[EXECUTION VERSION]

SECOND AMENDING AGREEMENT

made among

BADGER DAYLIGHTING LIMITED PARTNERSHIP,
as Borrower

and

THE TORONTO-DOMINION BANK
as Lender

DATED AS OF MAY 30, 2013

THIS SECOND AMENDING AGREEMENT is made as of the 30th day of May, 2013

AMONG:

BADGER DAYLIGHTING LIMITED PARTNERSHIP,
as Borrower

and

THE TORONTO-DOMINION BANK,
as Lender

WHEREAS the Borrower and the Lender are parties to the second amended and restated credit agreement dated as of June 25, 2011, as amended by the first amending agreement dated as of June 19, 2012, providing for an extendible revolving operating loan facility (as so amended, the "**Credit Agreement**");

AND WHEREAS the Borrower and the Lender wish to amend the Credit Agreement as provided for in this Second Amending Agreement;

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms

Terms and expressions defined in the Credit Agreement shall, when used herein and unless otherwise defined herein, have the same meanings as are ascribed thereto in the Credit Agreement, and "**Amending Agreement**" means this Second Amending Agreement.

2. Amendment to Credit Agreement

The Credit Agreement is hereby amended as follows:

(a) the definition of "**Applicable Margin**" in Section 1.1 is amended by deleting the numerical percentages in the row marked "Commitment Fee Rate" in the table and substituting the following in its place:

Commitment Fee Rate	0.25%	0.30%	0.40%

(b) the definition of "**Fixed Charge Coverage Ratio**" in Section 1.1 is amended by inserting the phrase ", to a maximum of the Unfinanced Capital Expenditures" immediately following the reference to "completed Fiscal Quarter" in the fourth line thereof;

(c) the definition of "**Term Out Date**" in Section 1.1 is amended by deleting the reference to "June 23, 2013" in the first line thereof and substituting "June 22, 2014" in its place;

(d) Schedule "A" is amended by deleting the original Schedule "A" attached to the Credit Agreement and substituting in its place the replacement Schedule "A" attached hereto as Exhibit "A".

3. <u>Conditions Precedent</u>

This Amending Agreement and the amendments contained in Section 2 hereof shall become effective at such time as the following conditions precedent have been met to the satisfaction of the Lender:

(a) the representations and warranties contained in the Credit Agreement are in all material respects complete, true and correct on the date hereof;

(b) as of the date hereof, there shall have occurred no change in the business, financial condition, operations or property of the Borrower or the Material Entities which could reasonably be expected to have a material adverse effect on the Borrower's ability to perform its obligations under the Credit Agreement;

(c) as of such time, there exists no Default or Event of Default;

(d) the Lender has received:

(i) payment of fees in the amount of 8 bps of the current Operating Facility Commitment of $55,000,000, in consideration of agreeing to extend its Commitment in respect of the Operating Facility, and

(ii) payment of fees in the amount of 13 bps of the Lender's increased Commitment amount of $15,000,000,

which fees shall in each case be deemed to be fully earned as of the date hereof;

(e) the Lender has received in form and substance satisfactory to the Lender the following:

(i) this Amending Agreement duly executed by the Borrower,

(ii) an acknowledgement and consent executed by each Guarantor,

(iii) a partnership search result in respect of the Borrower,

(iv) a certified copy of the resolutions of the General Partner with respect to the authorization, execution and delivery of this Amending Agreement by the Borrower,

(v) a favourable opinion of Borrower’s Counsel addressed to the Lender and Lender’s Counsel relating to the existence and capacity of the Borrower, the due authorization, execution and delivery of this Amending Agreement, and the enforceability of the Credit Agreement as amended by this Amending Agreement.

The terms and conditions of this Section 3 are inserted for the sole benefit of the Lender and may be waived by the Lender in whole or in part without terms and conditions.

4. <u>Certification</u>

The Borrower hereby certifies to and in favour of the Lender that, as of the date hereof:

(a) each of the representations and warranties made in the Credit Agreement and the other Credit Documents in respect of the Borrower and the Material Entities are complete, true and correct; and

(b) no Default or Event of Default has occurred which is continuing.

5. Ratification

Save and except as amended pursuant to the terms hereof, the Credit Agreement is hereby ratified and confirmed.

6. Enurement

This Amending Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

7. Counterpart Execution

This Amending Agreement may be executed in any number of counterparts in the original or by facsimile and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

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

BADGER DAYLIGHTING LIMITED PARTNERSHIP, by its general partner,
Badger Daylighting Ltd.

By: *(signed) "Greg Kelly"*
Name: Greg Kelly
Title: CFO and VP Finance

THE TORONTO-DOMINION BANK

By: *(signed) "Loretta Palandri"*
Name: Loretta Palandri
Title: Associate Vice President

By: *(signed) "Sam Eldiriny"*
Name: Sam Eldiriny
Title: Director

CONSENT AND AGREEMENT OF GUARANTORS:

Each of Badger Daylighting Ltd., Badger Daylighting Corp., Badger Daylighting USA, Inc., Badger Daylighting (Fort McMurray) Inc., Badger, LLC, Badger ULC and 1095909 Alberta Ltd., as guarantors pursuant to Subsidiary Guarantees of the Obligations of the Borrower to the Lender, hereby (i) consents and agrees to the terms of this Amending Agreement, (ii) acknowledges and confirms the representations and warranties applicable to it in the Credit Documents, (iii) acknowledges that its Guarantee and Security remain in full force and effect and unamended, and (iv) agrees to take all such actions as may be required of it to give effect to and cause the performance of the terms and conditions of this Amending Agreement.

Dated as of May 30, 2013.

BADGER DAYLIGHTING LTD.,
as a guarantor

By: *(signed) "Greg Kelly"*
Name: Greg Kelly
Title: CFO and VP Finance

BADGER DAYLIGHTING (FORT McMURRAY) INC.,
as a guarantor

By: *(signed) "Greg Kelly"*
Name: Greg Kelly
Title: CFO and Secretary

BADGER DAYLIGHTING CORP.,
as a guarantor

By: *(signed) "Greg Kelly"*
Name: Greg Kelly
Title: VP Finance

BADGER DAYLIGHTING USA, INC.,
as a guarantor

By: *(signed) "Greg Kelly"*
Name: Greg Kelly
Title: CFO

BADGER, LLC,
as a guarantor

By: *(signed) "Greg Kelly"*
Name: Greg Kelly
Title: CFO and VP Finance

BADGER ULC,
as a guarantor

By: *(signed) "Greg Kelly"*
Name: Greg Kelly
Title: CFO and VP Finance

1095909 ALBERTA LTD.,
as a guarantor

By: *(signed) "Greg Kelly"*
Name: Greg Kelly
Title: Secretary

EXHIBIT "A"

SCHEDULE "A"

CREDIT FACILITIES

(effective as of May 30, 2013; expressed in Cdn Dollars)

Name of Lender	Operating Facility Commitment
The Toronto-Dominion Bank	$70,000,000