FIRST AMENDING AGREEMENT

made among

BADGER DAYLIGHTING LIMITED PARTNERSHIP,
as Borrower

and

THE TORONTO-DOMINION BANK,
as sole Lender and Swingline Lender

and

THE TORONTO-DOMINION BANK,
as Administrative Agent

and

THE TORONTO-DOMINION BANK,
as Collateral Agent

DATED AS OF APRIL 30, 2014

THIS FIRST AMENDING AGREEMENT is made as of the 30th day of April, 2014

AMONG:

BADGER DAYLIGHTING LIMITED PARTNERSHIP,
as Borrower

- and -

THE TORONTO-DOMINION BANK,
as sole Lender and Swingline Lender

- and -

THE TORONTO-DOMINION BANK,
as Administrative Agent

- and -

THE TORONTO-DOMINION BANK,
as Collateral Agent

WHEREAS the Borrower, TD as the sole Lender and Swingline Lender, the Administrative Agent and the Collateral Agent are parties to the credit agreement dated as of January 24, 2014, providing for an extendible revolving credit facility (the "**Credit Agreement**");

AND WHEREAS the Borrower, TD as the sole Lender and Swingline Lender, the Administrative Agent and the Collateral Agent wish to amend the Credit Agreement as provided for in this First Amending Agreement;

AND WHEREAS the Credit Parties, TD as Lender, the Administrative Agent, the Collateral Agent and the Noteholders are parties to the Intercreditor Agreement, and pursuant to section 7.2 thereof, the "Credit Agreement Lenders" (as defined therein) may amend any term, condition, covenant or other provision of the Credit Agreement without requiring the consent of the Noteholders;

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 First Amending Agreement.

2. Amendment to Credit Agreement

The definition of "**Term Out Date**" in Section 1.1 of the Credit Agreement is amended by deleting the reference to "June 22, 2014" in the first line thereof and substituting "June 21, 2015" in its place.

3. **Conditions Precedent**

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 Administrative Agent, the Collateral Agent and 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 Restricted Subsidiaries 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 Administrative Agent has received for and on behalf of the Lender payment of fees in the amount of 6.5 bps of the current Revolving Facility Commitment of $75,000,000, in consideration of the Lender agreeing to extend its Commitment in respect of the Revolving Facility, which fees shall in each case be deemed to be fully earned as of the date hereof;

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

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

  (ii) an acknowledgement and consent executed by each Restricted Subsidiary, and

  (iii) a partnership search result in respect of the Borrower under the laws of the Province of Alberta.

The terms and conditions of this Section 3 are inserted for the sole benefit of the Administrative Agent, the Collateral Agent and the Lender and may be waived by the Administrative Agent acting upon the instructions of the Lender in whole or in part without terms and conditions.

4. **Certification**

The Borrower hereby certifies to and in favour of the Administrative Agent, the Collateral Agent and 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 Restricted Subsidiaries 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 or portable document format 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.

[Signature Page Follows]

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,
as Lender and as Swingline Lender

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

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

THE TORONTO-DOMINION BANK,
as Administrative Agent

By: *(signed) "Michael A. Freeman"*
Name: Michael A. Freeman
Title: Vice President,
Loan Syndications - Agency

THE TORONTO-DOMINION BANK,
as Collateral Agent

By: *(signed) "Michael A. Freeman"*
Name: Michael A. Freeman
Title: Vice President,
Loan Syndications - Agency

CONSENT AND AGREEMENT OF RESTRICTED SUBSIDIARIES:

Each of Badger Daylighting Ltd., Badger Daylighting Corp., Badger Daylighting USA, Inc., Badger Daylighting (Fort McMurray) Inc., Badger, LLC, Badger ULC and Fieldtek Ltd., as guarantors pursuant to Guarantees of the Credit Obligations of the Borrower, 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 April 30, 2014.

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

FIELDTEK LTD.,
as a guarantor

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