becomes a Material Subsidiary unless otherwise provided hereunder;

(k) ensure that the Security granted by it to the Collateral Agent, the Administrative Agent, the Payment Agents and the Lenders remains legal, valid, binding and enforceable, in accordance with its terms (subject to Applicable Laws relating to bankruptcy and insolvency affecting the rights of creditors generally and rules of equity of general application);

(l) ensure that, at all times, (i) the total assets of the Borrowers and other Subsidiaries of DPI that have executed and delivered to the Collateral Agent the Security and other documents described in Section 5.3 constitute more than 90% of the book value of the total assets of DPI determined on a consolidated basis in accordance with GAAP, and (ii) the total revenue for the then immediately preceding consecutive four (4) Fiscal Quarters of the Borrowers and other Subsidiaries of DPI that have executed and delivered to the Collateral Agent the Security and other documents described in Section 5.3 constitutes more than 90% of the consolidated revenue of DPI for such Fiscal Quarters, and (iii) the total EBITDA for the then immediately preceding consecutive four (4) Fiscal Quarters of the Borrowers and other Subsidiaries of DPI that have executed and delivered to the Collateral Agent the Security and other documents described in Section 5.3 constitute more than 90% of the consolidated EBITDA of DPI for such Fiscal Quarters. The foregoing shall be confirmed to the Administrative Agent and the Lenders in the Compliance Certificate delivered to the Administrative Agent at the end of each Fiscal Quarter;

(m) provide to the Collateral Agent all such further and additional mortgages, charges and security interests that the Collateral Agent may reasonably require to effectively mortgage, charge and subject to a security interest all of the present and future Property of each Credit Party as contemplated hereby;

(n) cooperate with the Collateral Agent to permit the Collateral Agent to forthwith register, file and record the Security (or notices, financing statements or other registrations in respect thereof) in all proper offices where such registration, filing or recording may be reasonably necessary or advantageous to perfect or protect the security interests constituted by the Security and maintain all such registrations in full force and effect;

(o) promptly notify the Administrative Agent on becoming aware of the occurrence of:

(i) any Default or Event of Default hereunder or under any other Loan Document.

(ii) any individual litigation, arbitration or other proceeding against or affecting any Credit Party or any of its Property which, if determined adversely to the Credit Party, could result in uninsured liabilities greater than $1,000,000, and from time to time provide the Administrative Agent with all reasonable information requested by the Administrative Agent concerning the status thereof;

(iii) a material default or event of default under any contract entered into by it with respect to Funded Debt;

(iv) a default or event of default under any Material Contract, whether caused by a Borrower, any other Credit Party or any counterparty to such Material Contract which would reasonably be expected to have a Material Adverse Effect;

(v) a Change of Control in respect of DPI;

(vi) any Credit Party receiving notice from any Governmental/Judicial Body in the United States of America that: (i) a Credit Party is or may be required to make source payments in the United States of America pursuant to tax or any other Applicable Laws in the United States of America; (ii) a Credit Party could be, is or is deemed to be a Foreign Financial Institution; or (iii) a Credit Party has any reporting obligations arising pursuant to any tax laws in the United States of America; or

(vii) any event or change that could reasonably be expected to have a Material Adverse Effect;

(p) ensure that the Facilities are for use by the Borrowers, and will be used by the Borrowers only for the purposes set out in this Agreement;

(q) promptly provide to the Administrative Agent any notice of a default, breach, termination event or review event delivered by a Bailment Provider to a Credit Party under the applicable Bailment Facility;

(r) provide to the Administrative Agent, from time to time, upon the request of the Administrative Agent (acting reasonably), a detailed report describing the terms and provisions of each Hedge Agreement entered into by a Borrower or any other Credit Party with any Lender or Affiliate of a Lender;

(s) provide the Administrative Agent with written notice of the early termination of any Hedge Agreement to which the Borrower or any other Credit Party is a party;

(t) provide Administrative Agent with such other documents, opinions, consents, acknowledgments and agreements as are reasonably necessary to implement this Agreement and the Security from time to time;

(u) notify the Lenders in advance of and receive their approval of any Acquisition other than a Permitted Acquisition or any Asset Disposition other than a Permitted Asset Disposition;

(v) keep Lenders fully informed with respect to due diligence reviews conducted by DPI or its Subsidiaries and the results thereof;

(w) ensure that any self loading process of ATM machines by the Credit Parties is in compliance with DPI's policy of even date, including maximum individual and aggregate exposure (which in any event shall not exceed $5,000,000 in the aggregate self-loaded into ATM machines by the Credit Parties on any single day), insurance and control procedures;

(x) enter into such Hedge Agreements as are customarily maintained by, and consistent with industry practices of, a prudent Person engaged in the same or similar business as the Borrowers;

(y) use reasonable commercial efforts to ensure that each new Contract entered into after the date hereof, or any renewal of an existing Contract after the date hereof associated with the operation or location of ATMs owned, leased or operated by DPI and its Subsidiaries, contains substantially the following provision:

> "**[the counterparty]** hereby acknowledges that the **[applicable Credit Party]** may from time to time grant to its lenders, collateral agent, administrative agents, security trustee or similar Person (collectively, the "**Lenders**") a security interest in, and an assignment of, the **[Agreement]** (the "**Security**") and such counterparty hereby consents to the Security and, upon enforcement of the Security, the Lenders, as applicable, having the right (but not the obligation) to exercise any or all of the **[applicable Credit Party]** rights under the **[Agreement]** **[NTD: the following required for each Site Contract] [and [the counterparty]** agrees to allow the Lenders access on its premises, to remove all of the assets of the **[applicable Credit Party]** and to otherwise exercise any or all of the rights of the **[applicable Credit Party]** under the **[Agreement.]**", subject to the applicable Lender performing all of the obligations of **[the applicable Credit Party]** to the counterparty arising between the date the applicable Lender advises the counterparty it is exercising any such rights until the date the applicable Lender advises the counterparty it is ceasing to exercise any such rights, including the payment of all amounts owing to the counterparty under the **[Agreement]**.".

9.2 Reporting Requirements

During the term of the Facilities, DPI shall:

(a) as soon as practicable and in any event within ninety (90) days after the end of each Fiscal Year (i) cause to be prepared and delivered to the Administrative Agent: the annual consolidated Financial Statements of DPI which shall be audited by an accounting firm designated by DPI and acceptable to the Administrative Agent (acting reasonably) and prepared in accordance with GAAP, and (ii) provide the Administrative Agent with a Compliance Certificate signed by a Responsible Officer of DPI;

(b) as soon as practical and in any event within forty-five (45) days after the end of each of DPI's first three Fiscal Quarters (i) cause to be prepared and delivered to the Administrative Agent the unaudited consolidated Financial Statements of DPI, prepared in accordance with GAAP, and (ii) provide the Administrative Agent with a Compliance Certificate signed by a Responsible Officer of DPI;

(c) as soon as practicable and in any event within ninety (90) days after the end of each Fiscal Year, provide the Administrative Agent with a one (1) year budget for the then current Fiscal Year which will include a forecast for the then current Fiscal Year and each successive Fiscal Year thereafter up to and including the Fiscal Year in which the Facility A Maturity Date occurs (such forecast to include proforma calculations of the Financial Covenants, balance sheets, income statements, and statements of cash flows and be in such detail and to contain such information as the Administrative Agent may reasonably request);

(d) as soon as practicable following execution thereof, provide the Administrative Agent with copies of all Material Contracts and any amendments, supplements, renewals, replacements or modifications thereto (together with such additional documents and information as the Administrative Agent may reasonably request), which have not been previously delivered to the Administrative Agent;

(e) promptly provide the Administrative Agent with such other information as it may reasonably request respecting the Credit Parties or any other Subsidiary of DPI, subject to usual and customary confidentiality restrictions; and

(f) as soon as reasonably practical and in any event no later than 45 days after the end of each of DC Bank's first three Fiscal Quarters and within 90 days of each Fiscal Year, cause DC Bank to provide to the Administrative Agent the quarterly and annual financial statements for DC Bank including the notes to any such statements and the investment portfolio schedule.

9.3 Negative Covenants

During the term of this Agreement, each Credit Party that is a party hereto covenants and agrees for and on behalf of itself and DPI covenants and agrees for and on behalf of each other Credit Party that is not a party hereto that it shall not:

(a) cease to carry on its business currently being carried on by it on the date hereof or operate its business in a manner that could reasonably be expected to have a Material Adverse Effect;

(b) make any Asset Dispositions, other than Permitted Asset Dispositions, without the Lenders' prior written consent (such consent not to be unreasonably withheld);

(c) consolidate, amalgamate or merge with any other Person, enter into any Restructuring Transaction without the Lenders' prior written consent, provided however, that a Credit Party may enter into a Restructuring Transaction with another wholly-owned Subsidiary of DPI, if:

(i) the successor or transferee resulting from the Restructuring Transaction, will, effective after such Restructuring Transaction, be a Credit Party;

(ii) no Default or Event of Default has occurred that is continuing and no Default or Event of Default would exist after any such Restructuring Transaction; and

(iii) the Administrative Agent is provided with all such acknowledgements, opinions and other documents as it may reasonably request confirming, among other things, the continued enforceability of the Loan Documents, as applicable;

(d) do or permit anything to adversely affect the ranking or validity of the Security except by incurring a Permitted Encumbrance;

(e) change its name, without providing the Administrative Agent with prior written notice thereof and promptly taking such steps, if any, as the Administrative Agent may, in its discretion reasonably request to permit the Administrative Agent to maintain the perfection of the Security with respect to the change in name;

(f) amend its Constating Documents in any manner that would reasonably be expected to have a Material Adverse Effect;

(g) create, incur, assume or permit to exist any Encumbrance upon any of its Property, except Permitted Encumbrances;

(h) create, incur, assume or permit to exist any Funded Debt, other than Permitted Debt;

(i) make Acquisitions other than Permitted Acquisitions without the Lenders' prior written consent (such consent not to be unreasonably withheld);

(j) declare, pay or make any Distribution, other than (i) dividends to the shareholders of DPI in an amount not greater than the rate from time to time set by the board of directors of DPI, or (ii) to another Credit Party; provided that no Distribution shall be made if a Default or Event of Default has occurred and is continuing or would occur after giving effect to such Distribution;

(k) enter into or otherwise become a party to or be obligated under any Hedge Agreement or other similar agreement ordinarily used for the purpose of hedging currency risk or interest rate risk, unless such Hedge Agreement or other agreement is entered into with a Lender or an Affiliate of a Lender, is entered into by it in the ordinary course of business and for the purpose of managing its currency risk or its interest rate risk and complies with the then applicable hedging policies approved by the board of directors of the applicable Credit Party;

(l) enter into any Contracts or transactions with any Affiliate (other than a Credit Party) of DPI, unless such Contract or transaction is on terms and conditions not more onerous to the applicable Credit Party than if such Contract or transaction was completed at fair market value with an arm's length third party;

(m) materially amend, supplement or terminate (prior to its scheduled maturity date or term) any Material Contract unless such amendment, supplement or termination could not reasonably be expected to have a Material Adverse Effect;

(n) provide any Financial Assistance or make any Investments other than Permitted Financial Assistance/Investments;

(o) change its Fiscal Year end;

(p) enter into any Bailment Facility or other similar agreement or arrangement with any Person (including without limitation any arrangement where such Person agrees to provide cash to a Credit Party to supply a Credit Party's ATMs) other than those Bailment Facilities listed in the definition of "Bailment Facility" hereunder or otherwise approved pursuant to this Agreement, without the prior written consent of the Majority Lenders, acting reasonably; or

(q) incur Capital Expenditures in an aggregate amount greater than $15,000,000 in any Fiscal Year on a consolidated basis for all the Credit Parties.

9.4 Financial Covenants

During the term of this Agreement, DPI covenants and agrees that it shall at all times maintain the following financial ratios (to be calculated by DPI at the end of each Fiscal Quarter):

(a) ensure that the Total Leverage Ratio is equal to or less than 3.50:1.00;

(b) ensure that the Fixed Charge Cover Ratio equals or exceeds 1.35:1.00; and:

(c) ensure that the Senior Secured Debt to EBITDA Ratio is equal to or less than:

(i) 2.25:1.00 for the period beginning on the Financial Closing Date to and including December31, 2015; and

(ii) 2.00:1.00 for the period beginning on January 1, 2016 and thereafter.

ARTICLE 10
DEFAULT

10.1 Events of Default

The occurrence of any one or more of the following events, after the expiry of any applicable cure period set out below, shall constitute an "**Event of Default**":

(a) a Credit Party fails to pay any amount of principal when the same becomes due and payable hereunder, whether at maturity or otherwise or any Credit Party fails to pay any amount owing under any Hedge Agreement, after the sum becomes due and payable thereunder;

(b) a Credit Party fails to pay any: (i) amount of interest or fees payable in respect of the Facilities within three (3) Banking Days after the same becomes due and payable hereunder; or (ii) costs, expenses or any other amount of Obligations (other than principal, interest and fees hereunder or amounts due under any Hedge Agreement) within thirty (30) days after the same becomes due and payable hereunder or under any other Loan Document;

(c) any Credit Party does not observe or perform any covenant or obligation contained herein or in any other Loan Document to which it is a party (not otherwise specifically dealt with under this Section 10.1) and such breach or omission shall continue unremedied for more than thirty (30) days after the earlier of a Responsible Officer of such Credit Party having knowledge of the breach or omission and such Credit Party receiving written notice from the Administrative Agent of such breach or omission;

(d) any Credit Party makes any representation or warranty under any of the Loan Documents to which it is a party which is incorrect or incomplete when made or deemed to be made and (i) the incorrect or incomplete representation or warranty is not capable of being remedied by such Creditor Party, or (ii) if the matter is capable of being remedied by such Credit Party, the same shall be continued unremedied for more than thirty (30) days after the earlier of a Responsible Officer of such Credit Party having actual knowledge of the incorrect or misleading representation or warranty, and such Credit Party receiving written notice from the Administrative Agent of such incorrect or misleading representation or warranty;

(e) if any event or circumstance (including non-payment) shall occur under any agreement or instrument relating to Funded Debt of any Credit Party which would permit a Person to declare (whether immediately or with notice or lapse of time or both) such Funded Debt to become due prior to the stipulated date for repayment thereof, or maturity (or in the case of Funded Debt payable on demand, if any demand is made at all), in each case where the amount of such Funded Debt is in an amount in excess of Cdn. $5,000,000 (or the Australian Dollar Equivalent thereof);

(f) a termination event occurs under a Bailment Facility;

(g) the occurrence of an Insolvency Event in respect of any Credit Party;

(h) if Property of any Credit Party having a fair market value in excess of $5,000,000 (or the Australian Dollar Equivalent thereof) shall be seized (including by way of execution, attachment, garnishment or distraint) or any Encumbrance thereon shall be enforced, or such Property shall become subject to any receivership, or any charging order or equitable execution of a court, or any writ of enforcement, writ of execution or distress warrant with respect to obligations in excess of $5,000,000 (or the Australian Dollar equivalent thereof) shall exist in respect of such Credit Party or such Property, or any receiver, sheriff, civil enforcement agent or other Person shall become lawfully entitled to seize or distrain upon any such Property under the *Civil Enforcement Act* (Alberta), the *Workers' Compensation Act* (Alberta), the *Personal Property Security Act* (Alberta) or any other Applicable Laws whereunder similar remedies are provided, and in any case such seizure, execution, attachment, garnishment, distraint, receivership, charging order or equitable execution, or other seizure or right, shall continue in effect and not released or discharged for more than thirty (30) days;

(i) if one or more judgments for the payment of money in the aggregate in excess of $5,000,000 (or the Australian Dollar Equivalent thereof) individually, or $10,000,000 (or the Australian Dollar Equivalent thereof) in the aggregate from time to time, and not substantially covered by insurance, shall be rendered by a court of competent jurisdiction against a Credit Party and such Credit Party shall not have provided for its discharge in accordance with its terms or arranged for a stay of such judgment within the earlier to occur of (A) thirty (30) days from the date of entry thereof, or (B) the execution of such judgment;

(j) if any material provision of any Loan Document shall at any time cease to be in full force and effect, be declared to be void or voidable or shall be repudiated, or the validity or enforceability thereof shall at any time be contested by any Credit Party, or any Credit Party shall deny that it has any or any further liability or obligation thereunder;

(k) there is an event or circumstance with respect to any Credit Party which has a Material Adverse Effect;

(l) if there occurs a Change of Control in respect of DPI or any other Credit Party and the Lenders have not consented to such Change of Control;

(m) any Credit Party defaults in the performance of any of its obligations (not otherwise specifically dealt with under this Section 10.1) under a Hedge Agreement and such default shall continue unremedied for more than thirty (30) days;

(n) DPI fails to observe or perform any of the covenants set out in Section 9.4;

(o) DC Bank changes its business activities or, in the opinion of the Lenders (acting reasonably), its creditworthiness is materially weaker at any time, and if DPI fails to promptly use its reasonable commercial efforts after notice thereof is provided by the Administrative Agent to DPI, to enter into agreements with another financial institution (acceptable to the Lenders, acting reasonably) for the “Prepaid Card” business of DPI and in any event such agreements are not entered into within 180 days after such notice is provided by the Administrative Agent to DPI;

(p) if any Credit Party shall commit a breach of or fail to observe any of its covenants as provided for in any of Sections 9.3 (a) through (d) (inclusive), (g) through (k) (inclusive), (m), (n) or (p);

(q) if any Credit Party makes any voluntary principal repayment under any Senior Note Debt or Permitted Subordinated Indebtedness without the prior written consent of the Majority Lenders; or

(r) if the report of the auditor of DPI with respect to the audited Financial Statements of the Borrowers is subject to any “going concern” or equivalent qualification, which is not acceptable to the Lenders acting reasonably.

10.2 Acceleration and Termination of Rights

If any Event of Default occurs and is continuing, no Lender shall be under any further obligation to provide any Advances and the Majority Lenders may instruct the Administrative Agent to give an Acceleration Notice to the Borrowers or any other Credit Party (i) declaring the Lenders' obligations to provide Advances to be terminated, whereupon the same shall forthwith terminate, and/or (ii) declaring the Obligations to be forthwith due and payable, whereupon they shall become and be forthwith due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Credit Parties. The Administrative Agent shall be deemed to have given an Acceleration Notice to each Credit Party immediately before the occurrence of an Event of Default referred to in Section 10.1(g).

10.3 Payment of Bankers' Acceptances, Letters of Credit and Hedge Agreements

Immediately upon the delivery or deemed delivery of an Acceleration Notice referred to in Section 10.2, the Borrowers shall, without necessity of further act or evidence, be and become thereby unconditionally obligated to deposit forthwith with the Collateral Agent for the Lenders' benefit Collateral equal to the full principal amount at maturity of all Bankers' Acceptances and Notional Bankers' Acceptances, the Face Amount of all Letters of Credit then outstanding and the amount that a Hedge Lender advises the Collateral Agent is required as a result of unwinding all Hedge Agreements between the Credit Parties (or any of them) and such Hedge Provider (such amounts to be determined in accordance with the respective terms of such Hedge Agreements), and the Borrowers hereby unconditionally promise and agree to deposit with the Collateral Agent, immediately upon the delivery or deemed delivery of an Acceleration Notice, Collateral in the amount so demanded. The Borrowers authorize the Administrative Agent, the Payment Agents, the Lenders, or any of them at such time, to debit their accounts with: (i) the amount required to pay such Bankers' Acceptances and Notional Bankers' Acceptances, notwithstanding that any such Bankers' Acceptances and Notional Bankers' Acceptances may be held by the Lenders, or any of them, in their own right at maturity, (ii) the amount required to pay any drawings or potential drawings under Letters of Credit and (iii) the amount to unwind any such Hedge Agreements. Amounts paid to the Collateral Agent pursuant to such a demand in respect of Letters of Credit shall be considered to be held as security: (i) firstly for any amounts paid by a Fronting Lender under such Letters of Credit (and if thereafter applied to reimburse the Fronting Lender for amounts paid by it under a Letter of Credit, shall reduce the obligation of the Borrowers to pay amounts to such Fronting Lender as a result of a draw under such Letter of Credit), and (ii) secondly as security for the Obligations. Amounts paid to the Collateral Agent pursuant to such a demand in respect of Bankers' Acceptances or Notional Bankers' Acceptances shall be considered to be a repayment by the Borrowers in respect of such obligations (without any deduction of fees or discounts in respect thereof) and be applied against and shall reduce, *pro rata* among the BA Lenders and Non BA Lenders, in the case of Bankers' Acceptances and Notional Bankers' Acceptances (to the extent of the amounts paid to the CAD Payment Agent in respect of Bankers' Acceptances or Notional Bankers' Acceptances, as the case may be), the obligation of the Borrowers to pay amounts then or thereafter payable under such Bankers' Acceptances or Notional Bankers' Acceptances accepted or issued hereunder at the times amounts become payable under or in respect thereof, as the case may be. Amounts paid to the Administrative Agent pursuant to such a demand in respect of Hedge Agreements shall be used *pro rata* among the Hedge Providers to effect the unwinding of such Hedge Agreements.

10.4 Cash Collateral Accounts

Upon the occurrence of an Event of Default and for so long as such Event of Default is continuing or upon receipt of Collateral by the Collateral Agent pursuant to this Agreement and in addition to any other rights or remedies of the Administrative Agent, the Payment Agents and the Lenders hereunder but subject to the provisions of the Intercreditor Agreement, each Payment Agent, for the benefit of the Applicable Lenders hereunder, shall thereafter be entitled to deposit and retain in an account to be maintained by the Collateral Agent, and which for the purposes hereof shall be considered to be such Payment Agent's account and not the Borrowers' account (bearing interest for the Borrowers' account at the rates of such Payment Agent as may be applicable in respect of demand deposits of similar amounts), amounts which are received by such Payment Agent from the Borrowers to the extent that, and for so long as, such amounts may be required to satisfy any contingent or unmatured obligations or liabilities of the Borrowers to such Payment Agent and the Applicable Lenders under the Loan Documents.

10.5 Remedies

Upon the delivery or deemed delivery of an Acceleration Notice contemplated by Section 10.2, the Security shall become immediately enforceable and the Majority Lenders may instruct the Administrative Agent and the Collateral Agent to take such action or proceedings on behalf of the Lenders and the Hedge Providers as the Majority Lenders in their sole discretion deem expedient to enforce the rights and remedies available to the Administrative Agent, the Payment Agents, the Collateral Agent and the Lenders and the Hedge Providers under or in respect of the Loan Documents, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Credit Parties.

10.6 Waivers

Subject to Section 11.1, the Lenders may from time to time waive a Default or Event of Default, absolutely or for a limited time and subject to such terms and conditions as the Lenders may specify. No such waiver shall be construed to extend to the occurrence of any other Default or Event of Default. No failure of the Administrative Agent, a Payment Agent or the Lenders to exercise, or delay by the Administrative Agent, a Payment Agent or the Lenders in exercising, any of its rights or remedies shall be construed as a waiver of any Default or Event of Default.

10.7 No Obligation to Enforce

None of the Lenders, the Administrative Agent, the Payment Agents and the Collateral Agent shall be under any obligation to the Borrowers or any other Person to realize any Property subject to the Security or enforce the Security or any part thereof or to allow any Property subject to the Security to be sold, dealt with or otherwise disposed of. None of the Lenders, the Administrative Agent, the Payment Agents and the Collateral Agent shall be responsible or liable to any of the Credit Parties or any other Person for any loss or damage upon the realization or enforcement of, the failure to realize or enforce any Property subject to the Security or any part thereof or the failure to allow any Property subject to the Security to be sold, dealt with or otherwise disposed of or for any act or omission on their respective parts or on the part of any director, officer, agent, servant or adviser in connection with any of the foregoing, except that a Lender, the Administrative Agent or the Payment Agents may be responsible or liable for any loss or damage arising from the willful misconduct or gross negligence of that Lender, the Administrative Agent or the Payment Agents, respectively.

10.8 Perform Obligations

If, after the Administrative Agent's delivery or deemed delivery of an Acceleration Notice contemplated by Section 10.2, any Credit Party has failed to perform any of its covenants or agreements in the Loan Documents, the Majority Lenders, may, but shall be under no obligation to instruct the Administrative Agent on behalf of the Lenders to perform any such covenants or agreements in any manner deemed fit by the Majority Lenders without thereby waiving any rights to enforce the Loan Documents. The reasonable expenses (including any reasonable legal costs) paid by the Administrative Agent and/or Lenders in respect of the foregoing shall be added to and become part of the Obligations and shall be secured by the Security.

10.9 Third Parties

No Person dealing with the Lenders, the Administrative Agent, the Payment Agents or any agent of the Lenders, the Administrative Agent or the Payment Agents shall be concerned to inquire whether the Security have has become enforceable, or whether the powers which the Administrative Agent, the Payment Agents or the Lenders are purporting to exercise have been exercisable, or whether any Obligations remain outstanding upon the security thereof, or as to the necessity or expediency of the stipulations and conditions subject to which any sale shall be made, or otherwise as to the propriety or regularity of any sale or other disposition or any other dealing with the collateral charged by such Security or any part thereof.

10.10 Remedies Cumulative

The rights and remedies of the Administrative Agent, the Payment Agents and the Lenders (or any of them) under the Loan Documents are cumulative and are in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by the Administrative Agent, any Payment Agent and the Lenders (or any of them) of any right or remedy for a default or breach of any term, covenant, condition or agreement herein contained 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 the Administrative Agent, any Payment Agent and the Lenders (or any of them) may be lawfully entitled for the same default or breach. Any waiver by the Administrative Agent, the Payment Agents and the Lenders (or any of them) of the strict observance, performance or compliance with any term, covenant, condition or agreement herein contained, and any indulgence granted by the Administrative Agent, the Payment Agents and the Lenders (or any of them) shall be deemed not to be a waiver of any subsequent default.

ARTICLE 11
THE ADMINISTRATIVE AGENT, THE PAYMENT AGENTS AND THE LENDERS

11.1 Decision-Making

(a) Any amendment to this Agreement or any other Loan Document (other than the Hedge Agreements and the Service Agreements) relating to the following matters shall be effective only if agreed between the Borrowers and the Lenders acting unanimously:

(i) decreases in interest rates and fees in respect of the Facilities (other than the Swingline Facility);

(ii) except to the extent provided for in Sections 2.2 and 2.6 increases in the maximum amount of credit available under any Facility;

(iii) extensions of the Maturity Date of any Facility;

(iv) extensions of the scheduled dates or scheduled amounts for repayments hereunder;

(v) releases of all or any portion of the Security, except as provided in Section 11.1(b);

(vi) the definition of "Majority Lenders" in Section 1.1;

(vii) the provisions of Article 5;

(viii) this Section 11.1;

(ix) an assignment or transfer by a Credit Party of any of its rights and obligations under this Agreement other than as provided for herein;

(x) any matter which, pursuant to such Loan Documents, specifically requires the consent or agreement of all of the Lenders; or

(xi) an Event of Default under Section 10.1(a) or 10.1(b).

(b) The Administrative Agent may from time to time without notice to or the consent of the Lenders direct the Collateral Agent to execute and deliver partial releases of the Security in respect of any item of property of any Credit Party (whether or not the proceeds of sale thereof are received by the Administrative Agent) which any Credit Party is permitted to dispose of without obtaining the prior written consent of the Majority Lenders; and in releasing any such Security the Administrative Agent may rely upon and assume the correctness of all information contained in any certificate or document provided by any Credit Party, without further enquiry. Otherwise, any release or discharge in respect of the Security or any portion thereof shall require the written consent of all of the Lenders.

(c) Except for the matters described in paragraph (a) above, any amendment to this Agreement shall be effective if made between the Borrowers and the Majority Lenders, and for greater certainty any such amendment which is agreed to by the Majority Lenders shall be final and binding on all Lenders and the Hedge Providers; provided however, any amendment, supplement or waiver of any provision of a Hedge Agreement or a Service Agreement shall not require the approval of the Administrative Agent or the Majority Lenders but shall be effective if it is signed by the Lender (or Affiliate of such Lender) and the Credit Parties that are a party thereto, as the case may be.

(d) Except for the matters which require the unanimous consent of the Lenders as set out above, and except as otherwise expressly provided in this Agreement, any action to be taken or decision to be made by the Lenders pursuant to this Agreement (specifically including for greater certainty the issuance of written notice to the Borrowers of the occurrence of a Default or Event of Default, the issuance of a demand for payment of the Obligations, the provision of any waiver in respect of an Event of Default, the waiver of any condition precedent to an Advance, or the issuance of any consent) shall be effective if approved by the Majority Lenders; and any such decision or action shall be final and binding upon all the Lenders and the Hedge Providers.

(e) Any action to be taken or decision to be made by the Lenders pursuant to this Agreement which is required to be unanimous shall be made at a meeting of the Lenders called by the Administrative Agent pursuant to Section 11.7(i) or by a written instrument executed by all of the Lenders. Any action to be taken or decision to be made by the Lenders pursuant to this Agreement which is required to be made by the Majority Lenders shall be made at a meeting of the Lenders called by the Administrative Agent pursuant to Section 11.7(i) or by a written instrument executed by the Majority Lenders. Any such instrument may be executed by fax or pdf and in counterparts. Any such approval approved at a meeting or authorized by written instrument may instruct the Administrative Agent to execute any and all applicable documents for and on behalf of the Lenders.

11.2 Security

(a) Except to the extent provided in paragraph 11.2(b), the Security (and the Encumbrances created thereby) shall be granted in favour of and held by the Collateral Agent, for and on behalf of the Lenders, the Hedge Providers and the Bailment Providers in accordance with the provisions of this Agreement and the Intercreditor Agreement. The Collateral Agent shall, in accordance with its usual practices in effect from time to time, take all steps required to perfect and maintain the Security which is held by it from time to time (and the Encumbrances created thereby), including: filing renewals and change notices in respect of such Security (and the Encumbrances created thereby); and ensuring that its name is noted as on all property insurance policies covering the Property Encumbered by the Security to the extent required herein. If the Collateral Agent becomes aware of any matter concerning the Security held by it (or the Encumbrances created thereby) which it considers to be material, it shall promptly inform the Lenders. The Collateral Agent shall, subject to the provisions of the Intercreditor Agreement, comply with all instructions provided by the Lenders in connection with the enforcement or release of the Security (and the Encumbrances created thereby) which it holds, except as provided in Section 11.1(b). The Collateral Agent agrees to permit each Lender to review and make photocopies of the original documents comprising the Security which it holds from time to time upon reasonable notice.

(b) If a Credit Party has provided security in favour of any Lender directly, except for Purchase Money Security Interests, such Lender agrees to pay to the Collateral Agent all amounts received by it in connection with the enforcement of such security, and all such amounts shall be deemed to constitute Proceeds of Realization and shall be dealt with as provided in Section 11.3, provided that a Bailment Provider may retain Proceeds of Realization received from Bailment Cash or Bailment Collateral.

11.3 Application of Proceeds of Realization

Notwithstanding any other provision of this Agreement but subject to the provisions of the Intercreditor Agreement (including without limitation, the rights of a Bailment Provider to retain

Proceeds of Realization with respect to Bailment Cash and Bailment Collateral), the Proceeds of Realization of the Security or any portion thereof shall be distributed in the following order:

(a) firstly, in payment of all reasonable costs and expenses as contemplated by paragraph 9(a) of the CBA Model Provisions incurred by the Administrative Agent, the Payment Agents and the Lenders, including in connection with the realization and including legal, accounting and receivers' fees and disbursements;

(b) secondly, distributed to the Lenders (in accordance with each Lender's Proportionate Share of the Facilities) on account of interest and fees (including any interest and fees associated with unwinding any Hedge Agreements but not including any other Hedge Obligations under any Hedge Agreement or Obligations under any Service Agreement) owing to them in respect of the Facilities and such Hedge Agreements, until all such interest and fees owing to all of the Lenders have been paid in full;

(c) thirdly, distributed to the Lenders (in accordance with each Lender's Proportionate Share of the Facilities) on account of the principal amount of the Lenders' Obligations, all Hedge Obligations (other than any paid pursuant to (b) above) under the Hedge Agreements and all Obligations under the Service Agreements until such principal amounts owing to all of the Lenders, the Hedge Obligations under the Hedge Agreements and the Obligations under the Service Agreements have been paid in full;

(d) fourthly, distributed to the Lenders (in proportion to all of their remaining Obligations) on account of any other Obligations that then remain outstanding and owing to the Lenders, the Hedge Lenders and any Affiliate of any Lender under the Loan Documents; and

(e) fifthly, if all obligations of the Credit Parties listed above have been paid and satisfied in full, any surplus Proceeds of Realization shall be paid in accordance with Applicable Law.

11.4 Payments by Payment Agents

(a) The following provisions shall apply to all payments made by the Payment Agents to the Applicable Lenders hereunder:

(i) no Payment Agent shall be under any obligation to make any payment (whether in respect of principal, interest, fees or otherwise) to any Lender until an amount in respect of such payment has been received by such Payment Agent from the Borrowers;

(ii) if a Payment Agent receives a payment of principal, interest, fees or other amount owing by the Borrowers under a Facility which is less than the full amount of any such payment due, such Payment Agent shall distribute such amount received among the Applicable Lenders under such Facility in each Lender's Proportionate Share of such Facility, as applicable;

(iii) if any Lender has advanced more or less than its Proportionate Share of its Commitment under a Facility, such Lender's entitlement to such payment shall be increased or reduced, as the case may be, in proportion to the amount actually advanced by such Lender;

(iv) if a Lender's Proportionate Share of an Advance under a Facility has been advanced for less than the full period to which any payment by a Borrower relates, such Lender's entitlement to receive a portion of any payment of interest or fees shall be reduced in proportion to the length of time such Lender's Proportionate Share has actually been outstanding (unless such Lender has paid all interest required to have been paid by it to the applicable Agent pursuant to the CBA Model Provisions);

(v) each Payment Agent acting reasonably and in good faith shall, after consultation with the Applicable Lenders in the case of any dispute, determine in all cases the amount of all payments to which each Lender is entitled and such determination shall be deemed to be *prima facie* correct;

(vi) upon request, each Payment Agent shall deliver a statement detailing any of the payments to the Lenders referred to herein;

(vii) all payments by each Payment Agent to a Lender hereunder shall be made to such Lender at its address set out herein unless notice to the contrary is received by such Payment Agent from such Lender; and

(viii) if a Payment Agent has received a payment from the Borrowers on a Banking Day (not later than the time required for the receipt of such payment as set out in this Agreement) and fails to remit such payment to any Lender entitled to receive its Proportionate Share of such payment on such Banking Day, such Payment Agent agrees to pay interest on such late payment at a rate determined by such Payment Agent in accordance with prevailing banking industry practice on interbank compensation.

(b) Each Payment Agent may in its discretion from time to time make adjustments in respect of any Lender's share of a Drawdown, Conversion, Rollover or Repayment under a Facility in order that the Obligations due to such Lender under such Facility shall be approximately in accordance with such Lender's Proportionate Share of the Facility.

11.5 Adjustments to Outstanding Advances

Each Lender agrees that, after the Administrative Agent (on the instructions of the Majority Lenders) demands (or is deemed to have demanded) payment of the Obligations outstanding under the Facilities pursuant to Section 10.2, it will at any time and from time to time upon the request of the Administrative Agent as requested by any Lender, purchase portions of the Advances made available by the other Lenders, which remain outstanding and make any other adjustments which may be necessary or appropriate, in order that the aggregate amount of Advances made by each Lender under each of the Facilities will be in the same proportion as the applicable Lender's Proportionate Share of its Commitment applicable to such Facility.

11.6 Protection of Administrative Agent and Payment Agents

(a) Unless the Administrative Agent or a Payment Agent has actual knowledge or actual notice to the contrary, it may assume that each Lender's address set out on the signature pages attached hereto is correct, unless and until it has received from such Lender a notice designating a different address.

(b) Each of the Administrative Agent and Payment Agents may engage and pay for the advice or services of any sub-agents, (including, without limitation, an Australian security or collateral agent), lawyers, accountants or other experts whose advice or services may to it seem necessary, expedient or desirable and rely upon any advice so obtained (and to the extent that the reasonable costs with respect thereto are not recovered from the Borrowers pursuant to this Agreement, each Lender agrees to reimburse the Administrative Agent or such Payment Agent, as applicable, in such Lender's Proportionate Share of such costs).

(c) Unless the Administrative Agent or a Payment Agent has actual knowledge or actual notice to the contrary, it may rely as to matters of fact which might reasonably be expected to be within the knowledge of any Credit Party upon a statement contained in any Loan Document.

(d) Unless the Administrative Agent or a Payment Agent has actual knowledge or actual notice to the contrary, it may rely upon any communication or document believed by it to be genuine.

(e) The Administrative Agent may refrain from exercising any right, power or discretion vested in it under this Agreement unless and until instructed by the Majority Lenders as to whether or not such right, power or discretion is to be exercised and, if it is to be exercised, as to the manner in which it should be exercised (provided that such instructions shall be required to be provided by all of the Lenders in respect of any matter for which the unanimous consent of the Lenders is required as set out herein).

(f) Each of the Administrative Agent and the Payment Agents may refrain from exercising any right, power or discretion vested in it which would or might in its sole discretion be contrary to any Applicable Law of any jurisdiction or any directive or otherwise render it liable to any Person, and may do anything which is in its sole discretion necessary to comply with any such Applicable Law or directive.

(g) Each of the Administrative Agent and the Payment Agents may delegate to such other Person, such duties and responsibilities of the Administrative Agent and such Payment Agents, as applicable, hereunder as it shall determine to be appropriate in respect of dealings with or relating to the Borrowers or any other Person.

(h) The Administrative Agent may refrain from acting in accordance with any instructions of the Majority Lenders to begin any legal action or proceeding arising out of or in connection with this Agreement or take any steps to enforce or realize upon any Security, until it shall have received such security as it may reasonably require (whether by way of payment in advance or otherwise) against all costs, claims, expenses (including legal fees) and liabilities which it will or may expend or incur in complying with such instructions.

(i) None of the Administrative Agent and the Payment Agents shall be bound to disclose to any Person any information relating to any Credit Party or any Affiliate thereof if such disclosure would or might in its opinion in its sole discretion constitute a breach of any law or regulation or be otherwise actionable at the suit of any Person.

(j) None of the of the Administrative Agent and the Payment Agents shall accept any responsibility for the accuracy and/or completeness of any information supplied in connection herewith or for the legality, validity, effectiveness, protection, adequacy or enforceability of any Loan Document and shall not be under any liability to any Lender as a result of taking or omitting to take any action in relation to any Loan Document except in the case of the Administrative Agent's or a Payment Agent's, as applicable, gross negligence or willful misconduct.

11.7 Duties of The Collateral Agent and the Administrative Agent

The Collateral Agent shall hold and maintain the Security to the extent provided in Section 5.1.

The Administrative Agent shall:

(a) provide to each Lender copies of all financial information received from the Credit Parties promptly after receipt thereof and other notices received by the Administrative Agent from the Credit Parties upon request by any Lender;

(b) promptly notify each Lender of the occurrence of any Default or Event of Default of which the Administrative Agent has actual knowledge or actual notice;

(c) at the time of engaging any agent, sub-agent, receiver, receiver-manager, consultant, monitor or other party in connection with the Security or the enforcement thereof, obtain the agreement of such party to comply with the applicable terms of this Agreement in carrying out any such enforcement activities and dealing with any Proceeds of Realization;

(d) account for any monies received by it in connection with this Agreement, the Security and any other agreement delivered in connection herewith or therewith;

(e) each time the Borrowers request the written consent of the Lenders in connection with any matter, use its reasonable commercial efforts to obtain and communicate to the Borrowers the response of the Lenders in a reasonably prompt and timely manner having due regard to the nature and circumstances of the request;

(f) give written notice to the Borrowers in respect of any other matter in respect of which notice is required in accordance with or pursuant to this Agreement, promptly or promptly after receiving the consent of the Lenders, if required under the terms of this Agreement;

(g) except as otherwise provided in this Agreement, act in accordance with any instructions given to it by the Majority Lenders or all of the Lenders (as applicable);

(h) if so instructed by the Majority Lenders, refrain from exercising any right, power or discretion vested in it under this Agreement or any document incidental thereto; and

(i) call a meeting of the Applicable Lenders at any time not earlier than five (5) days and not later than thirty (30) days after receipt of a written request for a meeting provided by any Applicable Lender.

Each Payment Agent shall:

(j) provide to each Applicable Lender copies of any Drawdown Notices, Conversion Notices, Rollover Notices, Repayment Notices and other notices received by such Payment Agent from the Credit Parties upon request by any Applicable Lender;

(k) promptly advise each Applicable Lender of Advances required to be provided by it hereunder and disburse all Repayments (including without limitation any mandatory repayments under Section 3.3) received by it to the Applicable Lenders hereunder in accordance with the terms of this Agreement (but subject to the Intercreditor Agreement); and

(l) account for any monies received by it in connection with this Agreement, the Security and any other agreement delivered in connection herewith or therewith.

If the Administrative Agent or the AU Payment Agent receives a request by a Lender, such Agent will provide a privacy notice (in the form recommended by the Asia Pacific Loan Market Association, Australia Branch or as otherwise directed by such Lender) to a representative of each officer of a Credit Party whose personal information has been collected on behalf of the Lenders, which details the manner in which personal information collected in connection with this Agreement may be used and disclosed by the Lenders.

11.8 Lenders' Obligations Several; No Partnership

The obligations of each Lender under this Agreement are several. The failure of any Lender to carry out its obligations hereunder shall not relieve the other Lenders of any of their respective obligations hereunder. No Lender shall be responsible for the obligations of any other Lender hereunder. Neither the entering into of this Agreement nor the completion of any transactions contemplated herein shall constitute the Lenders a partnership. Each Lender may lend money to and have business dealings with the Credit Parties and their respective Affiliates outside the scope of this Agreement, provided that any security held by such Lender in respect of the assets of any Credit Party shall be held by such Lender in trust for the Administrative Agent and the applicable Payment Agent and any proceeds from the realization of such security shall constitute Proceeds of Realization as provided herein. In addition to the foregoing, the parties hereto acknowledge that any Lender may maintain and continue to maintain a relationship with the Borrowers encompassing cheque clearing services and the maintaining of current accounts.

11.9 Sharing of Information

The Administrative Agent, the Payment Agents and the Lenders may share among themselves any information and opinions they may have from time to time concerning the Credit Parties (or any of them) whether or not such information is confidential; but shall have no obligation to do so (except for any obligations of the of the Administrative Agent and the Payment Agents to provide information to the extent required in this Agreement).

11.10 Acknowledgement by Credit Parties

Each Credit Party which is a party hereto (and DPI on behalf of each Credit Party which is not a party hereto) hereby acknowledges notice of the terms of the provisions of this Article 11 and agrees to be bound hereby to the extent of its obligations hereunder, and further agrees not to make any payments, take any action or omit to take any action which would result in the non-compliance by the of the Administrative Agent, the Payment Agents or any Lender with its obligations hereunder.

11.11 Amendments to Article 11

Except in respect of Section 11.1 and as otherwise specifically provided herein, the Administrative Agent, the Payment Agents and the Lenders may amend any provision in this Article 11 without prior notice to or the consent of the Credit Parties, and the Administrative Agent shall provide a copy of any such amendment to the Borrowers reasonably promptly thereafter; provided however if any such amendment would adversely affect any rights, entitlements, obligations or liabilities of any Credit Party, such amendment shall not be effective until such Credit Party has received written notice thereof and has provided its written consent thereto, such consent not to be unreasonably withheld or arbitrarily delayed.

11.12 Deliveries, etc.

As between the Credit Parties on the one hand, and the Administrative Agent, the Payment Agents and the Lenders on the other hand:

(a) all statements, certificates, consents and other documents which the Administrative Agent purports to deliver to any Credit Party on behalf of the Lenders shall be binding on each of the Lenders, and none of the Credit Parties shall be required to ascertain or confirm the authority of the Administrative Agent in delivering such documents;

(b) all certificates, statements, notices and other documents which are delivered by a Credit Party to the Administrative Agent in accordance with this Agreement shall be deemed to have been duly delivered to each of the Lenders; and

(c) all payments which are delivered by any Borrowers to a Payment Agent for application to the Obligations in accordance with this Agreement shall be deemed to have been duly delivered to each of the Applicable Lenders.

11.13 Limitation on Rights of Hedge Providers

No Hedge Provider (in such capacity) shall be entitled to vote on, consent to, or provide instructions to the Administrative Agent or any Payment Agent on any matter under or in connection with this Agreement unless the only Obligations outstanding are Hedge Obligations. A Hedge Provider (in such capacity) shall be entitled to participate in the Realization Proceeds in accordance with Section 11.3 but cannot vote on consent to, or provide instructions to the Administrative Agent on any matter under or in connection with any enforcement action under any Loan Document. Notwithstanding the foregoing, nothing in this Section 11.13 shall limit any other rights or remedies any Hedge Provider may have under a Hedge Agreement to which it is a party or Applicable Law.

ARTICLE 12
CBA MODEL PROVISIONS

12.1 CBA Model Provisions Incorporated by Reference

The CBA Model Provisions (except for the footnotes contained therein) form part of this Agreement and are incorporated herein by reference, subject to the following variations:

(a) Each term set out below which is used as a defined term in the CBA Model Provisions shall be deemed to have been replaced as set out below; and for greater certainty, such replacement term shall have the meaning ascribed thereto in Section 1.1 of this Agreement:

CBA Model Provisions Definition		**Section 1.1 Credit Agreement Definition**
"Applicable Percentage"	shall be replaced by	"Proportionate Share";
"Base Rate"	Shall be replaced by	"U.S. Base Rate";
"Issuing Bank"	shall be replaced by	"Fronting Lender"
"Loan"	shall be replaced by	"Advance";
"Obligors"	shall be replaced by	"Credit Parties" (and all necessary changes required by the context shall be deemed to have been made);
"Permitted Lien"	shall be replaced by	"Permitted Encumbrances";
"Provisions"	shall be replaced by	"CBA Model Provisions"; and
"Required Lenders"	shall be replaced by	"Majority Lenders".

(b) "Pro rata share", "rateably" and similar terms in the CBA Model Provisions shall have the meaning ascribed to the term "Proportionate Share" as defined in Section 1.1 of this Agreement, if the context requires.

(c) References in the CBA Model Provisions to Moody's Investor Services Inc., Standard and Poor's, a division of The McGraw-Hill Companies, Inc. and Dominion Bond Rating Service Limited shall be replaced with “Moody's”, “S&P” and “DBRS”, each as defined in the Agreement.

(d) The parties hereto acknowledge and agree that:

(i) Sections 4 and 5 of the CBA Model Provisions shall be subject to the provisions of the Intercreditor Agreement;

(ii) notwithstanding Section 7.3(1) of the CBA Model Provisions and footnote 6, the Collateral Agent shall each take such steps as are necessary to perfect and maintain perfection of the Security in accordance with Section 5.4 of this Agreement;

(iii) for the purposes of Section 7.7(1) of the CBA Model Provisions, any successor of the Administrative Agent shall also have an office in Calgary;

(iv) notwithstanding Section 8(a) of the CBA Model Provisions, notice may be given by PDF but no notice may be given by certified or registered mail unless Applicable Law requires that a notice be delivered by certified or registered mail;

(v) notwithstanding Section 9(a) of the CBA Model Provisions, the Borrowers shall only be required to pay the reasonable out-of-pocket expenses of the counsel retained to act for the Administrative Agent and all of the Lenders (including any agent counsel in any jurisdiction where such counsel does not have an office), except in the event that a conflict arises, in which case the foregoing shall not apply;

(vi) the indemnity contained in Section 9(b)(iii) of the CBA Model Provisions is in addition to and not in substitution for the indemnities contained elsewhere in this Agreement;

(vii) the processing and recording fee payable to the Administrative Agent (in respect of Facility A and Facility B) and to the AU Payment Agent (in respect of Facility D), respectively, pursuant to Section 10(b)(vi) of the CBA Model Provisions shall be deemed to be $5,000 per each such assignment of any Commitment in respect of Facility A or Facility B and per each such assignment of any Commitment in respect of Facility D;

(viii) the references to “the Borrower” in the CBA Model Provisions are amended to be “Each Borrower (and all of them)”; and

(ix) for the purpose of the CBA Model Provisions, “Loan Documents” includes Hedge Agreements entered into by a Credit Party and a Hedge Provider and Service Agreements entered into by a Credit Party and a Lender or an Affiliate of a Lender.

12.2 Conflict with CBA Model Provisions

If there is any conflict or inconsistency between the CBA Model Provisions and the other terms of this Agreement (which shall be deemed to occur if there are two of the same defined terms, in which case the defined term in the Credit Agreement shall be operative), the other terms of this Agreement shall govern to the extent necessary to resolve the conflict or inconsistency.

ARTICLE 13
INDEMNITIES

13.1 Currency Indemnity

In the event of a judgment or order being rendered by any court or tribunal for the payment of any amounts owing under this Agreement or for the payment of damages in respect of any breach of this Agreement or under or in respect of a judgment or order of another court or tribunal for the payment of such amounts or damages, such judgment or order being expressed in a currency (the "**Judgment Currency**") other than the currency payable hereunder or thereunder (the "**Agreed Currency**"), each party against whom the judgment or order is made shall indemnify and hold each party in whose favour the judgment or order is made harmless against any deficiency in terms of the Agreed Currency in the amounts received by such party arising or resulting from any variation as between (i) the Exchange Rate at which the Agreed Currency is converted into the Judgment Currency for the purposes of such judgment or order and (ii) the Exchange Rate at which such party is able to purchase the Agreed Currency with the amount of the Judgment Currency actually received by such party on the date of such receipt. The indemnity in this Section 13.1 shall constitute a separate and independent obligation from the other obligations of the parties hereunder, and shall apply irrespective of any indulgence granted hereunder.

13.2 Environmental Indemnity

Each Credit Party on behalf of itself (and DPI on behalf of the Credit Parties not a party hereto) hereby agrees to indemnify, defend and hold harmless the Lenders, the Hedge Providers, the Administrative Agent, the Payment Agents and each of them from and against any and all losses, costs, expenses, damages, claims, judgments, suits, awards, fines, sanctions and liabilities whatsoever (including any costs or expenses of preparing any necessary environmental assessment report or other similar reports) (collectively, "**Environmental Claims**") incurred by the Lenders, the Hedge Providers, Administrative Agent, the Payment Agents, and any of them as a result of:

(a) any breach of Applicable Environmental Laws which relates to the Property or operations of any Credit Party;

(b) any Release, presence, use, creation, transportation, storage or disposal of Hazardous Materials which relate to the Property or operations of any Credit Party; or

(c) any claim or order for any clean-up, restoration, detoxification, reclamation, repair or other securing or remedial action which relates to the Property or operations of any Credit Party;

provided, however, that this indemnity shall not apply in respect of any such Environmental Claims which are caused by the gross negligence or willful misconduct of the Administrative Agent, any

Payment Agent, the Hedge Providers or the Lenders or by reason of any act of, or any act or omission taken at the direction of, the Administrative Agent, any Payment Agent, any Hedge Provider or any Lender or any of the officers, directors, employees, agents or assignees thereof. This indemnity shall extend to the officers, directors, employees, agents and assignees of the Lenders, the Hedge Providers, the Administrative Agent, the Payment Agents and each of them as well as to the Lenders, the Hedge Providers, the Administrative Agent, the Payment Agents and each of them itself, and the Lenders, the Hedge Providers, the Administrative Agent, the Payment Agents and each of them will hold the benefit of this indemnity in trust for such other indemnified persons to the extent necessary to give effect thereto.

13.3 Expenses and Indemnity

The Borrowers shall pay all reasonable costs and expenses of the Administrative Agent, the Payment Agents, the Lenders and the Hedge Providers, and indemnify the Administrative Agent, the Payment Agents, the Lenders and the Hedge Providers, as provided by Section 9 of the CBA Model Provisions. Such costs and expenses, and indemnities, shall be payable whether or not an Advance is made under this Agreement. Without limiting the foregoing or any other provision of this Agreement, the Borrower shall indemnify the Administrative Agent, the Payment Agents and each Lender for all losses, costs and expenses (including all breakage costs) incurred by the Administrative Agent, the Payment Agents and the Lenders arising under, out of or in connection with the repayment, prepayment or Conversion (whether by acceleration or otherwise) of a LIBOR Advance on a date other than the stated maturity thereof. Such costs and expenses, and indemnities, shall be payable whether or not an Advance is made under this Agreement. Such costs and expenses, and indemnities, shall be payable whether or not an Advance is made under this Agreement.

The provisions of this Section 13.3 shall survive the termination of this Agreement and repayment of the Obligations.

ARTICLE 14
MISCELLANEOUS PROVISIONS

14.1 Headings and Table of Contents

The headings of the Articles and Sections and the Table of Contents are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

14.2 Accounting Terms

Each accounting term used in this Agreement, unless otherwise defined herein, has the meaning assigned to it under GAAP

14.3 Changes in Generally Accepted Accounting Principles

If there occurs a material change in GAAP and such change would require disclosure under GAAP in the Financial Statements of DPI and would cause an amount required to be determined for the purposes of a financial covenant under Section 9.4 (a "**Financial Covenant**") to be materially different than the amount that would be determined without giving effect to such change, DPI shall notify the Administrative 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 in accordance with GAAP and state whether DPI desires 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 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 Administrative Agent within 45 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. Promptly after receipt from the Borrowers of an Accounting Change Notice, the Administrative Agent shall deliver to the CAD Agent, the AU Payment Agent and each Lender a copy of such notice.

If, pursuant to the Accounting Change Notice, DPI does not indicate that it desires to revise the method of calculating one or more of the Financial Covenants, the Lenders may within 30 days of their receipt of the Accounting Change Notice notify the Administrative Agent that they wish to revise the method of calculating one or more of the Financial Covenants in the manner described above. If the Majority Lenders so notify the Administrative Agent, the Administrative Agent shall promptly notify the Borrowers.

If either DPI or the Majority Lenders so indicate that they wish to revise the method of calculating one or more of the Financial Covenants, DPI, the Administrative Agent and the Majority Lenders shall in good faith attempt to agree on a revised method of calculating the Financial Covenants. If, however, within 30 days of the foregoing notice by DPI or the Administrative Agent of the desire to revise the method of calculating one or more of the Financial Covenants, DPI, the Administrative Agent and the Majority 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 thereunder shall be determined without giving effect to the Accounting Change. For greater certainty, if no notice of a desire to revise the method of calculating the Financial Covenants in respect of an Accounting Change is given by either DPI or the Majority Lenders within the applicable time period described above, the method of calculating the Financial Covenants shall not be revised in response to such Accounting Change and all amounts to be determined pursuant to the Financial Covenants shall be determined after giving effect to such Accounting Change.

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 any of the Financial Covenants, and subsequently, as provided above, the method of calculating one or more of the Financial Covenants is revised in response to such Accounting Change, or the amounts to be determined pursuant to any of the Financial Covenants are to be determined without giving effect to such Accounting Change, DPI 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 14.3 shall be deemed to be of no effect *ab initio*.

14.4 Capitalized Terms

All capitalized terms used in any of the Loan Documents (other than this Agreement) which are defined in this Agreement shall have the meaning defined herein unless otherwise defined in the other document.

14.5 Severability

Any provision of this Agreement which is or becomes prohibited or unenforceable in any relevant jurisdiction shall not invalidate or impair the remaining provisions hereof which shall be deemed severable from such prohibited or unenforceable provision and any such prohibition or unenforceability in any such jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Should this Agreement fail to provide for any relevant matter, the validity, legality or enforceability of this Agreement shall not hereby be affected.

14.6 Number and Gender

Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa, words importing any gender include all genders and references to agreements and other contractual instruments shall be deemed to include all present or future amendments, supplements, restatements or replacements thereof or thereto.

14.7 Amendment, Supplement or Waiver

No amendment, supplement or waiver of any provision of the Loan Documents (other than the Hedge Agreements or the Service Agreements), nor any consent to any departure by a Credit Party therefrom, shall in any event be effective unless it is in writing, makes express reference to the provision affected thereby and is signed by the Administrative Agent for and on behalf of all of the Lenders or the Majority Lenders, as the case may be as required under Section 11.1, the Borrowers and if applicable, the appropriate Material Subsidiary and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No waiver or act or omission of the Administrative Agent, the Payment Agents, the Lenders, or any of them shall extend to or be taken in any manner whatsoever to affect any subsequent breach by a Credit Party of any provision of the Loan Documents or the rights resulting therefrom.

14.8 Governing Law

Each of the Loan Documents, except those which expressly provide otherwise, shall be conclusively deemed to be a contract made under, and shall for all purposes be governed by and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable in Alberta. Each party to this Agreement hereby irrevocably and unconditionally attorns to the non-exclusive jurisdiction of the courts of Alberta and all courts competent to hear appeals therefrom.

14.9 Anti-Money Laundering Legislation

Each Borrower acknowledges that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" Applicable Laws (collectively, including any guidelines or orders thereunder, the "**AML Legislation**"), the Administrative Agent, the Payment Agents and the Lenders may be required to obtain, verify and record information regarding the Borrowers (or any of them), their respective directors and signing officers and the transactions contemplated herein. The Borrowers shall promptly: (i) provide all such information, including supporting documentation and other evidence, as may be reasonably requested by the Administrative Agent, any Payment Agent or any Lender, or any prospective assignee of the

Administrative Agent, any Payment Agent or any Lender, in order to comply with any AML Legislation, whether now or hereafter in existence; and (ii) notify the recipient of such information of any changes thereto.

14.10 This Agreement to Govern

In the event of any conflict between the terms of this Agreement and the terms of any other Loan Document, including without limitation any Service Agreement, the provisions of this Agreement shall govern to the extent necessary to remove the conflict. Provided however, that a conflict or inconsistency shall not be deemed to occur if one Loan Document provides for a matter and another Loan Document does not.

14.11 Permitted Encumbrances

The designation of an Encumbrance as a Permitted Encumbrance is not, and shall not be deemed to be, an acknowledgment by the Administrative Agent, the Collateral Agent, the Lenders and the Hedge Providers (or any of them) that such Encumbrance shall have priority over the Security.

14.12 Currency

All payments made hereunder shall be made in the currency in respect of which the obligation requiring such payment arose. Unless the context otherwise requires, all amounts expressed in this Agreement in terms of money shall refer to Canadian Dollars.

14.13 Liability of Lenders

The liability of the Lenders in respect of all matters relating to this Agreement and the other Loan Documents is several and not joint or joint and several. Without limiting that statement, the obligations of the Lenders to make Advances is limited to their respective Proportionate Shares of any Advance that is requested, and, in the aggregate, to their respective Proportionate Shares of the total amount of the Facilities.

14.14 Reimbursement of Expenses

All statements, reports, certificates, opinions, appraisals and other documents or information required to be furnished to the Lenders, the Administrative Agent, the Payment Agents, or any of them, by any Credit Party under this Agreement shall be supplied without cost to the Administrative Agent, the Payment Agents, the Lenders, or any of them.

14.15 Interest on Miscellaneous Amounts

If any Credit Party fails to pay any amount payable hereunder or under any other Loan Documents (other than principal, interest thereon or interest upon interest which is payable as otherwise provided in this Agreement) on the due date, such Credit Party shall, on demand, pay interest on such overdue amount to the applicable Agent from and including such due date up to but excluding the date of actual payment, both before and after demand, default or judgment, at a rate of interest per annum equal to: (i) the Prime Rate then applicable plus two (2) percent, calculated daily and compounded monthly for overdue amounts in Canadian Dollars, (ii) the U.S. Base Rate then applicable plus two (2) percent, calculated daily and compounded monthly for overdue amounts in

U.S. Dollars, or (iii) the BBSY Rate (where the BBSY Period is equal to one (1) month) then applicable plus two (2) percent, calculated daily and compounded monthly for overdue amounts in Australian Dollars, applicable.

14.16 Rates per Annum

Unless otherwise expressly provided herein or unless the context otherwise requires, all interest rates and fees to be calculated on a per annum basis shall be calculated on a 365 or 366 day year basis, as the case may be.

14.17 Account Debit Authorization

Each Borrower authorizes and directs each Payment Agent, the Facility C Lender and the Swingline Lender to debit automatically, by mechanical, electronic or manual means, any bank account of such Borrower maintained with such Payment Agent, the Facility C Lender or the Swingline Lender for all amounts due and payable by such Borrower under this Agreement, including the repayment of principal and the payment of interest and fees. The applicable Payment Agent, the Facility C Lender or the Swingline Lender shall notify the applicable Borrower as to the particulars of those debits in the normal course.

14.18 Notices

Notice to be given under the Loan Documents shall, except as otherwise specifically provided, be in writing addressed to the party for whom it is intended and, unless the law deems a particular notice to be received earlier, a notice shall not be deemed received until actual receipt by the other party of an original of such notice or a facsimile thereof if sent by facsimile transmission. The addresses of the parties hereto for the purposes hereof shall be the addresses specified beside their respective signatures to this Agreement, or such other mailing or facsimile addresses as each party from time to time may notify the other as aforesaid. The financial statements and certificates referred to in Sections 9.2(a), 9.2(b), 9.2(c) and 9.2(f) and the other statements referred to in Sections 9.2(d) and 9.2(e) and may be delivered by electronic communication pursuant to procedures approved by the Administrative Agent and shall be deemed received upon the sender's receipt of an acknowledgement from the Administrative Agent. DPI shall be deemed to have satisfied its obligations under Sections 9.2(a) and 9.2(b) if and to the extent the Financial Statements referred to in Sections 9.2(a) and 9.2(b) shall have been filed in the SEDAR filing system at www.sedar.com, the Administrative Agent shall have received notice from DPI of such filing and such Financial Statements shall be accessible to the Administrative Agent.

14.19 Time of the Essence

Time shall be of the essence in this Agreement.

14.20 Further Assurances

Each Credit Party shall, at the request of the Administrative Agent or a Payment Agent, do all such further acts and execute and deliver (or cause to be executed and delivered) all such further documents as may, in the reasonable opinion of the Administrative Agent or such Payment Agent, as applicable, be necessary or desirable in order to fully perform and carry out the purpose and intent of the Loan Documents.

14.21 Term of Agreement

Except as otherwise provided herein, this Agreement shall remain in full force and effect until the payment and performance in full of all of the Obligations and the termination of this Agreement.

14.22 Payments on Banking Day

Whenever any payment or performance under the Loan Documents would otherwise be due on a day other than a Banking Day, such payment shall be made on the following Banking Day (with applicable interest and fees continuing to accrue until paid).

14.23 Interest Act Equivalent

In this Agreement, each rate of interest which is calculated with reference to a period (the "deemed interest period") that is less than the actual number of days in the calendar year of calculation is, for the purposes of the *Interest Act* (Canada), equivalent to a rate based on a calendar year calculated by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing by the number of days in the deemed interest period.

14.24 Maximum Rate of Return

Notwithstanding any provision herein to the contrary, in no event shall the aggregate "interest" (as defined in section 247 of the *Criminal Code* (Canada)) payable under the Loan Documents exceed the maximum effective annual rate of interest on the "credit advanced" (as defined in that section) permitted under that section and, if any payment, collection or demand pursuant to this Agreement in respect of "interest" (as defined in that section) is determined to be contrary to the provisions of that section, such payment, collection or demand shall be deemed to have been made by mutual mistake of the Credit Parties, the Lenders, the Hedge Providers, the Administrative Agent and the Payment Agents (as applicable) and the amount of such payment of collection shall be refunded to the Credit Parties, as applicable.

14.25 Non-Merger

Each Credit Party covenants and agrees with the Lenders, the Administrative Agent, the Payment Agents and the Hedge Providers that, in the case of any judicial or other proceeding to enforce the rights and remedies of the Lenders under the Loan Documents (or any part thereof), judgment may be rendered against any Credit Party (or all of them) in favour of the Lenders, the Administrative Agent, the Payment Agents and the Hedge Providers (or any of them), for any amount owing by them under the Loan Documents (or for which any Credit Party may be liable thereunder after the application to the payment thereof of the proceeds of any sale of any of the property, assets or undertaking of the Credit Parties). The covenants of the Credit Parties to pay interest at the rate provided for in this Agreement or any other Loan Document shall not merge in any such judgment and such judgment shall bear interest at: (i) the Prime Rate applicable to Prime Rate Advances plus 2.0% per annum for judgements in Canadian Dollars; (ii) the U.S. Base Rate applicable to U.S. Base Rate Advances plus 2.0% per annum for judgements in U.S. Dollars; and (iii) the BBSY Rate applicable to BBSY Advances (where the BBSY Period is equal to one month) plus 2.0% per annum for judgements in Australian Dollars, in each case until such judgment and all Obligations of the Credit Parties to the Lenders under the Loan Documents have been paid in full.

14.26 Waiver of *Judgment Interest Act* (Alberta)

Each Credit Party waives the provisions of the *Judgment Interest Act* (Alberta) to the fullest extent permitted by law.

14.27 Deemed Reinvestment Not Applicable

For the purposes of the *Interest Act* (Canada), the principle of deemed reinvestment of interest shall not apply to any interest calculation under the Loan Documents, and the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.

14.28 Tombstone Marketing

For the purposes of "tombstone marketing", upon the approval of the Borrowers, such approval not to be unreasonably withheld, the Borrowers shall authorize and consent to the reproduction, disclosure and use by the Lenders, the Administrative Agent and the Payment Agents of their respective names, identifying logos and the Facilities (other than the amount of the Total Commitment) to enable the Lenders to publish promotional "tombstones". Subject to such approval, the Borrowers acknowledge and agree that the Lenders shall be entitled to determine, in their discretion, whether to use such information, that no compensation will be payable by the Lenders, the Administrative Agent or the Payment Agents in connection therewith, and that the Lenders, the Administrative Agent and the Payment Agents shall have no liability whatsoever to the Borrowers or any of their respective employees, officers, directors, Affiliates or shareholders in obtaining and lawfully using such information as contemplated herein.

14.29 Entire Agreement

This Agreement supersedes all commitment letters and all other discussion papers, term sheets and other writings which may have been issued by the Administrative Agent, the Payment Agents and/or the Lenders prior to the date hereof, which shall have no further force or effect. This Agreement constitutes the entire agreement between the parties hereto concerning the matters addressed in this Agreement, and cancels and supersedes any prior agreements, undertakings, declarations or representations, written or verbal, in respect thereof.

14.30 Counterparts and Facsimile and PDF Copies

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. For the purposes of this Section 14.30, the delivery of a facsimile copy or a pdf copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement, but the party delivering a facsimile or pdf copy shall deliver an original copy of this Agreement as soon as possible after delivering the facsimile or pdf copy.

14.31 AU PPSA Confidentiality

The parties must not disclose information of the kind mentioned in section 275(1) of the AU PPSA, except any disclosure by the Administrative Agent, any Payment Agent or a Lender that it believes is necessary to comply with its other obligations under the AU PPSA.

14.32 Acknowledgement

Each Credit Party acknowledges that the Facilities are for use solely by the Borrowers, and will be used by the Borrowers, only for the purposes set out herein.

Each of the Credit Parties a party hereto hereby confirms, acknowledges and agrees that (i) effective as of the Financial Closing Date, the Prior Credit Agreement shall be replaced in its entirety by this Agreement, (ii) that it remains bound by and hereby ratifies each Credit Document previously delivered by it and to which it is a party, and (iii) each Credit Document previously delivered by it and to which it is a party is enforceable in accordance with its terms and binding upon it and is or remains in full force and effect and secure all Obligations hereunder to the Administrative Agent, the Payment Agents, the Lenders and the Hedge Providers.

[Remainder of Page Left Deliberately Blank - Signature Pages Follow]

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

<u>**Address for Notice**</u>

DirectCash Payments Inc.
Bay #6, 1420 – 28th Street NE
Calgary, Alberta T2A 7W6

Attention: President
Facsimile: (403) 451-3001

DIRECTCASH PAYMENTS INC., as a Borrower

By: *Signed*
Name:
Title:

Address for Notice

c/o DirectCash Payments Inc.

Bay #6, 1420 – 28th Street NE
Calgary, Alberta T2A 7W6

Attention: President

Facsimile: (403) 451-3001

DIRECTCASH CANADA LIMITED PARTNERSHIP, by its general partner DirectCash Management Inc., as a Borrower

By: *Signed*

Name:

Title:

<u>Address for Notice</u>

c/o DirectCash Payments Inc.

Bay #6, 1420 – 28th Street NE
Calgary, Alberta T2A 7W6

Attention: President

Facsimile: (403) 451-3001

DIRECTCASH ATM PROCESSING PARTNERSHIP, by its managing partner DirectCash Management Inc., as a Borrower

By: *Signed*

Name:

Title:

By: ____________________

Name:

Title:

Address for Notice c/o DirectCash Payments Inc. Bay #6, 1420 – 28th Street NE Calgary, Alberta T2A 7W6 Attention: President Facsimile: (403) 451-3001	**Signed** for and on behalf of **DC Payments Australasia Pty Ltd., as a Borrower,** by its attorney under a power of attorney dated in the presence of: *Signed* Signature of witness Full name of witness	 *Signed* Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney Full name of attorney

Address for Notice

c/o DirectCash Payments Inc.

Bay #6, 1420 – 28th Street NE
Calgary, Alberta T2A 7W6

Attention: President

Facsimile: (403) 451-3001

Signed for and on behalf of **DCP HOLDINGS AUSTRALIA PTY LTD., as a Borrower,** by its attorney under a power of attorney dated
in the presence of:

Signed	*Signed*
Signature of witness	Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney
Full name of witness	Full name of attorney

Address for Notice

c/o DirectCash Payments Inc.

Bay #6, 1420 – 28th Street NE
Calgary, Alberta T2A 7W6

Attention: President

Facsimile: (403) 451-3001

ATM SOLUTIONS (EUROPE) LIMITED, as a Guarantor

By: *Signed*
Name:
Title:

By: ________________________
Name:
Title:

Address for Notice

c/o DirectCash Payments Inc.

Bay #6, 1420 – 28th Street NE
Calgary, Alberta T2A 7W6

Attention: President

Facsimile: (403) 451-3001

Signed for and on behalf of **CUSTOMERS ATM PTY LTD., as a Guarantor,** by its attorney under a power of attorney dated
in the presence of:

Signed	*Signed*
Signature of witness	Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney
Full name of witness	Full name of attorney

Address for Notice

c/o DirectCash Payments Inc.

Bay #6, 1420 – 28th Street NE
Calgary, Alberta T2A 7W6

Attention: President

Facsimile: (403) 451-3001

Signed for and on behalf of **DC Payments Pty Ltd., as a Guarantor,** by its attorney under a power of attorney dated in the presence of:

Signed	*Signed*
Signature of witness	Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney
Full name of witness	Full name of attorney

<u>Address for Notice</u>

c/o DirectCash Payments Inc.

Bay #6, 1420 – 28th Street NE
Calgary, Alberta T2A 7W6

Attention: President

Facsimile: (403) 451-3001

DC PAYMENTS UK LIMITED, as a Borrower

By: *Signed*
Name:
Title:

By: ____________________________
Name:
Title:

<u>Address for Notice</u>

c/o DirectCash Payments Inc.

Bay #6, 1420 – 28th Street NE
Calgary, Alberta T2A 7W6

Attention: President

Facsimile: (403) 451-3001

DIRECTCASH ATM MANAGEMENT PARTNERSHIP by its managing partner DIRECTCASH MANAGEMENT INC., as a Guarantor

By: *Signed*
Name:
Title:

By: ____________________________
Name:
Title:

DIRECTCASH MANAGEMENT INC., as a Guarantor

By: *Signed*
Name:
Title:

By: ______________________________
Name:
Title:

<u>**Address for Notice**</u>

c/o DirectCash Payments Inc.
Bay #6, 1420 – 28th Street NE
Calgary, Alberta T2A 7W6

Attention: President
Facsimile: (403) 451-3001

DIRECTCASH MANAGEMENT UK LIMITED, as a Guarantor

By: *Signed*
Name:
Title:

By: ______________________________
Name:
Title:

<u>**Address for Notice**</u>

c/o DirectCash Payments Inc.
Bay #6, 1420 – 28th Street NE
Calgary, Alberta T2A 7W6

Attention: President
Facsimile: (403) 451-3001

Address for Notice

c/o DirectCash Payments Inc.

Bay #6, 1420 – 28th Street NE
Calgary, Alberta T2A 7W6

Attention: President

Facsimile: (403) 451-3001

Signed for and on behalf of **DIRECTCASH PAYMENTS AUSTRALIA PTY LTD., as a Guarantor,** by its attorney under a power of attorney dated
in the presence of:

Signed	*Signed*
Signature of witness	Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney
Full name of witness	Full name of attorney

Address for Notice

c/o DirectCash Payments Inc.

Bay #6, 1420 – 28th Street NE
Calgary, Alberta T2A 7W6

Attention: President

Facsimile: (403) 451-3001

INFOCASH HOLDINGS LIMITED, as a Guarantor

By: *Signed*
Name:
Title:

By: __________________________
Name:
Title:

Address for Notice

For Drawdown Notices, Rollover Notices, Conversion Notices and Repayment Notices:

Bank of Montreal, as CAD Agent
Agent Bank Services
234 Simcoe Street
Toronto, Ontario
Canada M5T 1T4
(as Agent for the Lenders)

Attention: Manager, Agent Bank Services
Fax No: (416) 598-6218

For financial reporting:

Bank of Montreal
234 Simcoe Street, 3rd Floor
Toronto, Ontario M5T 1T4

Attention: Agency Deal Specialist
Phone No.: (416) 598-6169
Fax No: (416) 598-6320
Email: kitty.chan@bmo.com

For Security and registrations and all other matters:

Bank of Montreal
Corporate Finance
First Canadian Centre, 9th Floor
350-7th Avenue S.W.
Calgary, Alberta T2P 3N9

Attention: Director
Facsimile: (403) 234-1688

BANK OF MONTREAL, as Administrative Agent

By: *Signed*
Name:
Title:

By: *Signed*
Name:
Title:

Address for Notice

Bank of Montreal
Corporate Finance
9th Floor, First Canadian Centre
350 –7th Avenue S.W.
Calgary, Alberta
T2P 3N9

Attention: Director
Facsimile: (403) 234-1688

BANK OF MONTREAL, as CAD Payment Agent

By: *Signed*
Name:
Title:

By: *Signed*
Name:
Title:

Address for Notice

National Australia Bank Limited, as AU Payment Agent
Level 25, 255 George Street
Sydney NSW 2000
Fax – (02)92371634
Attention: Senior Associate, Agency & Trustee Services.

Signed for and on behalf of **National Australia Bank Limited, as AU Payment Agent,** by its attorney under a power of attorney dated
in the presence of:

Signed	*Signed*
Signature of witness	Signature of attorney
Full name of witness	Full name of attorney

Address for Notice

Bank of Montreal
Corporate Finance
9th Floor, First Canadian Centre
350 –7th Avenue S.W.
Calgary, Alberta
T2P 3N9

Attention: Director
Facsimile: (403) 234-1688

BANK OF MONTREAL, as CAD Lender

By: *Signed*
Name:
Title:

By: *Signed*
Name:
Title:

Address for Notice

The Bank of Nova Scotia
Suite 3950, Scotia Centre
700 - 2nd Street SW
Calgary, AB T2P 2W2

Attention: Ruhi Ahmed
Client Portfolio Analyst
Facsimile: (403) 219-5275

with a copy to:

Attention: Dave Middlestead
Client Portfolio Manager
Facsimile: (403) 219-5275

BANK OF NOVA SCOTIA, as CAD Lender

By: *Signed*
Name:
Title:

By: *Signed*
Name:
Title:

Address for Notice

Alberta Treasury Branches
6th Floor, 444 - 7th Avenue SW
Calgary, AB T2P 0X8

Attention: Kris Renger
Manager, Loan Syndications
Facsimile: (403) 663-3160

with a copy to:

Attention: Linda Holland
Credit Analyst - Syndications
Facsimile: (403) 663-3160

ALBERTA TREASURY BRANCHES, as CAD Lender

By: *Signed*
Name:
Title:

By: *Signed*
Name:
Title:

Address for Notice

Laurentian Bank Of Canada
255, boul. Crémazie Est, bureau 1100
Montreal, Québec, H2M 1M2

Attention: Alexandra Lamothe
Financement Corporatif, Banque Laurentienne
Facsimile: (514) 227-3398

LAURENTIAN BANK OF CANADA, as CAD Lender

By: *Signed*
Name:
Title:

By: *Signed*
Name:
Title:

Address for Notice

National Australia Bank Limited, as AU Lender

28/500 Bourke Street

Melbourne VIC 3000

Australia

Attention: Michael Logan

Director

Facsimile: 61 1300 889 390.

Signed for and on behalf of **National Australia Bank Limited, as AU Lender,** by its attorney under a power of attorney dated
in the presence of:

Signed	*Signed*
Signature of witness	Signature of attorney
Full name of witness	Full name of attorney

SCHEDULE "A" attached to and forming part of the Syndicated Loan Facility Agreement made as of August 13, 2015, as amended from time to time, among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers, the banks, financial institutions and Persons from time to time parties thereto, as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank Limited, as Australian payment agent

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COMMITMENTS OF LENDERS

Name of Lender	Facility A Commitment	Facility B Commitment	Facility C Commitment	Facility D Commitment
Bank of Montreal	$35,000,000 (including a $7,500,000 Swingline Commitment and a $10,000,000 Facility A Pounds Sterling Tranche Commitment)	$20,000,000	$0	
The Bank of Nova Scotia	$20,000,000 (including a $10,000,000 Facility A Pounds Sterling Tranche Commitment)	$0	$0	
Alberta Treasury Branches	$20,000,000	$0	$0	
Laurentian Bank of Canada	$20,000,000	$0	$0	
National Australia Bank Limited	$0	$0	AU $15,000,000.00	AU $20,000,000.00
TOTAL	Cdn. $95,000,000	Cdn. $20,000,000	AU $15,000,000.00	AU $20,000,000.00

SCHEDULE "B" attached to and forming part of the Syndicated Loan Facility Agreement made as of August 13, 2015, among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers, the banks, financial institutions and Persons from time to time parties thereto, as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank Limited, as Australian payment agent

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COMPLIANCE CERTIFICATE

TO: Bank of Montreal
1 First Canadian Place, 4th Floor
Toronto, Ontario M5X 1A1

Attention: Agency Deal Specialist
Phone No.: (416) 359-7790
Fax No: (416) 359-7796
Email: ying.hua@bmo.com

Ladies and Gentlemen:

1. Reference is made to the Syndicated Loan Facility Agreement made as of August 13, 2015, (as amended, modified, supplemented, restated or replaced from time to time, the "**Loan Agreement**") among DirectCash Payments Inc. ("**DPI**"), DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers (the "**Borrowers**"), the banks, financial institutions and Persons from time to time party thereto as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank Limited, as Australian payment agent. All terms and expressions used herein but not otherwise defined shall have the same meanings herein as are ascribed thereto in the Loan Agreement.

2. The undersigned **[name]**, in my capacity as a Responsible Officer of DPI and not in any personal capacity, hereby certifies that as of the date hereof:

   (i) the representations and warranties set forth in the Loan Agreement are true and correct on the date hereof; and

   (ii) there has not occurred any unremedied Default or Event of Default **[or]** the following is a list of Defaults or Events of Default that have occurred and are continuing, together with a description of the steps and proceedings being taken by the applicable Credit Parties to remedy such Defaults or Events of Default:

   [insert a description of outstanding Defaults/Events of Default and remedial action being taken or proposed to be taken.]

3. As at **[insert Fiscal Quarter end or Fiscal Year end, as applicable]**, 20____:

(i) the Total Leverage Ratio, for the purposes of Section 9.4(a), after deducting the Cash Operating Balance and Cash Inventory is _______ to 1.00;

(ii) the Total Leverage Ratio, for the purposes of the Applicable Margin, and without deducting the Cash Operating Balance and Cash Inventory is _______ to 1.00;

(iii) the Fixed Charge Cover Ratio is _______ to 1.00;

(iv) the Senior Secured Debt to EBITDA Ratio is ________ to 1:00;

(v) the particulars of all Hedge Agreements entered into by the Credit Parties (or any of them) since the last Compliance Certificate delivered to the CAD Payment Agent are attached hereto as Exhibit “B”;

(vi) the particulars of the usage, limits and related fees and expenses paid in connection with each Bailment Facility for the previous Fiscal Quarter are attached hereto as Exhibit “C”; and

(vii) the disclosure with respect to Section 8.1(q) of the Loan Agreement set out in the Schedule “**I**” (Disclosure Schedule) of the Loan Agreement is **[correct at the date hereof]** or **[updated in accordance with Exhibit** “**D**” **attached hereto]**; and

4. **[For Fiscal Year End: Attached hereto as Exhibit E is a Certificate of Insurance with respect to the Credit Parties, evidencing the insurance required to be maintained by the Credit Parties pursuant to the Loan Agreement].**

5. The calculation of each of the ratios set out above in paragraph 3, (i), (ii), (iii) and (iv) above are as set out on Exhibit “A” attached hereto.

DATED this __________day of ____________________, 20____.

DIRECTCASH PAYMENTS INC. , as a Borrower

Per:_____________________________

Name:

Title:

Exhibit "A"
Financial Covenant Calculation

Exhibit "B"
Hedge Agreements

	Parties	**Master Agreement (if any)**	**Transaction Date**	**Term**	**Notional Amount**	**Interest Rate/ Other hedge details**
1.						
2.						

Exhibit "C"
Particulars of each Bailment Facility

<u>Exhibit "D"</u>

<u>Updated Schedule "I" (Disclosure Schedule)</u>

<u>[attach if applicable]</u>

<u>Exhibit "E"</u>
<u>Updated Insurance Certificate</u>

SCHEDULE “C” attached to and forming part of the Syndicated Loan Facility Agreement made as of August 13, 2015, among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers, the banks, financial institutions and Persons from time to time parties thereto, as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank Limited, as Australian payment agent

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CONVERSION NOTICE

TO: **[Bank of Montreal, as CAD Payment Agent**
Agent Bank Services
234 Simcoe Street
Toronto, Ontario
Canada M5T 1T4
(as CAD Payment Agent for the Lenders to DirectCash Payments Inc. et al)

Attention: **Manager, Agent Bank Services**
Fax No: 416-598-6218**]**

[Bank of Montreal, as Swingline Lender
Corporate Finance
9th Floor, First Canadian Centre
350 –7th Avenue S.W.
Calgary, Alberta T2P 3N9

Attention: **Director**
Facsimile: **(403) 234-1688]**

[National Australia Bank Limited
National Australia Bank Limited, as AU Payment Agent
Level 25, 255 George Street
Sydney NSW 2000

Fax – (02)92371634

Attention: Senior Associate, Agency & Trustee Services.]

Dear Sirs:

1. Reference is made to the Syndicated Loan Facility Agreement made as of August 13, 2015, (as amended, modified, supplemented, restated or replaced from time to time, the “**Loan Agreement**”) among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers, the banks, financial institutions and Persons from time to time party thereto as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank Limited, as Australian payment agent. All terms and

expressions used herein but not otherwise defined, shall have the same meanings herein as are ascribed thereto in the Loan Agreement.

2. Pursuant to Sections 6.2 and 6.3 of the Loan Agreement, **[NAME OF APPLICABLE BORROWER]** hereby requests the following Conversion under **[name of applicable Facility]**:

(a) Conversion Date:

(b) Type and amount of existing Advance
(prior to Conversion):____

(c) Type and amount of converted Advance
(after Conversion):____

(d) BA Interest Period/BBSY Period/LIBOR Period (after Conversion)
(if applicable):____

(e) Borrower's applicable account(s)
(if any):____

(f) Special Instructions
(if any):____

3. The representations and warranties set out in the Loan Agreement are true and correct on the date hereof and no Default or Event of Default has occurred and is continuing.

DATED this __________ day of ____________________, ●.

[NAME OF APPLICABLE BORROWER]

Per: ________________________________
Name:
Title:

SCHEDULE “D” attached to and forming part of the Syndicated Loan Facility Agreement made as of August 13, 2015, among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers, the banks, financial institutions and Persons from time to time parties thereto, as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank Limited, as Australian payment agent

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DRAWDOWN NOTICE

TO: **[Bank of Montreal, as CAD Payment Agent**
Agent Bank Services
234 Simcoe Street
Toronto, Ontario
Canada M5T 1T4
(as CAD Payment Agent for the Lenders to DirectCash Payments Inc. et al)

Attention: Manager, Agent Bank Services
Fax No: 416-598-6218]

[Bank of Montreal, as Swingline Lender
Corporate Finance
9th Floor, First Canadian Centre
350 –7th Avenue S.W.
Calgary, Alberta T2P 3N9

Attention: Director
Facsimile: (403) 234-1688]

[National Australia Bank Limited
National Australia Bank Limited, as AU Payment Agent
Level 25, 255 George Street
Sydney NSW 2000

Fax – (02)92371634

Attention: Senior Associate, Agency & Trustee Services.]

Dear Sirs:

1. Reference is made to the Syndicated Loan Facility Agreement made as of August 13, 2015, (as amended, modified, supplemented, restated or replaced from time to time, the “**Loan Agreement**”) among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers, the banks, financial institutions and Persons from time to time party thereto as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank Limited, as Australian payment agent. All terms and

expressions used herein but not otherwise defined, shall have the same meanings herein as are ascribed thereto in the Loan Agreement.

2. **[NAME OF APPLICABLE BORROWER]** hereby requests the following drawdown under the provisions of **[name of applicable Facility]**:

Drawdown Date: ____

Amount of Drawdown: ____

Type of Advance: ____

BBSY Period/LIBOR Period/BA Interest Period (if applicable): _________

Letter of Credit expiry date (if applicable): ____________________________________

Borrower's account(s) to be credited (if applicable): ___________________________

Special Instructions (if any): ____

3. The representations and warranties set forth the Loan Agreement are true and correct on the date hereof and no Default or Event of Default has occurred and is continuing.

DATED this ______ day of __________________ •.

[NAME OF APPLICABLE BORROWER]

Per: ________________________________

Name:

Title:

SCHEDULE “E” attached to and forming part of the Syndicated Loan Facility Agreement made as of August 13, 2015, among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers, the banks, financial institutions and Persons from time to time parties thereto, as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank Limited, as Australian payment agent

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REPAYMENT NOTICE

TO: **[Bank of Montreal, as CAD Payment Agent**
Agent Bank Services
234 Simcoe Street
Toronto, Ontario
Canada M5T 1T4
(as CAD Payment Agent for the Lenders to DirectCash Payments Inc. et al)
Attention: Manager, Agent Bank Services
Fax No: 416-598-6218]

[Bank of Montreal, as Swingline Lender
Corporate Finance
9th Floor, First Canadian Centre
350 –7th Avenue S.W.
Calgary, Alberta
T2P 3N9

Attention: Director
Facsimile: (403) 234-1688]

[National Australia Bank Limited, as AU Payment Agent
Level 25, 255 George Street
Sydney NSW 2000

Fax – (02)92371634

Attention: Senior Associate, Agency & Trustee Services.]

Ladies and Gentlemen:

1. Reference is made to the Syndicated Loan Facility Agreement made as of August 13, 2015, (as amended, modified, supplemented, restated or replaced from time to time, the “**Loan Agreement**”) among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers, the banks, financial institutions and Persons from time to time party thereto as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank Limited, as Australian payment agent. All terms and expressions used herein but not otherwise defined, shall have the same meanings herein as are ascribed thereto in the Loan Agreement.

2. Pursuant to Section 3.2 of the Loan Agreement, the **[Name of Borrower]** hereby wishes to make the following repayment under the provisions of **[name of applicable Facility]**:

(a) Date of repayment: ____

(b) Type of Advance: ____

(c) Amount of repayment: ____

(d) Borrower's account(s) to be debited (if applicable): ________________________

(e) Special Instructions (if any): ____

DATED this __________day of ____________________, ●.

[NAME OF APPLICABLE BORROWER]

Per: ________________________________
Name:
Title:

SCHEDULE "F" attached to and forming part of the Syndicated Loan Facility Agreement made as of August 13, 2015, among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers, the banks, financial institutions and Persons from time to time parties thereto, as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank Limited, as Australian payment agent

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ROLLOVER NOTICE

TO: **[Bank of Montreal, as CAD Payment Agent**
Agent Bank Services
234 Simcoe Street
Toronto, Ontario
Canada M5T 1T4
(as CAD Payment Agent for the Lenders to DirectCash Payments Inc. et al)
Attention: Manager, Agent Bank Services
Fax No: 416-598-6218]

[Bank of Montreal, as Swingline Lender
Corporate Finance
9th Floor, First Canadian Centre
350 –7th Avenue S.W.
Calgary, Alberta
T2P 3N9

Attention: Director
Facsimile: (403) 234-1688]

[National Australia Bank Limited, as AU Payment Agent
Level 25, 255 George Street
Sydney NSW 2000

Fax – (02)92371634

Attention: Senior Associate, Agency & Trustee Services.]

Ladies and Gentlemen:

1. Reference is made to the Syndicated Loan Facility Agreement made as of August 13, 2015, (as amended, modified, supplemented, restated or replaced from time to time, the "**Loan Agreement**") among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers, the banks, financial institutions and Persons from time to time party thereto as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank

Limited, as Australian payment agent. All terms and expressions used herein but not otherwise defined, shall have the same meanings herein as are ascribed thereto in the Loan Agreement.

2. Pursuant to Sections 6.2 and 6.3 of the Loan Agreement, the undersigned hereby requests the following Rollover under the provisions of **[name of applicable Facility]**:

(a) Rollover Date: ______________________________

(b) Type of Advance: ______________________________

(c) Amount of Rollover: ______________________________

(d) BBSY Period/LIBOR Period/BA Interest Period (after Rollover) (if applicable): ___________

(e) Applicable Borrower's account(s) (if any): ______________________________

(f) Special Instructions (if any): ______________________________

3. The representations and warranties set out in the Loan Agreement are true and correct on the date hereof and no Default or Event of Default has occurred and is continuing.

DATED this ___________day of ____________________, ●.

[NAME OF APPLICABLE BORROWER]

Per:____
Name:
Title:

SCHEDULE “G” attached to and forming part of the Syndicated Loan Facility Agreement made as of August 13, 2015, among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers, the banks, financial institutions and Persons from time to time parties thereto, as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank Limited, as Australian payment agent

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Intentionally Deleted

SCHEDULE "H" attached to and forming part of the Syndicated Loan Facility Agreement made as of August 13, 2015, among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers, the banks, financial institutions and Persons from time to time parties thereto, as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank Limited, as Australian payment agent

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The attached model credit agreement provisions, which have been revised under the direction of the Canadian Bankers' Association Secondary Loan Market Specialist Group from provisions prepared by The Loan Syndications and Trading Association, Inc., form part of this Agreement, except for the footnotes to the model credit agreement provisions and subject to the variations described in Article 12 of the Loan Agreement.

MODEL CREDIT AGREEMENT PROVISIONS

1. Definitions

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Agreement" means the credit agreement of which these Provisions form part.

"Applicable Law" means (a) any domestic or foreign statute, law (including common and civil law), treaty, code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise); (b) any judgement, order, writ, injunction, decision, ruling, decree or award; (c) any regulatory policy, practice, guideline or directive; or (d) any franchise, licence, qualification, authorization, consent, exemption, waiver, right, permit or other approval of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the property of such Person, in each case whether or not having the force of law.

"Applicable Percentage" means with respect to any Lender, the percentage of the total Commitments represented by such Lender's Commitment. If the Commitments have terminated or expired, the Applicable Percentages shall be the percentage of the total outstanding Loans and participations in respect of Letters of Credit represented by such Lender's outstanding Loans and participations in respect of Letters of Credit.

"Approved Fund" means any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers or manages a Lender.

"Assignment and Assumption" means an assignment and assumption entered into by a Lender and an Eligible Assignee and accepted by the Administrative Agent, in substantially the form of Exhibit A or any other form approved by the Administrative Agent.

"Change in Law" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any Applicable Law, (b) any change in any Applicable Law or in the administration, interpretation or application thereof by any Governmental Authority or (c) the making or issuance of any Applicable Law by any Governmental Authority.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have corresponding meanings.

"Default" means any event or condition that constitutes an Event of Default or that would constitute an Event of Default except for satisfaction of any condition subsequent required to make the event or condition an Event of Default, including giving of any notice, passage of time, or both.

"Eligible Assignee" means any Person (other than a natural person, any Obligor or any Affiliate of an Obligor), in respect of which any consent that is required by Section 10(b) has been obtained.

"Excluded Taxes" means, with respect to the Administrative Agent, any Payment Agent, any Lender, the Issuing Bank or any other recipient of any payment to be made by or on account of any obligation of an Obligor hereunder, (a) taxes imposed on or measured by its net income, and franchise taxes imposed on it (in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, or (b) any branch profits taxes or any similar tax imposed by any jurisdiction in which the Lender is located.

"Foreign Lender" means any Lender that is not organized under the laws of the jurisdiction in which the Borrower is resident for tax purposes and that is not otherwise considered or deemed in respect of any amount payable to it hereunder or under any Loan Document to be resident for income tax or withholding tax purposes in the jurisdiction in which the Borrower is resident for tax purposes by application of the laws of that jurisdiction. For purposes of this definition Canada and each Province and Territory thereof shall be deemed to constitute a single jurisdiction and the United States of America, each State thereof and the District of Columbia shall be deemed to constitute a single jurisdiction.

"Fund" means any Person (other than a natural person) that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"Governmental Authority" means the government of Canada or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including any supra-national bodies such as the European Union or the European Central Bank and including a Minister of the Crown, Superintendent of Financial Institutions or other comparable authority or agency.

"Indemnified Taxes" means Taxes other than Excluded Taxes.

"Issuing Bank" means the Person named elsewhere in this Agreement[1] as the issuer of Letters of Credit on the basis that it is "fronting" for other Lenders and not on the basis that it is the attorney of other Lenders to sign Letters of Credit on their behalf, or any successor issuer of Letters of Credit. For greater certainty, where the context requires, references to "Lenders" in these Provisions include the Issuing Bank.

"Loan" means any extension of credit by a Lender under this Agreement, including by way of bankers' acceptance or LIBO Rate Loan, except for any Letter of Credit or participation in a Letter of Credit.

"Obligors" means, collectively, the Borrower and each of the guarantors of the Borrower's obligations that are identified elsewhere in this Agreement.

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

"Participant" has the meaning assigned to such term in Section 10(d) .

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Provisions" means these model credit agreement provisions.

"Related Parties" means, with respect to any Person, such Person's Affiliates and associates, and the directors, officers, employees, agents and advisors of such Person and of such Person's Affiliates.

"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

2. Terms Generally

(1) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein (including this Agreement) shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented, restated or otherwise modified (subject to any restrictions on such amendments, supplements, restatements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) unless otherwise expressly stated, all references in these Provisions to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, these Provisions, but all such references elsewhere in this Agreement shall be construed to refer to this Agreement apart from these Provisions, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

(2) If there is any conflict or inconsistency between these Provisions and the other terms of this Agreement, the other terms of this Agreement shall govern to the extent necessary to resolve the conflict or inconsistency.

3. Yield Protection

3.1 Increased Costs.

(a) Increased Costs Generally. If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender;

(ii) subject any Lender to any Tax of any kind whatsoever with respect to this Agreement, any Letter of Credit, any participation in a Letter of Credit or any Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof, except for Indemnified Taxes or Other Taxes covered by Section 3.2 and the imposition, or any change in the rate, of any Excluded Tax payable by such Lender; or

(iii) impose on any Lender or any applicable interbank market any other condition, cost or expense affecting this Agreement or Loans made by such Lender or any Letter of Credit or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Loan (or of maintaining its obligation to make any such Loan), or to increase the cost to such Lender or the Issuing Bank of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by such Lender or the Issuing Bank hereunder (whether of principal, interest or any other amount), then upon request of such Lender the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered.

(b) Capital Requirements. If any Lender determines that any Change in Law affecting such Lender or any lending office of such Lender or such Lender's holding company, if any, regarding capital requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by, or the Letters of Credit issued or participated in by such Lender, to a level below that which such Lender or its holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of its holding company with respect to capital adequacy), then from time to time the Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender or its holding company for any such reduction suffered.

(c) Certificates for Reimbursement. A certificate of a Lender setting forth the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in paragraph (a) or (b) of this Section, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrower shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 10 days after receipt thereof.

(d) Delay in Requests. Failure or delay on the part of any Lender to demand compensation pursuant to this Section shall not constitute a waiver of such Lender's right to demand such compensation, except that the Borrowers shall not be required to compensate a Lender pursuant to this Section for any increased costs incurred or reductions suffered (i) more than six months prior to the date that such Lender notifies the Borrower of the Change in Law giving rise to such increased costs or reductions and of such Lender's intention to claim compensation therefore, unless the Change in Law giving rise to such increased costs or reductions is retroactive, in which case the six-month period referred to above shall be extended to include the period of retroactive effect thereof, and (ii) such Lender is generally collecting increased costs from other similarly affected borrowers where such Lender is contractually entitled to do so (with a statement to this effect in the certificate delivered pursuant to Section 3.1(c) above being conclusive evidence that such Lender is so generally collecting).

3.2 Taxes.

(a) Payments Subject to Taxes. If any Obligor, the Administrative Agent, any Payment Agent, or any Lender is required by Applicable Law to deduct or pay any Indemnified Taxes (including any Other Taxes) in respect of any payment by or on account of any obligation of an Obligor hereunder or under any other Loan Document, then (i) the sum payable shall be increased by that Obligor when payable as necessary so that after making or allowing for all required deductions and payments (including deductions and payments applicable to additional sums payable under this Section) such Administrative Agent, Payment Agent or Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions or payments been required, (ii) the Obligor shall make any such deductions required to be made by it under Applicable Law and (iii) the Obligor shall timely pay the full amount required to be deducted to the relevant Governmental Authority in accordance with Applicable Law.

(b) Payment of Other Taxes by the Borrower. Without limiting the provisions of paragraph (a) above, the Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with Applicable Law.

(c) Indemnification by the Borrower. The Borrower shall indemnify the Administrative Agent, each Payment Agent and each Lender, within 10 days after demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by such Administrative Agent, each Payment Agent or such Lender and any penalties, interest and reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender (with a copy to the Administrative Agent and the applicable Payment Agent), or by the Administrative Agent or such Payment Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) Evidence of Payments. As soon as practicable after any payment of Indemnified Taxes or Other Taxes by an Obligor to a Governmental Authority, the Obligor shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Status of Lenders. Any Foreign Lender that is entitled to an exemption from or reduction of withholding tax under the law of the jurisdiction in which the Borrower is resident for tax purposes, or any treaty to which such jurisdiction is a party, with respect to payments hereunder or under any other Loan Document shall, at the request of the Borrower, deliver to the Borrower (with a copy to the Administrative Agent and the applicable Payment Agent), at the time or times prescribed by Applicable Law or reasonably requested by the Borrower or the Administrative Agent or any applicable Payment Agent, such properly completed and executed documentation prescribed by Applicable Law as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, (a) any Lender, if requested by the Borrower, the Administrative Agent or an applicable Payment Agent, shall deliver such other documentation prescribed by Applicable Law or reasonably requested by the Borrower, the Administrative Agent or such applicable Payment Agent as will enable the Borrower, the Administrative Agent or such applicable Payment Agent to determine whether or not such Lender is subject to withholding or information reporting requirements, and (b) any Lender that ceases to be, or to be deemed to be, resident in Canada for purposes of Part XIII of the Income Tax Act (Canada) or any successor provision thereto shall within five days thereof notify the Borrower and the Administrative Agent in writing.

(f) Treatment of Certain Refunds and Tax Reductions. If the Administrative Agent, any Payment Agent or a Lender determines, in its sole discretion, that it has received a refund of any Taxes or Other Taxes as to which it has been indemnified by the Borrower or with respect to which an Obligor has paid additional amounts pursuant to this Section or that, because of the payment of such Taxes or Other Taxes, it has benefited from a reduction in Excluded Taxes otherwise payable by it, it shall pay to the Borrower or Obligor, as applicable, an amount equal to such refund or reduction (but only to the extent of indemnity payments made, or additional amounts paid, by the Borrower or Obligor under this Section with respect to the Taxes or Other Taxes giving rise to such refund or reduction), net of all out-of-pocket expenses of the Administrative Agent, such Payment Agent or such Lender, as the case may be, and without interest (other than any net after-Tax interest paid by the relevant Governmental Authority with respect to such refund). The Borrower or Obligor as applicable, upon the request of the Administrative Agent, such Payment Agent or such Lender, agrees to repay the amount paid over to the Borrower or Obligor (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent, such Payment Agent or such Lender if the Administrative Agent, such Payment Agent or such Lender is required to repay such refund or reduction to such Governmental Authority. This paragraph shall not be construed to require the Administrative Agent, such Payment Agent or any Lender to make available its tax returns (or any other information relating to its taxes that it deems confidential) to the Borrower or any other Person, to arrange its affairs in any particular manner or to claim any available refund or reduction.

3.3 Mitigation Obligations: Replacement of Lenders.

(a) Designation of a Different Lending Office. If any Lender requests compensation under Section 3.1, or requires the Borrower to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 3.2 , then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or Affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or reduce amounts payable pursuant to Section 3.1 or 3.2 , as the case may be, in the future and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender. The Borrower hereby agrees to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(b) Replacement of Lenders.[2] If any Lender requests compensation under Section 3.1, if any Lender's obligations are suspended pursuant to Section 3.4 or if any Lender defaults in its obligation to fund Loans hereunder, then the Borrower may, at its sole expense and effort, upon 10 days' notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 10), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), provided that:

(i) the Borrower pays the Administrative Agent the assignment fee specified in Section 10(b)(vi);

(ii) the assigning Lender receives payment of an amount equal to the outstanding principal of its Loans and participations in disbursements under Letters of Credit, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any breakage costs and amounts required to be paid under this Agreement as a result of prepayment to a Lender) from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts);

(iii) in the case of any such assignment resulting from a claim for compensation under Section 3.1, such assignment will result in a reduction in such compensation or payments thereafter; and

(iv) such assignment does not conflict with Applicable Law.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

3.4 Illegality.

If any Lender determines that any Applicable Law has made it unlawful, or that any Governmental Authority has asserted that it is unlawful, for any Lender or its applicable Lending Office to make or maintain any Loan (or to maintain its obligation to make any Loan), or to participate in, issue or maintain any Letter of Credit (or to maintain its obligation to participate in or to issue any Letter of Credit), or to determine or charge interest rates based upon any particular rate, then, on notice thereof by such Lender to the Borrower through the: (i) CAD Payment Agent (in the case of Loans under Facility A and Facility B), (ii) AU Payment Agent (in the case of Loans under Facility D); or (iii) the Facility C Lender (in the case of Loans under Facility C), any obligation of such Lender with respect to the activity that is unlawful shall be suspended until such Lender notifies the applicable Payment Agent or Facility C Lender, as applicable, and the Borrower that the circumstances giving rise to such determination no longer exist. Upon receipt of such notice, the Borrower shall, upon demand from such Lender (with a copy to the applicable Payment Agent or Facility C Lender, as applicable), prepay or, if conversion would avoid the activity that is unlawful, convert any Loans, or take any necessary steps with respect to any Letter of

[2] Please note that the Breakfunding section in the Credit Agreement should expressly include any amounts payable as a result of an assignment required by this Section.

Credit in order to avoid the activity that is unlawful. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for such notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to such Lender.

4. Right of Setoff.

If an Event of Default has occurred and is continuing, each of the Lenders and each of their respective Affiliates is hereby authorized at any time and from time to time to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of any Obligor against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to such Lender, irrespective of whether or not such Lender has made any demand under this Agreement or any other Loan Document and although such obligations of the Obligor may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each the Lenders and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff, consolidation of accounts and bankers' lien) that the Lenders or their respective Affiliates may have. Each Lender agrees to promptly notify the Borrower and each after any such setoff and application, but the failure to give such notice shall not affect the validity of such setoff and application. If any Affiliate of a Lender exercises any rights under this Section 4, it shall share the benefit received in accordance with Section 5 as if the benefit had been received by the Lender of which it is an Affiliate.

5. Sharing of Payments by Lenders.

If any Lender, by exercising any right of setoff or counterclaim or otherwise, obtains any payment or other reduction that might result in such Lender receiving payment or other reduction of a proportion of the aggregate amount of its Loans and accrued interest thereon or other obligations hereunder greater than its pro rata share thereof as provided herein, then the Lender receiving such payment or other reduction shall (a) notify the CAD Payment Agent, in the case of Facility A Lenders and the Facility B Lenders, or the AU Payment Agent, in the case of the Facility D Lenders of such fact, and (b) purchase (for cash at face value) participations in the Loans and such other obligations of the other Lenders, or make such other adjustments as shall be equitable, so that the benefit of all such payments shall be shared by the Lenders rateably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans and other amounts owing them, provided that

(a) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest,

(b) the provisions of this Section shall not be construed to apply to (x) any payment made by any Obligor pursuant to and in accordance with the express terms of this Agreement or (y) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans or participations in disbursements under Letters of Credit to any assignee or participant, other than to any Obligor or any Affiliate of an Obligor (as to which the provisions of this Section shall apply); and

(c) the provisions of this Section shall not be construed to apply to (w) any payment made while no Event of Default has occurred and is continuing in respect of obligations of the Borrower to such Lender that do not arise under or in connection with the Loan

Documents, (x) any payment made in respect of an obligation that is secured by a Permitted Lien or that is otherwise entitled to priority over the Borrower's obligations under or in connection with the Loan Documents, or (y) any payment to which such Lender is entitled as a result of any form of credit protection obtained by such Lender.

The Obligors consent to the foregoing and agree, to the extent they may effectively do so under Applicable Law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Obligor rights of setoff and counterclaim and similar rights of Lenders with respect to such participation as fully as if such Lender were a direct creditor of each Obligor in the amount of such participation.

6. Payment Agents' Clawback

(a) Funding by Lenders; Presumption by Payment Agents. Unless a Payment Agent shall have received notice from a Lender prior to the proposed date of any advance of funds that such Lender will not make available to such Payment Agent such Lender's share of such advance, such Payment Agent may assume that such Lender has made such share available on such date in accordance with the provisions of this Agreement concerning funding by Lenders and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable advance available to such Payment Agent, then the applicable Lender shall pay to such Payment Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to such Payment Agent, at a rate determined by such Payment Agent in accordance with prevailing banking industry practice on interbank compensation. If such Lender pays such amount to such Payment Agent, then such amount shall constitute such Lender's Loan included in such advance. If the Lender does not do so forthwith, the Borrower shall pay to such Payment Agent forthwith on demand such corresponding amount with interest thereon at the interest rate applicable to the advance in question. Any payment by the Borrower shall be without prejudice to any claim the Borrower may have against a Lender that has failed to make such payment to such Payment Agent.

(b) Payments by Borrower; Presumptions by the Payment Agents. Unless a Payment Agent shall have received notice from the Borrower prior to the date on which any payment is due to such Payment Agent for the account of any Lender hereunder that the Borrower will not make such payment, such Payment Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute the amount due to the Lenders. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to such Payment Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to such Payment Agent, at a rate determined by such Payment Agent in accordance with prevailing banking industry practice on interbank compensation.

7. Agency.

7.1 Appointment and Authority. Each of the: (i) Facility A Lenders, the Facility B Lenders and the Issuing Bank hereby irrevocably appoints the Person identified elsewhere in this Agreement as the CAD

Payment Agent to act on its behalf with respect to the making of Advances and the acceptance of payments under Facility A and Facility B, as applicable, under and in accordance with the terms and conditions of this Agreement, and all matters incidental thereto and described in the Agreement[3]; (ii) Facility D Lenders hereby irrevocably appoints the Person identified elsewhere in this Agreement as the AU Payment Agent to act on its behalf with respect to the making of Advances and the acceptance of payments under Facility D under and in accordance with the terms and conditions of this Agreement, and all matters incidental thereto and described in the Agreement, and (iii) Lenders, and each Issuing Bank hereby irrevocably appoints the Person identified elsewhere in this Agreement as the Administrative Agent to act on its behalf with respect to all matters to be administered by the Administrative Agent under this Agreement and under the other Loan Documents and authorizes the applicable Payment Agent or the Administrative Agent, as applicable, to take such actions on its behalf and to exercise such powers as are delegated to such Payment Agent or the Administrative Agent, as applicable, by the terms hereof or thereof, together with such actions and powers as are reasonably incidental thereto. The provisions of this Article are solely for the benefit of the Payment Agents, the Administrative Agent, the Lenders and the Issuing Bank, and no Obligor shall have rights as a third party beneficiary of any of such provisions.

7.2 Rights as a Lender. The Persons serving as Payment Agents and Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Payment Agent or the Administrative Agent and the term “Lender” or “Lenders” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Persons serving as the Payment Agents or the Administrative Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with any Obligor or any Affiliate thereof as if such Person were not a Payment Agent or the Administrative Agent and without any duty to account to the Lenders.

7.3 Exculpatory Provisions.

(1) None of the Payment Agents or the Administrative Agent shall have any duties or obligations except those expressly set forth herein and in the other Loan Documents.[4] Without limiting the generality of the foregoing, none of the Payment Agents or the Administrative Agent:

(a) shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing;

(b) shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Loan Documents that such Payment Agent or Administrative Agent is required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents), but such Payment Agent or Administrative Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose such Payment Agent or Administrative Agent to liability or that is contrary to any Loan Document or Applicable Law; and

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[3] Ensure that the Credit Agreement identifies the Administrative Agent for the purpose of this reference

[4] It is anticipated that the Credit Agreement will require the Borrower to be responsible for compliance with all requirements to maintain perfection of security.

(c) shall not, except as expressly set forth herein and in the other Loan Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the person serving as its Payment Agent, Administrative Agent or any of its Affiliates in any capacity.

(2) None of the Payment Agents or the Administrative Agent shall be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as is necessary, or as such Payment Agent or Administrative Agent believes in good faith is necessary, under the provisions of the Loan Documents) or (ii) in the absence of its own gross negligence or wilful misconduct. None of the Payment Agents or Administrative Agent shall be deemed to have knowledge of any Default unless and until notice describing the Default is given to such Payment Agent or Administrative Agent by the Borrower or a Lender.

(3) Except as otherwise expressly specified in this Agreement, no Payment Agent or Administrative Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition specified in this Agreement, other than to confirm receipt of items expressly required to be delivered to such Payment Agent or Administrative Agent.

7.4 Reliance by the Administrative Agent and Payment Agents. Each Payment Agent and the Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each Payment Agent and the Administrative Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, or the issuance of a Letter of Credit, that by its terms must be fulfilled to the satisfaction of a Lender or the Issuing Bank, each Payment Agent may presume that such condition is satisfactory to such Lender or the Issuing Bank unless such Payment Agent shall have received notice to the contrary from such Lender or the Issuing Bank prior to the making of such Loan or the issuance of such Letter of Credit. Each Payment Agent and the Administrative Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

7.5 Indemnification of the Agents. Each Lender agrees to indemnify each Payment Agent and the Administrative Agent and hold each harmless (to the extent not reimbursed by the Borrower), rateably according to its Applicable Percentage (and not jointly or jointly and severally) from and against any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel, which may be incurred by or asserted against such Payment Agent or the Administrative Agent in any way relating to or arising out of the Loan Documents or the transactions therein contemplated. However, no Lender shall be liable for any portion of such losses, claims, damages, liabilities and related expenses resulting from such Payment Agent's or Administrative Agent's gross negligence or wilful misconduct.

7.6 Delegation of Duties. Each Payment Agent and the Administrative Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Loan Document by or through any one or more sub-agents appointed by such Payment Agent or the Administrative Agent from among the Lenders (including the Persons serving as an Agent) and their respective Affiliates. Each Payment Agent, the Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Related Parties. The provisions of this Article and other provisions of this Agreement for the benefit of Payment Agents and the Administrative Agent shall apply to any such sub-agent and to the Related Parties of the Payment Agents, the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as a Payment Agent or Administrative Agent Administrative Agent.

7.7 Replacement of a Payment Agent or Administrative Agent.

(1) Any Payment Agent or the Administrative Agent may at any time give notice of its resignation to the Lenders, the Issuing Bank and the Borrower. Upon receipt of any such notice of resignation: (i) from the CAD Payment Agent, the Required Lenders in respect of Facility A and Facility B shall have the right, in consultation with the Borrower, to appoint a successor CAD Payment Agent, which shall be a Lender having a Commitment to a revolving credit if one or more is established in this Agreement and having an office in Toronto, Ontario or Montréal, Québec, or an Affiliate of any such Lender with an office in Toronto or Montréal. The CAD Payment Agent or AU Payment Agent may also be removed at any time by the Required Lenders in respect of the Total Commitment under Facility A and Facility B (in the case of the CAD Payment Agent) or by the Required Lenders in respect of the Total Commitments under Facility D (in the case of the AU Payment Agent) upon 30 days' notice to the applicable Payment Agent and the Borrower as long as the applicable Required Lenders, in consultation with the Borrower, appoint and obtain the acceptance of a successor within such 30 days, which shall be a Lender having a Commitment to a revolving credit if one or more is established in this Agreement and having an office in: (i) Toronto or Montréal, or an Affiliate of any such Lender with an office in Toronto or Montréal (in the case of the CAD Payment Agent); or Sydney, Australia or an Affiliate of any such Lender with an office in Sydney, Australia; or (ii) from the AU Payment Agent, the Required Lenders in respect of Facility D shall have the right, in consultation with the Borrower, to appoint a successor AU Payment Agent, which shall be a Lender having a Commitment to a revolving credit if one or more is established in this Agreement and having an office in Sydney, Australia or an Affiliate of any such Lender with an office in Sydney, Australia. Upon receipt of any such notice of resignation from the Administrative Agent the Required Lenders shall have the right, in consultation with the Borrower, to appoint a successor Administrative Agent, which shall be a Lender having a Commitment to a revolving credit if one or more is established in this Agreement and having an office in Toronto, Ontario or Montréal, Québec, or an Affiliate of any such Lender with an office in Toronto or Montréal. The Administrative Agent may also be removed at any time by the Required Lenders in respect of the Total Commitment under Facilities upon 30 days' notice to the Administrative Agent and the Borrower as long as the applicable Required Lenders, in consultation with the Borrower, appoint and obtain the acceptance of a successor within such 30 days, which shall be a Lender having a Commitment to a revolving credit if one or more is established in this Agreement and having an office in Toronto or Montréal, or an Affiliate of any such Lender with an office in Toronto or Montréal.

(2) If no such successor shall have been so appointed by the applicable Required Lenders and shall have accepted such appointment within 30 days after the retiring Payment Agent or Administrative Agent

gives notice of its resignation, then the retiring Payment Agent or Administrative Agent, as applicable, may on behalf of the Lenders, appoint a successor Payment Agent (in the case of a retiring Payment Agent) or Administrative Agent (in the case of a retiring Administrative Agent) meeting the qualifications specified in Section 7.7(1), provided that if the applicable retiring Payment Agent or Administrative Agent, as applicable, shall notify the Borrower and the Lenders that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (1) the retiring Payment Agent or Administrative Agent shall be discharged from its duties and obligations hereunder and under the other Loan Documents (except that in the case of any collateral security held by such Payment Agent or the Administrative Agent on behalf of the Lenders under any of the Loan Documents, the retiring Payment Agent or Administrative Agent, as applicable, shall continue to hold such collateral security until such time as a successor Payment Agent or Administrative Agent, as applicable, is appointed) and (2) all payments, communications and determinations provided to be made by, to or through such Payment Agent or Administrative Agent shall instead be made by or to each Lender directly, until such time as the applicable Required Lenders appoint a successor Payment Agent or Administrative Agent as provided for above in the preceding paragraph.

(3) Upon a successor's appointment as CAD Payment Agent, AU Payment Agent or Administrative Agent, as applicable, hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring Payment Agent or Administrative Agent, as applicable, and the retiring Payment Agent or Administrative Agent shall be discharged from all of its duties and obligations hereunder or under the other Loan Documents (if not already discharged therefrom as provided in the preceding paragraph). The fees payable by the Borrower to a successor Payment Agent or Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the termination of the service of the retiring Payment Agent or Administrative Agent, the provisions of this Section 7 and of Section 9 shall continue in effect for the benefit of such retiring Payment Agent, Administrative Agent or their sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Payment Agent or Administrative Agent was acting as Payment Agent or Administrative Agent, as applicable.

7.8 Non-Reliance on Agents and Other Lenders. Each Lender and the Issuing Bank acknowledges that it has, independently and without reliance upon any Payment Agent, the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender and the Issuing Bank also acknowledges that it will, independently and without reliance upon any Payment Agent, the Administrative Agent or any other Lender or any of their Related Parties and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or any related agreement or any document furnished hereunder or thereunder.

7.9 Collective Action of the Lenders. Each of the Lenders hereby acknowledges that to the extent permitted by Applicable Law, any collateral security and the remedies provided under the Loan Documents to the Lenders are for the benefit of the Lenders collectively and acting together and not severally and further acknowledges that its rights hereunder and under any collateral security are to be exercised not severally, but by the Administrative Agent upon the decision of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents). Accordingly, notwithstanding any of the provisions contained herein or in any collateral security, each of the Lenders hereby covenants and agrees that it shall not be entitled to take any action hereunder or thereunder including, without limitation, any declaration of default hereunder or thereunder but that any such action shall be taken only by the Administrative Agent with the prior written agreement of the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for in the Loan Documents). Each of the Lenders hereby further covenants and agrees that upon any such written agreement being given, it shall co-operate fully with the Administrative Agent to the extent requested by the Administrative Agent. Notwithstanding the foregoing, in the absence of instructions from the Lenders and where in the sole opinion of the Administrative Agent, acting reasonably and in good faith, the exigencies of the situation warrant such action, the Administrative Agent may without notice to or consent of the Lenders take such action on behalf of the Lenders as it deems appropriate or desirable in the interest of the Lenders.

7.10 No Other Duties. etc. Anything herein to the contrary notwithstanding, none of the Bookrunners, Arrangers or holders of similar titles, if any, specified in this Agreement shall have any powers, duties or responsibilities under this Agreement or any of the other Loan Documents, except in its capacity, as applicable, as a Payment Agent, Administrative Agent or a Lender hereunder.

8. Notices: Effectiveness; Electronic Communication

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as-provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopier to the addresses or telecopier numbers specified elsewhere in this Agreement[5] or, if to a Lender, to it at its address or telecopier number specified in the Register or, if to an Obligor other than the Borrower, in care of the Borrower.

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by telecopier shall be deemed to have been given when sent (except that, if not given on a business day between 9:00 a.m. and 5:00 p.m. local time where the recipient is located, shall be deemed to have been given at 9:00 a.m. on the next business day for the recipient). Notices delivered through electronic communications to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the Issuing Bank hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the applicable Payment Agent and the Administrative Agent,[6] provided that the foregoing shall not apply to notices to any Lender of Loans to be made or Letters of Credit to be issued if such Lender has notified such Payment Agent or the Administrative Agent that it is incapable of receiving notices under such Article by electronic communication. Any Payment Agent, the Administrative Agent or the Borrower may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it, provided that approval of such procedures may be limited to particular notices or communications.

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[5]Ensure that the Credit Agreement contains the contact information referred to.

[6]Administrative Agents may wish to prescribe procedures for electronic communications and to disseminate those procedures to Lenders.

Unless a Payment Agent or Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the “return receipt requested” function, as available, return e-mail or other written acknowledgement), provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address. Etc. Any party hereto may change its address or telecopier number for notices and other communications hereunder by notice to the other parties hereto.

9. Expenses; Indemnity: Damage Waiver [7]

(a) Costs and Expenses. The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Payment Agents, the Administrative Agent and their Affiliates, including the reasonable fees, charges and disbursements of counsel for the Payment Agents or the Administrative Agent, in connection with the syndication of the credit facilities provided for herein, the preparation, negotiation, execution, delivery and administration of this Agreement and the other Loan Documents or any amendments, modifications or waivers of the provisions hereof or thereof (whether or not the transactions contemplated hereby or thereby shall be consummated), (ii) all reasonable out-of-pocket expenses incurred by the Issuing Bank in connection with the issuance, amendment, renewal or extension of any Letter of Credit or any demand for payment thereunder and (iii) all reasonable out-of-pocket expenses incurred by the Payment Agents, the Administrative Agent, any Lender or the Issuing Bank, including the reasonable fees, charges and disbursements of counsel, in connection with the enforcement or protection of its rights in connection with this Agreement and the other Loan Documents, including its rights under this Section, or in connection with the Loans made or Letters of Credit issued hereunder, including all such out-of-pocket expenses incurred during any workout, restructuring or negotiations in respect of such Loans or Letters of Credit.

(b) Indemnification by the Borrowers. Each Borrower shall indemnify each Payment Agents (and any sub-agent thereof), the Administrative Agent (and any sub-agent thereof), each Lender and the Issuing Bank, and each Related Party of any of the foregoing Persons (each such Person being called an “Indemnitee”) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any third party or by any Obligor arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance or non-performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation or non-consummation of the transactions contemplated hereby or thereby, (ii) any Loan or

[7] A reference to this Section should be included in the Survival Section, if any, of the Credit Agreement.

Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by the Issuing Bank to honor a demand for payment under a Letter of Credit if the documents presented in connection with such demand do not strictly comply with the terms of such Letter of Credit), (iii) any actual or alleged presence or Release of Hazardous Materials on or from any property owned or operated by any Obligor, or any Environmental Liability related in any way to any Obligor, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by an Obligor and regardless of whether any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or wilful misconduct of such Indemnitee or (y) result from a claim brought by any Borrower or any other Obligor against an Indemnitee for breach in bad faith of such Indemnitee's obligations hereunder or under any other Loan Document, if the Obligor has obtained a final and nonappealable judgment in its favour on such claim as determined by a court of competent jurisdiction, nor shall it be available in respect of matters specifically addressed in Sections 3.1, 3.2 and 9(a).

(c) Reimbursement by Lenders. To the extent that any Borrower for any reason fails to indefeasibly pay any amount required under paragraph (a) or (b) of this Section to be paid by it to any Payment Agent (and any sub-agent thereof), the Administrative Agent (or any sub-agent thereof), the Issuing Bank or any Related Party of any of the foregoing, each Lender severally agrees to pay to each Payment Agent (and any sub-agent thereof), the Administrative Agent (or any sub-agent thereof), the Issuing Bank or such Related Party, as the case may be, such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount, provided that the unreimbursed expense or indemnified loss, claim, damage, liability or related expense, as the case may be, was incurred by or asserted against such Payment Agent (and any sub-agent thereof), the Administrative Agent (or any sub-agent thereof) or the Issuing Bank in its capacity as such, or against any Related Party of any of the foregoing acting for such Payment Agent (and any sub-agent thereof), the Administrative Agent (or any sub-agent thereof) or Issuing Bank in connection with such capacity. The obligations of the Lenders under this paragraph (c) are subject to the other provisions of this Agreement concerning several liability of the Lenders.

(d) Waiver of Consequential Damages. Etc. To the fullest extent permitted by Applicable Law, the Obligors shall not assert, and hereby waive, any claim against any Indemnitee, on any theory of liability, for indirect, consequential, punitive, aggravated or exemplary damages (as opposed to direct damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document or any agreement or instrument contemplated hereby (or any breach thereof), the transactions contemplated hereby or thereby, any Loan or Letter of Credit or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby.

(e) Payments. All amounts due under this Section shall be payable promptly after demand therefor. A certificate of Payment Agent, the Administrative Agent or a Lender setting forth the amount or amounts owing to such Payment Agent, the Administrative Agent, Lender or a sub-agent or Related Party, as the case may be, as specified in this Section, including reasonable detail of the basis of calculation of the amount or amounts, and delivered to the Borrowers shall be conclusive absent manifest error.

10. Successors and Assigns

(a) Successors and Assigns Generally. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that, except as permitted by the Credit Agreement, no Obligor may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender and no Lender may assign or otherwise transfer any of its rights or obligations hereunder except (i) to an Eligible Assignee in accordance with the provisions of paragraph (b) of this Section, (ii) by way of participation in accordance with the provisions of paragraph (d) of this Section, (iii) by way of pledge or assignment of a security interest subject to the restrictions of paragraph (f) of this Section, or (iv) as otherwise permitted by the Credit Agreement (and any other attempted assignment or transfer by any party hereto shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent provided in paragraph (d) of this Section and, to the extent expressly contemplated hereby, the Related Parties of the Payment Agents, the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Assignments by Lenders. Any Lender may at any time assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that:

(i) except if an Event of Default has occurred and is continuing or in the case of an assignment of the entire remaining amount of the assigning Lender's Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Commitment being assigned (which for this purpose includes Loans outstanding thereunder) or, if the applicable Commitment is not then in effect, the principal outstanding balance of the Loan of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent or, if "Trade Date" is specified in the Assignment and Assumption, as of the Trade Date) shall not be less than \$5,000,000, in the case of any assignment in respect of a revolving facility, or \$5,000,000, in the case of any assignment in respect of a term facility, unless the Administrative Agent and, so long as no Default has occurred and is continuing, the Borrower otherwise consent to a lower amount (each such consent not to be unreasonably withheld or delayed);

(ii) each partial assignment shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations under this Agreement with respect to the Loan or the Commitment assigned, except that this clause (ii) shall not prohibit any Lender from assigning all or a portion of its rights and obligations among separate credits on a non-pro rata basis;

(iii) any assignment of a Commitment relating to a credit under which Letters of Credit may be issued must be approved by any Issuing Bank (such approval not to be unreasonably withheld or delayed) unless the Person that is the proposed assignee is itself already a Lender with a Commitment under that credit;

(iv) any assignment must be approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed) unless:

(x) in the case of an assignment of a Commitment relating to a revolving credit, the proposed assignee is itself already a Lender with the same type of Commitment,

(y) no Event of Default has occurred and is continuing, and the assignment is of a Commitment relating to a non-revolving credit that is fully advanced, or

(z) the proposed assignee is a bank whose senior, unsecured, non-credit enhanced, long term debt is rated at least A3, A- or A low by at least two of Moody's Investor Services Inc., Standard & Poor's, a division of The McGraw-Hill Companies, Inc. and Dominion Bond Rating Service Limited, respectively;

(v) any assignment must be approved by the Borrowers (such approval not to be unreasonably withheld or delayed) unless the proposed assignee is itself already a Lender with the same type of Commitment or a Default has occurred and is continuing;

(vi) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee to the applicable Agent in an amount specified elsewhere in this Agreement[8] and the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire; and

(vii) any assignment or transfer to a proposed new Lender which is not already a Lender will not be effective until each Agent has carried out all necessary "know your customer" or other similar checks in relation to the Eligible Assignee under all applicable laws and regulations. On completion of those checks, or determining that no such checks are necessary, the relevant Agent shall promptly notify the assigning Lender and the Eligible Assignee.

[8] Ensure that the Credit Agreement specifies the amount of this fee.

Subject to satisfaction of the requirements set forth in this paragraph (b) of this Section and acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section, from and after the effective date specified in each Assignment and Assumption, the Eligible Assignee thereunder shall be a party to this Agreement and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement and the other Loan Documents, including any collateral security, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto) but shall continue to be entitled to the benefits of Sections 3 and 9, and shall continue to be liable for any breach of this Agreement by such Lender, with respect to facts and circumstances occurring prior to the effective date of such assignment. Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (d) of this Section. Any payment by an assignee to an assigning Lender in connection with an assignment or transfer shall not be or be deemed to be a repayment by the Borrower or a new Loan to the Borrower.

(c) Register. The Administrative Agent shall maintain at one of its offices in Toronto, Ontario or Montréal, Québec or Calgary, Alberta a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amounts of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, absent manifest error, and the Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrower and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Participations. Any Lender may at any time, without the consent of, or notice to, the Borrowers or any Payment Agent or the Administrative Agent, sell participations to any Person (other than a natural person, an Obligor or any Affiliate of an Obligor[9]) (each, a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers, the Payment Agents, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any payment by a Participant to a Lender in connection with a sale of a participation shall not be or be deemed to be a repayment by the Borrowers or a new Loan to the Borrowers.

[9] Consideration should be given to the percentage of Lenders required to permit the sale of a participation to an Obligor or any Affiliate or Subsidiary of an Obligor.

Subject to paragraph (e) of this Section, each Borrower agrees that each Participant shall be entitled to the benefits of Section 3 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 4 as though it were a Lender, provided such Participant agrees to be subject to Section 5 as though it were a Lender. No Participant shall have the right to approve any amendment, waiver or consent being considered by the Lenders under the Agreement.

(e) Limitations upon Participant Rights. A Participant shall not be entitled to receive any greater payment under Section 3.1 and 3.2 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with each Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 3.2 unless each Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of the Borrower, to comply with Section 3.2(e) as though it were a Lender.

11. Governing Law: Jurisdiction: Etc.

(a) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province specified elsewhere in this Agreement[10] and the laws of Canada applicable in that Province.

(b) Submission to Jurisdiction. Each Obligor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the Province specified elsewhere in this Agreement, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or in any other Loan Document shall affect any right that any Payment Agent, the Administrative Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Obligor or its properties in the courts of any jurisdiction.

(c) Waiver of Venue. Each Obligor irrevocably and unconditionally waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

12. WAIVER OF JURY TRIAL

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[10] Ensure that the Credit Agreement identifies the Province referred to here and in paragraph (b) immediately below.

EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

13. <u>Counterparts: Integration: Effectiveness: Electronic Execution</u>

(a) <u>Counterparts: Integration: Effectiveness</u>. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents and any separate letter agreements with respect to fees payable to any Payment Agent or the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in the conditions precedent Section(s) of this Agreement, this Agreement shall become effective when it has been executed by each Payment Agent, the Administrative Agent and when each Payment Agent, the Administrative Agent has received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) <u>Electronic Execution of Assignments</u>. The words “execution,” “signed,” “signature,” and words of like import in any Assignment and Assumption 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 Parts 2 and 3 of the Personal Information Protection and Electronic Documents Act (Canada), the Electronic Commerce Act, 2000 (Ontario) and other similar federal or provincial laws based on the Uniform Electronic Commerce Act of the Uniform Law Conference of Canada or its Uniform Electronic Evidence Act, as the case may be.

14. <u>Treatment of Certain Information: Confidentiality</u>

(1) Each Payment Agent, the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to it, its Affiliates and its and its Affiliates' respective partners, directors, officers, employees, agents, advisors and representatives (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential) and the applicable Payment Agent, Administrative Agent or Lender shall remain responsible for breaches of

confidentiality by such Persons, (b) to the extent requested by any regulatory authority purporting to have jurisdiction over it (including any self-regulatory authority), (c) to the extent required by Applicable Laws or regulations or by any subpoena or similar legal process, (d) to any other party hereto, (e) in connection with the exercise of any remedies hereunder or under any other Loan Document or any action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap, derivative, credit-linked note or similar transaction relating to the Borrower and its obligations, (g) with the consent of the Borrower or (h) to the extent such Information (x) becomes publicly available other than as a result of a breach of this Section or (y) becomes available to any Payment Agent, the Administrative Agent or any Lender on a non-confidential basis from a source other than an Obligor.

(2) For purposes of this Section, "Information" means all information received in connection with this Agreement from any Obligor relating to any Obligor or any of its Subsidiaries or any of their respective businesses, other than any such information that is available to any Payment Agent, the Administrative Agent or any Lender on a non-confidential basis prior to such receipt. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information. In addition, any Payment Agent, the Administrative Agent may disclose to any agency or organization that assigns standard identification numbers to loan facilities such basic information describing the facilities provided hereunder as is necessary to assign unique identifiers (and, if requested, supply a copy of this Agreement), it being understood that the Person to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to make available to the public only such Information as such person normally makes available in the course of its business of assigning identification numbers

(3) In addition, and notwithstanding anything herein to the contrary, any Payment Agent or the Administrative Agent may provide the information described on Exhibit B concerning the Borrower and the credit facilities established herein to Loan Pricing Corporation and/or other recognized trade publishers of information for general circulation in the loan market.

(4) To the extent that Information comprises personal information of any officer, director or employee of an Australian Credit Party, each Lender and each Agent agrees to hold that personal information in accordance with the Australian Privacy Principles.

EXHIBIT A

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the "Assignor") and [Insert name of Assignee] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) other than any interests that the Assignor may have in any Encumbrance created under any Security (including as beneficiary under any trust of such Encumbrance), all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including without limitation any letters of credit, guarantees, and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under Applicable Law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan-transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

1. Assignor:

2. Assignee:
   [and is an Affiliate/Approved Fund of [identify Lender][1]]

3. Borrower(s):

4. Administrative Agent: ______________________, as the administrative agent under the Credit Agreement

5. Credit Agreement: [The [amount] Credit Agreement dated as of _______ among [name of Borrower(s)], the Lenders parties thereto, [name of Agent], as Administrative Agent, [name of

[1] Select as applicable.

Agent], as CAD Payment Agent, and ____________, as AU Payment Agent, and the other agents parties thereto]

6. Assigned Interest:

Facility Assigned[2]	Aggregate Amount of Commitment/Loans for all Lenders[3]	Amount of Commitment/Loans Assigned3	Percentage Assigned of Commitment/Loans[4]	CUSIP Number
	$	$	%	
	$	$	%	
	$	$	%	

[7. Trade Date: ___________________________][5]

[2]Fill in the appropriate terminology for the types of facilities under the Credit Agreement that are being assigned under this Assignment (e.g. "Revolving Credit Commitment," "Term Loan Commitment," etc.)

[3]Amount to be adjusted by the counterparties to take into account any payments or prepayments made between the Trade Date and the Effective Date.

[4]Set forth, to at least 9 decimals, as a percentage of the Commitment/Loans of all Lenders thereunder.

[5]To be completed if the Assignor and the Assignee intend that the minimum assignment amount is to be determined as of the Trade Date.

Effective Date: ___________, 20___ [TO BE INSERTED BY THE ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR
[NAME OF ASSIGNOR]

By: ______________________________
Title:

ASSIGNEE
[NAME OF ASSIGNEE]

By: ______________________________
Title:

[Consented to and][1] Accepted:

____

[Consented to and][2] Accepted:

[NAME OF ADMINISTRATIVE AGENT],
as Administrative Agent

By ______________________________
Title:

[Consented to:][3]

[NAME OF RELEVANT PARTY]

By ______________________________
Title:

[Consented to:][4]

[NAME OF RELEVANT PARTY]

By ______________________________
Title:

[1] To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

[2] To be added only if the consent of the Administrative Agent is required by the terms of the Credit Agreement.

[3] To be added only if the consent of the Borrower and/or other parties (e.g. Swingline Lender, L/C Issuer) is required by the terms of the Credit Agreement.

[4] To be added only if the consent of the Borrower and/or other parties (e.g. Swingline Lender, L/C Issuer) is required by the terms of the Credit Agreement.

ANNEX 1 to Assignment and Assumption

- [ ][1]

- STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1 Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document[2], (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Borrowers, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrowers, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2 Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets all requirements of an Eligible Assignee under the Credit Agreement (subject to receipt of such consents as may be required under the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section ___ thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Payment Agents, the Administrative Agent or any other Lender, and (v) if it is a Foreign Lender[3], attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Payment Agents, the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

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[1]Describe Credit Agreement at option of Administrative Agent.

[2]The term “Loan Document” should be conformed to the term used in the Credit Agreement.

[3]The concept of “Foreign Lender” should be conformed to the section in the Credit Agreement governing withholding taxes and gross-up.

2. <u>Payments</u>. From and after the Effective Date, the applicable Payment Agent (for greater certainty, the CAD Payment Agent in respect of Facility A and Facility B and the AU Payment Agent in respect of Facility D) shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to, on or after the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the applicable Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.

3. <u>General Provisions</u>. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law governing the Credit Agreement.

EXHIBIT B

LOAN MARKET DATA TEMPLATE

Recommended Data Fields – At Close
The items highlighted in bold are those that Loan Pricing Corporation (LPC) deem essential. The remaining items are those that LPC has seen become more prominent over time as transparency has increased in the U.S. Loan Market.

Company Level	Deal Specific	Facility Specific
Issuer Name	**Currency/Amount**	**Currency/Amount**
Location	**Date**	**Type**
SIC (Cdn)	**Purpose**	**Purpose**
Identification Number(s)	**Sponsor**	**Tenor**
Revenue	**Financial Covenants**	Term Out Option
		Expiration Date
	Target Company	**Facility Signing Date**
***Measurement of Risk**	**Assignment Language**	**Pricing**
S&P Sr. Debt	Law Firms	**Base Rate(s)/Spread(s)/BA/LIBOR**
S&P Issuer	MAC Clause	**Initial Pricing Level**
Moody's Sr. Debt	Springing lien	**Pricing Grid (tied to, levels)**
Moody's Issuer	Cash Dominion	**Grid Effective Date**
Fitch Sr. Debt	Mandatory Prepays	**Fees**
Fitch Issuer	Restrct'd Payments (Neg Covs)	**Participation Fee (tiered also)**
S&P Implied		
(internal assessment)	Other Restrictions	**Commitment Fee**
DBRS		
Other Ratings		**Annual Fee**
*Industry Classification		**Utilization Fee**
Moody's Industry		**LC Fee(s)**
S&P Industry		**BA Fee**
Parent		Prepayment Fee
Financial Ratios		Other Fees to Market
		Security
		Secured/Unsecured
		Collateral and Seniority of Claim
		Collateral Value
		Guarantors
		Lenders Names/Titles
		Lender Commitment ($)
		Committed/Uncommitted
		Distribution method
		Amortization Schedule
		Advance Base/Advance Rates
		New Money Amount
		Country of Syndication
		Facility Rating (Loss given default)
		S&P Bank Loan
		Moody's Bank Loan

Fitch Bank Loan
DBRS
Other Ratings

* These items would be considered useful to capture from an analytical perspective

SCHEDULE “I” attached to and forming part of the Syndicated Loan Facility Agreement made as of August 13, 2015, among DirectCash Payments Inc., DirectCash Canada Limited Partnership, DirectCash ATM Processing Partnership, DCP Holdings Australia Pty Ltd. and DC Payments UK Limited, as borrowers, the banks, financial institutions and Persons from time to time parties thereto, as lenders, Bank of Montreal, as administrative agent, Bank of Montreal, as Canadian payment agent and National Australia Bank Limited, as Australian payment agent

CREDIT PARTY AND SUBSIDIARY DISCLOSURE SCHEDULE

Legal Name	Subsidiaries	% of Ownership by DPI	Authorized, Issued and Outstanding Shares	Principal Place of Business	Home Jurisdiction	Relevant Jurisdictions
DirectCash Payments Inc.	All of the entities below	N/A	N/A	Alberta	Alberta	Alberta
DirectCash Management Inc.*	DirectCash Management Mexico S.A. de C.V. DSM Services S.A. de D.V. GENERAL PARTNER OF: DirectCash Canada Limited Partnership DirectCash ATM Processing Partnership DirectCash ATM Management Partnership	100%	100 Class “A” Common Shares	Alberta	Alberta	Alberta

Legal Name	Subsidiaries	% of Ownership by DPI	Authorized, Issued and Outstanding Shares	Principal Place of Business	Home Jurisdiction	Relevant Jurisdictions
DirectCash Canada Limited Partnership*	DirectCash ATM Management Partnership DirectCash ATM Processing Partnership	100%	99.99% owned by DirectCash Payments Inc., 0.01% owned by DirectCash Management Inc.	Alberta	Alberta	Alberta
DirectCash ATM Processing Partnership*	DirectCash Management Australia Pty Ltd.	100%	99.99% owned by DirectCash Canada Limited Partnership .01% owned by DirectCash Management Inc.	All Canadian provinces and territories except Newfoundland, Northwest Territories and Nunavut	Alberta	All Canadian provinces and territories except Newfoundland, Northwest Territories and Nunavut
DirectCash ATM Management Partnership*		100%	99.99% owned by DirectCash Canada Limited Partnership 0.01% owned by DirectCash Management Inc.	All Canadian provinces and territories except Newfoundland, Northwest Territories and Nunavut	Alberta	All Canadian provinces and territories except Newfoundland, Northwest Territories and Nunavut

Legal Name	Subsidiaries	% of Ownership by DPI	Authorized, Issued and Outstanding Shares	Principal Place of Business	Home Jurisdiction	Relevant Jurisdictions
DirectCash Management Mexico S.A de C.V.	None	100%	100% of the variable capital owned by DirectCash Management Inc. 49,500 fixed capital shares owned by DirectCash Management Inc. 500 fixed capital shares owned by DirectCash Payments Inc.	N/A	Mexico	N/A
DSM Services S.A de C.V.	None	100%	100% of the variable capital owned by DirectCash Management Inc. 49,500 fixed capital shares owned by DirectCash Management Inc. 500 fixed capital shares owned by DirectCash Payments Inc.	N/A	Mexico	N/A
DirectCash Management Australia Pty	None	100%	Owned by DirectCash ATM Processing	N/A	Australia	N/A

Legal Name	**Subsidiaries**	**% of Ownership by DPI**	**Authorized, Issued and Outstanding Shares**	**Principal Place of Business**	**Home Jurisdiction**	**Relevant Jurisdictions**
Ltd.			Partnership			
DirectCash USA Inc.	None	100%	100 common US stock, $1.00 par value	N/A	Nevada	N/A
DirectCash Management UK Ltd.*	Infocash Holdings Limited	100%	100 ordinary shares of £1 each	England & Wales	England & Wales	England & Wales
Infocash Holdings Limited*	DC Payments UK Limited (formerly Infocash Limited) ATM Solutions (Europe) Limited (Inactive)	100%	1,000 ordinary shares of £1 each	England & Wales	England & Wales	England & Wales
ATM Solutions (Europe) Limited*	None	100%	3 ordinary shares of £1 each	England & Wales	England & Wales	England & Wales
DC Payments UK Limited* (formerly Infocash Limited)	DC Payments Prepaid UK Limited	100%	200 ordinary shares of £1 each	England & Wales	England & Wales	England & Wales
DC Payments Prepaid UK Limited	None	100%	1 share	England & Wales	England & Wales	England & Wales
DirectCash Payments Australia Pty Ltd.*	DCP Holdings Australia Pty Ltd.	100%	67,745,101 ordinary shares 16,650	Australia	Australia	N/A

Legal Name	Subsidiaries	% of Ownership by DPI	Authorized, Issued and Outstanding Shares	Principal Place of Business	Home Jurisdiction	Relevant Jurisdictions
			redeemable preference shares			
DCP Holdings Australia Pty Ltd.*	DC Payments Pty Ltd.	100%	1 ordinary share	Australia	Australia	N/A
DC Payments Pty Ltd.*	Processing Services Australia Pty Ltd. Firstpoint Payments Pty Ltd. Customers ATM Pty Ltd. Customers New Zealand Limited DC Payments NZ Limited.	100%	197,449,278 ordinary shares	Australia	Australia	N/A
Processing Services Australia Pty Ltd.	None	100%	2 ordinary shares	Australia	Australia	N/A
Firstpoint Payments Pty Ltd.	None	100%	1 ordinary shares	Australia	Australia	N/A
Customers ATM Pty Ltd.*	Customers Operations Pty Ltd. DC Payments Australasia Pty Ltd.	100%	48,923,456 ordinary shares	Australia	Australia	N/A

Legal Name	Subsidiaries	% of Ownership by DPI	Authorized, Issued and Outstanding Shares	Principal Place of Business	Home Jurisdictio n	Relevant Jurisdictions
	(formerly ATM Solutions Australasia Pty Ltd.)					
Customers Operations Pty Ltd.	None	100%	1 ordinary share	Australia	Australia	N/A
DC Payments Australasia Pty Ltd.* (formerly ATM Solutions Australasia Pty Ltd.)	Ezeatm Services Pty Ltd. DC Payments Prepaid Pty Ltd.	100%	9,633,579 ordinary shares	Australia	Australia	N/A
Ezeatm Services Pty Ltd.	None	100%	4000 ordinary shares	Australia	Australia	N/A
DC Payments Prepaid Pty Ltd.	None	100%	1 ordinary share	Australia	Australia	N/A
Customers New Zealand Limited	None	100%	1 ordinary share	New Zealand	New Zealand	N/A
DC Payments NZ Limited	None	100%	200,000 ordinary shares	New Zealand	New Zealand	N/A

All authorized and issued Shares of each Credit Party or each Subsidiary of a Credit Party listed in the above table have been validly issued and are outstanding as fully paid and non-assessable Shares.

*Material Subsidiaries