Redacted Copy

FIFTH AMENDED AND RESTATED CREDIT AGREEMENT

Dated as of June 30, 2026

among

GIBSON ENERGY INC.,
as the Primary Borrower,

\- and -

THOSE CERTAIN SUBSIDIARIES
WHICH FROM TIME TO TIME BECOME BORROWERS
UNDER THIS AGREEMENT

\- and -

ROYAL BANK OF CANADA,
BANK OF MONTREAL,
THE BANK OF NOVA SCOTIA,
NATIONAL BANK OF CANADA,
THE TORONTO-DOMINION BANK,
CANADIAN IMPERIAL BANK OF COMMERCE,
ATB FINANCIAL,
BANK OF AMERICA, N.A., CANADA BRANCH,
JPMORGAN CHASE BANK, N.A., TORONTO BRANCH,
AND THOSE OTHER FINANCIAL INSTITUTIONS
WHICH HEREAFTER BECOME LENDERS
UNDER THIS AGREEMENT,
as Lenders

\- and -

ROYAL BANK OF CANADA,
as Administrative Agent

\- and with –

ROYAL BANK OF CANADA AND BMO CAPITAL MARKETS,
as Joint Lead Arrangers

\- and -

RBC CAPITAL MARKETS AND BMO CAPITAL MARKETS,
as Joint Bookrunners

\- and -

BANK OF MONTREAL,
as Syndication Agent

\- and -

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, NATIONAL BANK OF CANADA,
THE BANK OF NOVA SCOTIA, THE TORONTO-DOMINION BANK. CANADIAN IMPERIAL
BANK OF COMMERCE and ATB FINANCIAL
as Co-Documentation Agents

EXHIBITS

Form of:

A-1	Committed Loan Notice
A-2	Request for L/C Credit Extension
B	Swing Line Loan Notice
C	Compliance Certificate
D	Assignment and Assumption
E	Joinder Agreement

FIFTH AMENDED AND RESTATED CREDIT AGREEMENT

THIS AGREEMENT is made as of June 30, 2026,

AMONG:

GIBSON ENERGY INC., a corporation subsisting under the laws of Alberta, as the Primary Borrower

- and -

THE PERSONS PARTY HERETO, in their capacities as Lenders

- and -

ROYAL BANK OF CANADA, a Canadian chartered bank, as Administrative Agent

WHEREAS pursuant to the Existing Credit Agreement the Lenders agreed with the Primary Borrower to establish certain credit facilities in favour of the Primary Borrower on the terms and conditions set forth therein and the Administrative Agent agreed to act as Administrative Agent (as defined in the Existing Credit Agreement);

AND WHEREAS the Primary Borrower has requested the Lenders, and the Lenders have agreed, to amend and restate the Existing Credit Agreement on the terms and conditions set forth in this Agreement;

AND WHEREAS the Lenders wish the Administrative Agent to continue to act on their behalf with regard to certain matters contemplated hereby.

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

ARTICLE I
DEFINITIONS AND ACCOUNTING TERMS

1.01 Defined Terms.

As used in this Agreement, the following terms shall have the meanings set forth below:

"***2023 Hybrid Notes***" means the 8.70% fixed-to-fixed rate subordinated notes series 2023-A in the aggregate principal amount of $200,000,000 due July 12, 2083 and issued by the Primary Borrower under the note indenture dated as of September 17, 2019 between the Primary Borrower, certain subsidiaries of the Primary Borrower party thereto and Computershare Trust Company of Canada, as trustee, as supplemented and amended from time to time.

"***Additional Lender***" has the meaning specified in Section 2.14(f).

"***Additional Tranche***" has the meaning specified in Section 2.14(b).

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

"***Adjusted Term CORRA***" means, for purposes of any calculation, the rate *per annum* equal to (a) Term CORRA for such calculation plus (b) the CORRA Adjustment; provided that if the Interest Period with respect to the applicable Term CORRA Loan is a CORRA Non-Standard Interest Period, then Adjusted Term CORRA shall be the CORRA Interpolated Rate; and provided further that, if Adjusted Term CORRA as so determined for any day shall be less than the Floor, then Adjusted Term CORRA shall be deemed to be the Floor for such day.

"***Administrative Agent***" means RBC in its capacity as administrative agent under any of the Loan Documents, or any successor administrative agent appointed from time to time as permitted by the terms hereof.

"***Administrative Agent's Office***" means the Administrative Agent's address and, as appropriate, account as set forth on Schedule III, or such other address or account as the Administrative Agent may from time to time notify the Primary Borrower and the Lenders.

"***Affected Financial Institution***" means (a) any EEA Financial Institution or (b) any UK Financial Institution.

"***Affiliate***" means, with respect to any 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; "***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 meanings correlative thereto.

"***Agent-Related Persons***" means the Administrative Agent, together with its Related Parties.

"***Aggregate Commitments***" means the Revolving Credit Commitments of all the Lenders.

"***Agreement***" means this credit agreement as same may be amended, restated, supplemented or otherwise modified from time to time.

"***Amendment and Restatement Date***" means, subject to the satisfaction or waiver of all conditions precedent set forth in Section 4.01 on such date, the date hereof or such later date (i) as all conditions precedent set forth in Section 4.01 are satisfied or waived or (ii) as may be agreed upon in writing between the Primary Borrower and the Lenders.

"***AML Legislation***" has the meaning specified in Section 11.26.

"***Applicable Rate***" means, at any time, the percentage *per annum* equal to the rate set out below at the Level applicable at such time:

Pricing Grid				
Level	**Rating (S&P/Moody's/DBRS)**	**Canadian Prime Rate Loans Margin / U.S. Base Rate Loans Margin**	**CORRA Loans Margin / SOFR Loans Margin / Financial Letters of Credit Fees**	**Standby Fee**
I	A-/A3/A(low) or better	[redacted]	[redacted]	[redacted]
II	BBB+/Baa1/ BBB(high)	[redacted]	[redacted]	[redacted]
III	BBB/Baa2/ BBB	[redacted]	[redacted]	[redacted]
IV	BBB-/Baa3/ BBB(low)	[redacted]	[redacted]	[redacted]
V	BB+/Ba1/BB(high)	[redacted]	[redacted]	[redacted]
VI	BB/Ba2/BB	[redacted]	[redacted]	[redacted]
VII	BB-/Ba3/ BB(low) or lower (or Unrated)	[redacted]	[redacted]	[redacted]

provided that:

(a) the above rates are expressed as percentages *per annum* on the basis of a year of three hundred and sixty five (365) days, except that the above rates *per annum* applicable to SOFR Loans are expressed on the basis of a year of three hundred and sixty (360) days;

(b) if at any time the Primary Borrower has three Ratings and the Rating assigned by any one Rating Agency is lower than the Rating assigned by the other two Rating Agencies, then such lowest Rating (the "***Disregarded Rating***") shall be disregarded for the purposes of this definition; provided that if the Rating assigned by any two Rating Agencies are the same and are lower than the Rating assigned by the third Rating Agency, then only one of the two lowest Ratings shall be treated as the Disregarded Rating;

(c) if at any time the Primary Borrower has either (i) two Ratings, or (ii) three Ratings but one is a Disregarded Rating, and the Rating assigned by one Rating Agency differs from the Rating assigned by the other Rating Agency by only one rating subcategory, then the Applicable Rate shall be the rate *per annum* set forth opposite the higher of the two Ratings;

(d) if at any time the Primary Borrower has either (i) two Ratings, or (ii) three Ratings but one is a Disregarded Rating, and the Rating assigned by one Rating Agency differs from the Rating assigned by the other Rating Agency by two or more rating subcategories, then the

Applicable Rate shall be the average of the applicable rates *per annum* set forth opposite those two Ratings;

(e) "***Unrated***" means that the Primary Borrower ceases to have a Rating from any of Moody's, S&P or DBRS;

(f) the pricing quoted above will apply for Financial Letters of Credit; and Letters of Credit which are not Financial Letters of Credit will be issued at [redacted]% of the pricing quoted above for Financial Letters of Credit; and

(g) any increase or decrease in the Applicable Rate resulting from a change in the Rating shall become effective as of the first Business Day immediately following the date that the Rating changes.

"***Appropriate Lender***" means, at any time:

(a) with respect to the Revolving Credit Facility, a Lender that has a Revolving Credit Commitment or holds a Revolving Credit Loan at such time;

(b) with respect to an Additional Tranche of the Revolving Credit Facility, a Lender that has granted a Commitment Increase in respect thereof;

(c) with respect to the Letter of Credit Sublimit, (i) each L/C Issuer and (ii) if any Letters of Credit have been issued pursuant to Section 2.03(a), the Lenders; and

(d) with respect to the Swing Line Facility, (i) each Swing Line Lender and (ii) if any Swing Line Loans are outstanding pursuant to Section 2.04(a), the Lenders.

"***Approved Domestic Bank***" has the meaning specified in clause (b) of the definition of "Cash Equivalents."

"***Arrangers***" means each of RBC and BMO, in their respective capacities as joint lead arrangers.

"***Assignment and Assumption***" means an Assignment and Assumption substantially in the form of Exhibit D.

"***Attributable Indebtedness***" means, on any date, in respect of any Capitalized Lease of any Person, the capitalized amount thereof that would appear on a balance sheet of such Person prepared as of such date in accordance with GAAP.

"***Audited Financial Statements***" means the audited consolidated balance sheet of the Primary Borrower and its Subsidiaries for their most recent fiscal year and the related consolidated statements of operations, equity and cash flows for such fiscal year, including the notes thereto.

"***Auto-Renewal Letter of Credit***" has the meaning specified in Section 2.03(b)(iii).

"***Available Tenor***" means, as of any date of determination and with respect to any then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark pursuant to this Agreement, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of "Interest Period" pursuant to Section 2.19(d)(iv).

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

"***Bail-In Legislation***" means, (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation, rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule and (b) with respect to the United Kingdom, Part I of the United Kingdom *Banking Act 2009* (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their Affiliates (other than through liquidation, administration or other insolvency proceedings).

"***Bank Act (Canada)***" means the *Bank Act*, S.C. 1991, c. 46 including the regulations made and, from time to time, in force under that Act.

"***Benchmark***" means, initially, (a) in respect of any SOFR Loan, the Term SOFR Reference Rate, (b) in respect of any Term CORRA Loan, the Term CORRA Reference Rate and (c) in respect of any Daily Compounded CORRA Loan, CORRA; provided in each case that if a Benchmark Transition Event has occurred with respect to any then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.19(d)(i).

"***Benchmark Loan***" means (a) any SOFR Loan or (b) any CORRA Loan, as the context requires.

"***Benchmark Replacement***" means, with respect to any Benchmark Transition Event for any then current Benchmark, the first alternative set forth in the order below that can be determined by the Administrative Agent for the applicable Benchmark Replacement Date:

(a) with respect to obligations, interest, fees, commissions or other amounts calculated with respect to the Term SOFR Reference Rate (or any Benchmark replacing the Term SOFR Reference Rate):

(i) Daily Simple SOFR; or

(ii) the sum of: (A) the alternate benchmark rate that has been selected by the Administrative Agent and the Primary Borrower giving due consideration to (I) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (II) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for U.S. Dollar-denominated syndicated credit facilities at such time and (B) the related Benchmark Replacement Adjustment;

(b) with respect to obligations, interest, fees, commissions or other amounts calculated with respect to the Term CORRA Reference Rate (or any Benchmark replacing the Term CORRA Reference Rate);

(i) Adjusted Daily Compounded CORRA; or

(ii) the sum of: (A) the alternate benchmark rate that has been selected by the Administrative Agent and the Primary Borrower giving due consideration to (I) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (II) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Canadian Dollar-denominated syndicated credit facilities and (B) the related Benchmark Replacement Adjustment; and

(c) with respect to obligations, interest, fees, commissions or other amounts calculated with respect to CORRA (or any Benchmark replacing CORRA), the sum of: (i) the alternate benchmark rate that has been selected by the Administrative Agent and the Primary Borrower giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Canadian Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment,

provided that, if the Benchmark Replacement as so determined above for any day would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for such day.

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

"***Benchmark Replacement Date***" means, a date and time determined by the Administrative Agent, which date shall be no later than the earlier to occur of the following events with respect to any then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of "Benchmark Transition Event," the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof); or

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

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

"***Benchmark Transition Event***" means the occurrence of one or more of the following events with respect to any then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such administrator has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof);

(b) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof), the Federal Reserve Board, the Federal Reserve Bank of New York, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Benchmark (or such component), a resolution authority with jurisdiction over the administrator for such Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark (or such component), in each case, which states that the administrator of such Benchmark (or such component) has ceased or will cease to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide such Benchmark (or such component thereof) or, if such Benchmark is a term rate, any Available Tenor of such Benchmark (or such component thereof); or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that such Benchmark (or such component thereof) or, if such Benchmark is a term rate, all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

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

"***Benchmark Unavailability Period***" means, with respect to any Benchmark, the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 2.19(d) and (b) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any other Loan Document in accordance with Section 2.19(d).

"***Bilateral Facility***" means any bilateral credit facility entered into between any financial institution and any Borrower and/or any Guarantor for the purpose of issuing letters of credit and/or obtaining other borrowings; provided that such financial institution was a Lender at the time it entered into such bilateral credit facility.

"***Bilateral Facility Agreement***" means any loan agreement, facility letter or credit agreement documenting and evidencing the terms of a Bilateral Facility.

"***Bilateral Facility Lender***" means any lender under a Bilateral Facility.

"***BMO***" means Bank of Montreal and its successors and assigns.

"***Borrower***" means, individually, the Primary Borrower and any Subsidiary of the Primary Borrower that is designated by the Primary Borrower as a "Borrower" hereunder pursuant to Section 2.20(a), and "**Borrowers**" means the Primary Borrower and each such Subsidiary, collectively.

"***Borrower Joinder***" has the meaning specified in Section 2.20(a)(ix)(A).

"***Borrower Materials***" has the meaning specified in Section 6.02.

"***Borrowing***" means a Revolving Credit Borrowing or a Swing Line Borrowing, as the context may require, and for certainty excludes a Rollover or Conversion.

"***Business Day***" means any day other than a Saturday or a Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in Calgary or Toronto, or, for transactions involving U.S. Dollars, New York; provided, that, (a) when used in connection with a SOFR Loan, or any other calculation or determination involving SOFR, the term "Business Day" means any day that is also a U.S. Government Securities Business Day and (b) when used in any calculation or determination involving a CORRA Loan, the term "Business Day" means any day other than a Saturday or a Sunday or a legal holiday on which commercial banks are authorized or required by law to be closed for business in Toronto.

"***Canadian Dollar Equivalent***" means, at any time, with respect to any amount denominated in U.S. Dollars or any other currency, the equivalent thereof in Canadian Dollars as determined by the Administrative Agent or the applicable L/C Issuer, as the case may be, at such time on the basis of the spot rate for the purchase of Canadian Dollars with such U.S. Dollars or any such other currency (determined in accordance with Section 1.08).

"***Canadian Dollars***", "***Cdn. $***" and "***$***" means Canadian dollars, the lawful currency of Canada.

"***Canadian Prime Rate***" means, on any day, the greater of:

(a) the annual rate of interest announced from time to time by the Administrative Agent as being its reference rate then in effect on such day for determining interest rates on Canadian Dollar denominated commercial loans made by it in Canada; and

(b) Adjusted Term CORRA for a one-month tenor in effect for such day plus [redacted] basis points *per annum*, and provided that (i) if both such rates are equal or if such one month Adjusted Term CORRA is unavailable for any reason on any date of determination, then the Canadian Prime Rate shall be the rate specified in (a) above, and (ii) if the Canadian Prime Rate as so determined for any day would be less than the Floor, the Canadian Prime Rate will be deemed to be the Floor for such day. The Canadian Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. Any change in the Canadian Prime Rate determined by the Administrative Agent shall be effective on the date the change becomes effective generally.

"***Canadian Prime Rate Loan***" means any Loan denominated in Canadian Dollars bearing interest computed by reference to the Canadian Prime Rate.

"***Capital Adequacy Guidelines***" means the capital adequacy guidelines from time to time issued by the Office of the Superintendent of Financial Institutions Canada or any other Governmental Authority regulating or having jurisdiction with respect to any Lender, as amended, modified, supplemented, reissued or replaced from time to time.

"***Capitalization***" means, on the date of determination, the sum of, without duplication, (a) Consolidated Net Debt, plus (b) Convertible Debentures, Hybrid Debt Securities, Junior Debt Securities and Subordinated Debt, plus (c) consolidated shareholders' equity of the Primary Borrower as determined in accordance with GAAP and by reference to the latest consolidated financial statements of the Primary Borrower, plus (d) an amount equal to $553,000,000, plus (e) any future write-downs of goodwill which are attributable to the Consolidated Parties' Moose Jaw facility (provided that the maximum add back of all write-downs related thereto shall not exceed $89,000,000), plus (f) the Consolidated Parties' Canadian wholesale marketing business (provided that the maximum add back of all write-downs related thereto shall not exceed $44,000,000).

"***Capitalized Leases***" means all leases that have been or are required to be, in accordance with GAAP, recorded as capitalized leases or finance leases; provided however that the Primary Borrower may exclude a present or future lease to the extent that it would not have been characterized as a Capitalized Lease in accordance with GAAP as in effect on December 31, 2017.

"***Cash Collateral Account***" means a blocked, non-interest bearing deposit account at the Administrative Agent (or another commercial bank reasonably acceptable to the Administrative Agent) in the name of the Administrative Agent and under the sole dominion and control of the Administrative Agent, and otherwise established in a manner reasonably satisfactory to the Administrative Agent.

"***Cash Collateralize***" means to pledge and deposit with or deliver to the Administrative Agent, for the benefit of the Administrative Agent, L/C Issuer or Swing Line Lender (as applicable) and the Lenders, as collateral for L/C Obligations, Obligations in respect of Swing Line Loans, or obligations of Lenders to fund participations in respect of either thereof (as the context may require), cash or deposit account balances or, if the Administrative Agent, the L/C Issuer or Swing Line Lender benefiting from such collateral shall agree in its sole discretion, other credit support, in each case pursuant to documentation in form and substance satisfactory to (a) the Administrative Agent and (b) the L/C Issuer or the Swing Line Lender, as applicable (which documents are hereby consented to by the Lenders) and "***Cash Collateralized***" and "***Cash Collateralization***" have similar meanings. "***Cash Collateral***" shall have a meaning correlative to the foregoing and shall include the proceeds of such cash collateral and other credit support.

"***Cash Equivalents***" means any of the following types of investments, to the extent owned by any Consolidated Party:

(a) readily marketable obligations issued or directly and fully guaranteed or insured by the United States or Canada or any agency or instrumentality thereof having maturities of not more than twenty four months from the date of acquisition thereof; provided, that the full faith and credit of the United States or Canada is pledged in support thereof;

(b) time deposits with, or insured certificates of deposit of, any commercial bank or other financial institution that (i) (A) is a Lender or (B) is organized (x) under the laws of the United States, any state thereof or the District of Columbia or is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia, and is a member of the Federal Reserve System or (y) under the laws of Canada or a province thereof, (ii) (A) issues (or the parent of which issues) commercial paper rated at least P-2 (or the then equivalent grade) by Moody's or at least "A-2" (or the then equivalent grade by S&P) or (B) is referred to in Schedule I or Schedule II of the *Bank Act* (Canada) or rated at least R-2 or the equivalent thereof by DBRS, and (iii) has combined capital and surplus of at least $250,000,000 (any such bank being an "***Approved Domestic Bank***"), in each case with maturities of not more than three hundred and sixty (360) days from the date of acquisition thereof;

(c) commercial paper and variable or fixed rate notes issued by an Approved Domestic Bank (or by the parent company thereof) or any variable rate note issued by, or guaranteed by a domestic corporation rated A-2 (or the equivalent thereof) or better by S&P or P-2 (or the equivalent thereof) or better by Moody's or with respect to Canadian commercial paper, having one of the two highest ratings obtainable from DBRS, in each case with maturities of not more than three hundred and sixty five (365) days from the date of acquisition thereof;

(d) marketable short-term money market and similar funds (including such funds investing a portion of their assets in municipal securities) having a rating of at least P-2 or A-2 from either Moody's or S&P, respectively, or rated at least R-2 or the equivalent thereof by DBRS (or, if at any time neither Moody's nor S&P nor DBRS shall be rating such obligations, an equivalent rating from another nationally recognized statistical rating agency selected by the Primary Borrower);

(e) repurchase agreements entered into by any Person with a financial institution or trust company (including any of the Lenders) or recognized securities dealer having capital and surplus in excess of $250,000,000 for direct obligations issued by or fully guaranteed or insured by the United States government or any agency or instrumentality of the United States in which such Person shall have a perfected first priority security interest (subject to no other Liens) and having, on the date of purchase thereof, a fair market value of at least 100% of the amount of the repurchase obligations;

(f) investments, classified in accordance with GAAP as current assets of any Borrower or any Restricted Subsidiaries, in money market investment programs registered under the Investment Company Act of 1940, which are administered by financial institutions having capital of at least $250,000,000, and the portfolios of which are limited such that at least 95% of such investments are of the character, quality and maturity described in clauses (a) through (e) of this definition; and

(g) investment funds investing at least 95% of their assets in securities of the types (including as to credit quality and maturity) described in clauses (a) through (f) of this definition.

"***Cash Management Agreement***" means any agreement to provide facilities or services related to cash management, including treasury, depository, overdraft, credit or debit card, purchase card, electronic funds transfer, wire transfer, spot foreign exchange transaction, cash pooling and other cash management arrangements and commercial credit card and merchant card services to any Consolidated Party.

"***Cash Management Bank***" means any Person that (a) at the time it enters into a Cash Management Agreement, is a Lender or an Affiliate of a Lender, or (b) as of the Amendment and Restatement Date, is a Lender or an Affiliate of a Lender and a party to a Cash Management Agreement, in each case, in its capacity as a party to such Cash Management Agreement.

"***CERCLA***" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980.

"***CERCLIS***" means the Comprehensive Environmental Response, Compensation and Liability Information System maintained by the U.S. Environmental Protection Agency.

"***Change of Control***" means any circumstances arising after the date hereof in which a Person or combination of Persons acting jointly or in concert (within the meaning of the *Securities Act* (Alberta)) acquires Equity Interests of the Primary Borrower which, together with all other Equity Interests of the Primary Borrower held by such Persons, constitute in the aggregate more than 50% of all outstanding Equity Interests of the Primary Borrower.

"***Change of Control Notification Date***" means the earlier of (a) the occurrence of a Change of Control and (b) public notice of the occurrence of (i) a Change of Control or (ii) the Primary Borrower's entering into any binding agreement to effect a Change of Control.

"***Change of Control Triggering Event***" means the occurrence of any of the following:

(a) if the Primary Borrower does not have an Investment Grade Rating immediately before the Change of Control Notification Date, the occurrence of a Change of Control;

(b) if the Primary Borrower has an Investment Grade Rating immediately before the Change of Control Notification Date, the occurrence of both a Change of Control and a Rating Event; or

(c) the occurrence of any Change of Control Triggering Event (or equivalent) as defined in any note indenture entered into by the Primary Borrower (including the note indenture relating to the 2023 Hybrid Notes) or, in any case, any supplement relating thereto.

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

"***Commitment Increase***" has the meaning specified in <u>Section 2.14(a)</u>.

"***Committed Loan Notice***" means a notice of (a) a Revolving Credit Borrowing, (b) a Conversion of Loans from one Type to the other, or (c) a Rollover of SOFR Loans or CORRA Loans, pursuant to <u>Section 2.02(a)</u>, which, if in writing, shall be substantially in the form of <u>Exhibit A-1</u>.

"***Commodity Exchange Act***" means the Commodity Exchange Act (7 U.S.C. § 1 et seq.), as amended from time to time, and any successor statute.

"***Communications***" means, collectively, any notice, demand, communication, information, document or other material provided by or on behalf of any Consolidated Party pursuant to any Loan Document or the transactions contemplated therein that is distributed to the Administrative Agent or any Lender by means of electronic communications pursuant to this Agreement, including through the Platform.

"***Compliance Certificate***" means a certificate substantially in the form of Exhibit C.

"***Conforming Changes***" means, with respect to either the use or administration of any Benchmark (or any interest rate based upon a Benchmark), or the use, administration, adoption or implementation of any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definitions of "Canadian Prime Rate", "U.S. Base Rate," "Business Day," "U.S. Government Securities Business Day," "Interest Period", "Interest Payment Date" or any similar or analogous definition in respect of the foregoing, the timing and frequency of determining rates and making payments of interest, the timing of Committed Loan Notices, the applicability and length of lookback periods, the applicability of breakage provisions and other technical, administrative or operational matters) that the Administrative Agent decides, acting reasonably, may be appropriate to reflect the adoption and implementation of any such rate or to permit the use and administration thereof by the Administrative Agent in a manner substantially consistent with market practice (or, if the Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Administrative Agent determines that no market practice for the administration of any such rate exists, in such other manner of administration as the Administrative Agent decides, acting reasonably, is necessary in connection with the administration of this Agreement and the other Loan Documents).

"***Consolidated Amortization Expense***" for the Primary Borrower and any period means the amortization expense of the Primary Borrower for such period, determined on a consolidated basis in accordance with GAAP.

"***Consolidated Depreciation and Accretion Expense***" for the Primary Borrower and any period means the depreciation and accretion expense of the Primary Borrower for such period, determined on a consolidated basis in accordance with GAAP.

"***Consolidated EBITDA***" for the Primary Borrower and any period means, without duplication, the net income (or net loss) of the Primary Borrower determined on a consolidated basis in accordance with GAAP for such period, plus the following in each case determined on a consolidated basis in accordance with GAAP and to the extent deducted in determining such net income (or net loss):

(a) Consolidated Income Tax Expense;

(b) Consolidated Amortization Expense;

(c) Consolidated Depreciation and Accretion Expense;

(d) Consolidated Interest Expense;

(e) the aggregate amount of all other non-cash charges, expenses or losses that reduce such net income (including the impact of purchase accounting, including, but not limited to, the amortization of inventory step-up);

(f) any reasonable expenses or charges incurred in connection with any equity offering or debt issuances (in each case whether or not consummated);

(g) any losses on disposal of discontinued operations;

(h) extraordinary, unusual or non-recurring charges, expenses or losses (including accruals and payments for amounts payable under executive employment agreements and losses on dispositions of property outside the ordinary course of business);

(i) unrealized losses due solely to fluctuations in currency values on Indebtedness;

(j) non-cash losses attributable to movement in the mark-to-market valuation of Obligations under Swap Contracts;

(k) any non-cash compensation charge or expense recorded from grants of stock appreciation or similar rights, stock options, restricted stock or other rights;

(l) any impairment charge or asset write-off or write-down;

(m) proceeds from business interruption insurance (to the extent not reflected as revenue or income in net income and to the extent that the related loss was deducted in the determination of income);

(n) any accretion of asset retirement obligations during such period;

(o) any net loss attributable to minority interests (which, for clarity, are held by Person(s) other than a Consolidated Party);

(p) any interest expenses on Hybrid Debt Securities, Junior Debt Securities, Subordinated Debt or Convertible Debentures;

<u>minus</u> each of the following to the extent included in determining net income:

(i) the aggregate amount of all non-cash gains that increase such net income;

(ii) any net income attributable to minority interests (which, for clarity, are held by Person(s) other than a Consolidated Party);

(iii) non-cash gains attributable to movement in the mark-to-market valuation of obligations under Swap Contracts;

(iv) unrealized gains due solely to fluctuations in currency values on Indebtedness; and

(v) any extraordinary, unusual or non-recurring gain realized by the Consolidated Parties during such period.

Notwithstanding anything to the contrary herein, Consolidated EBITDA shall be calculated on a *Pro Forma* Basis with respect to each Material Acquisition or Material Disposition which is completed during the applicable four quarter period to which such calculation relates.

"***Consolidated Income Tax Expense***" for the Primary Borrower and any period means the provision for income taxes of the Primary Borrower, determined on a consolidated basis in accordance with GAAP.

"***Consolidated Interest Expense***" for the Primary Borrower and any period means the sum, without duplication, of the total interest expense of the Primary Borrower for such period, determined on a consolidated basis in accordance with GAAP and including, without duplication:

(a) imputed interest on Attributable Indebtedness;

(b) commissions, discounts and other fees and charges owed with respect to letters of credit securing financial obligations and receivables financings;

(c) the net costs or credits associated with Obligations under Guaranteed Hedge Agreements related to interest rates;

(d) capitalized interest; and

(e) all interest on any Indebtedness described in clause (e) or (g) of the definition of "Indebtedness"; provided that in the case of clause (g) of the definition of "Indebtedness", for the purposes of this definition such interest is to be included only to the extent actually paid.

For the purposes hereof, Consolidated Interest Expense shall not include (a) non-cash interest expense, (b) prepayment premiums, (c) amortization or accretion (calculated in accordance with GAAP) of debt issuance costs and other financing fees and expenses, or (d) interest related to Hybrid Debt Securities, Junior Debt Securities, Subordinated Debt or Convertible Debentures. Notwithstanding anything to the contrary herein, Consolidated Interest Expense shall be calculated on a *Pro Forma* Basis with respect to each Material Acquisition or Material Disposition which is completed during the applicable four quarter period to which such calculation relates.

"***Consolidated Net Debt to Capitalization Ratio***" means the ratio of, in each case as of the end of any fiscal quarter of the Primary Borrower, (i) Consolidated Net Debt on such date, to (ii) Capitalization on such date.

"***Consolidated Net Debt***" means all Indebtedness of the type described in clauses (a), (b)(i) and (f) of the definition of "Indebtedness" (net of the effect of all Swap Contracts relating to any foreign exchange hedges on any such Indebtedness) and any Guarantee of the foregoing types of Indebtedness, of the Primary Borrower on a consolidated basis, in an amount that would be reflected on a balance sheet prepared as of such date on a consolidated basis in accordance with GAAP (but (a) excluding the effects of any discounting of Indebtedness resulting from the application of purchase accounting in connection with any acquisition which is not prohibited under this Agreement and (b) any Indebtedness that is issued at a discount to its initial principal amount shall be calculated based on the entire principal amount thereof), minus: (i) unrestricted cash and Cash Equivalents of the Consolidated Parties, (ii) cash and Cash Equivalents restricted in favour of the Administrative Agent and the Lenders, (iii) obligations in respect of letters of credit (including Letters of Credit), except to the extent of any amounts that are drawn and not reimbursed thereunder, and (iv) any such Indebtedness in the form of Convertible Debentures, Hybrid Debt Securities, Junior Debt Securities or Subordinated Debt.

"***Consolidated Parties***" means, collectively, the Primary Borrower and its Subsidiaries; and "***Consolidated Party***" means any one of them.

"***Contractual Obligation***" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"***Conversion***" means in relation to a Loan, a conversion of a Loan into another Type of Loan made pursuant to the Agreement, and "***Convert***" and "***Converted***" each have a similar meaning.

"***Convertible Debentures***" means any convertible subordinated debentures or notes issued (or assumed) by a Loan Party which have all of the following characteristics:

(a) an initial final maturity or due date in respect of repayment of principal extending beyond the latest Maturity Date of any Lender under this Agreement then in effect at the time such debentures or notes are created, incurred, assumed or guaranteed;

(b) no scheduled or mandatory payment or repurchase of principal thereunder (other than acceleration following an event of default in regard thereto or payments which can be satisfied by the delivery of Equity Interests of the Primary Borrower as contemplated in clause (f) below and other than on a change of control of the Primary Borrower where a Change of Control also occurs by reason of the definition thereof in this Agreement) prior to the latest Maturity Date in effect at the time such debentures or notes are created, incurred, assumed or guaranteed;

(c) upon and during the continuance of a Default or Event of Default or acceleration of the time for repayment of any of the Obligations which has not been rescinded, (i) all amounts payable in respect of principal, premium (if any) or interest under such debentures or notes are subordinate and junior in right of payment to all such Obligations and (ii) no enforcement steps or enforcement proceedings may be commenced in respect of such debentures or notes;

(d) upon distribution of the assets of the applicable Loan Party on any dissolution, winding up, total liquidation or reorganization of applicable Loan Party (whether in bankruptcy, insolvency or receivership proceedings or upon an assignment for the benefit of creditors or any other marshalling of the assets and liabilities of such Person, or otherwise), all Obligations shall first be paid in full, or provisions made for such payment, before any payment is made on account of principal, premium (if any) or interest payable in regard to such debentures or notes;

(e) the occurrence of a Default or Event of Default hereunder or the acceleration of the time for repayment of any of the Obligations or enforcement of the rights and remedies of the Administrative Agent and the Lenders hereunder or under any other Loan Document shall not in and of themselves:

(i) cause a default or event of default (with the passage of time or otherwise) under such debentures or notes or the indenture governing the same; or

(ii) cause or permit the obligations under such debentures or notes to be due and payable prior to the stated maturity thereof;

provided, however, that, notwithstanding the foregoing provisions of subparagraph (e) (but, for certainty, without limiting or affecting in any manner whatsoever the other provisions of this definition), such debentures or notes and the indenture or agreement governing the same may provide that an event of default under another indenture, agreement or instrument evidencing Indebtedness for borrowed money of a Loan Party which has resulted in (A) Indebtedness for borrowed money thereunder in excess of $[redacted] being accelerated, and (B) the holders of such Indebtedness being entitled to commence, and such holders having commenced, the enforcement of the security they hold for such Indebtedness (if any) or the exercise of any other creditors' remedies to collect such Indebtedness, may constitute an "event of default" under and as defined in such debentures or notes and the indenture or agreement governing the same; and

(f) except during a default or an event of default under and as defined in the indenture or agreement governing such debentures or notes, payments of interest or principal due and payable under such debentures or notes can be satisfied, at the option of the applicable Loan Party, by delivering Equity Interests of the Primary Borrower in accordance with the indenture or agreement governing such debentures or notes (whether such Equity Interests of the Primary Borrower are received by the holders of such debentures or notes as payment or are sold by a trustee or representative under such indenture or agreement to provide cash for payment to holders of such debentures or notes).

"***CORRA***" means the Canadian Overnight Repo Rate Average administered and published by the CORRA Administrator.

"***CORRA Adjustment***" means [redacted]% ([redacted] basis points) for an Available Tenor of one-month's duration, and [redacted]% ([redacted] basis points) for an Available Tenor of three-months' duration.

"***CORRA Administrator***" means the Bank of Canada, or any successor administrator of the Canadian Overnight Repo Rate Average.

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

"***CORRA Loans***" means, collectively, Term CORRA Loans and Daily Compounded CORRA Loans, and "***CORRA Loan***" means any one of them as the context requires.

"***CORRA Non-Standard Interest Period***" means, with respect to a Term CORRA Loan, an Interest Period which is for a term other than one or three months.

"***CPA***" means CPA Canada or any successor thereto of its principal functions.

"***Credit Extension***" means each of the following: (a) a Borrowing and (b) an L/C Credit Extension.

"***CSA***" means the Canadian Securities Administrators, or any Governmental Authority succeeding to any of its principal functions.

"***Daily Compounded CORRA***" means, for any day, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback of five (5) Business Days, without observational shift) being established by the Administrative Agent in consultation with the Primary Borrower in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded

CORRA for business loans; provided that if the Administrative Agent decides that any such methodology or convention is not administratively feasible for the Administrative Agent, then the Administrative Agent may establish another methodology or convention in its discretion, acting reasonably; and provided that if the CORRA Administrator has not provided or published CORRA and a Benchmark Replacement Date with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

"***Daily Compounded CORRA Loan***" means a Loan that bears interest at a rate based on Adjusted Daily Compounded CORRA, provided that if a Benchmark Transition Event has occurred with respect to the Daily Compounded CORRA or the then current Benchmark Replacement thereof, then "Daily Compounded CORRA Loan" means any loan made with reference to the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.19(d).

"***Daily Simple SOFR***" means, for any day (a "***SOFR Rate Day***"), a rate *per annum* equal to SOFR for the day (such day, the "***SOFR Determination Day***"), that is five (5) U.S. Government Securities Business Days prior to (a) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (b) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator's Website; provided, however, that if as of 5:00 p.m. (New York City time) on any SOFR Determination Day, Daily Simple SOFR for the applicable tenor has not been published by the SOFR Administrator and a Benchmark Replacement Date with respect to Daily Simple SOFR has not occurred, then Daily Simple SOFR will be Daily Simple SOFR as published by the SOFR Administrator on the first preceding U.S. Government Securities Business Day for which Daily Simple SOFR was published by the SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such SOFR Determination Day; provided that, if Daily Simple SOFR as so determined shall be less than the Floor on any day, then Daily Simple SOFR shall be deemed to be the Floor for such day.

"***DBRS***" means Morningstar DBRS, a division of DBRS Inc., its Affiliates and any successors thereto.

"***Debtor Relief Laws***" means, collectively, title 11 of the United States Code, the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), and any other bankruptcy, insolvency, liquidation, restructuring, reorganization, compromise, arrangement, readjustment of debt, conservatorship, receivership, winding-up, dissolution, or similar debtor relief Laws of the United States, Canada and any other applicable jurisdictions from time to time in effect, and "***Debtor Relief Law***" means any one of them.

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

"***Default Rate***" means an interest rate equal to (a) (i) in the case of any amount denominated in U.S. Dollars, the U.S. Base Rate plus the Applicable Rate, if any, applicable to U.S. Base Rate Loans or (ii) in the case of any amount denominated in Canadian Dollars, the Canadian Prime Rate plus the Applicable Rate, if any, applicable to Canadian Prime Rate Loans, plus (b) [redacted]% *per annum*; provided that, with respect to any Benchmark Loan, the Default Rate shall be an interest rate equal to the interest rate (including any Applicable Rate) otherwise applicable to such Benchmark Loan plus [redacted]% *per annum*, to the fullest extent permitted by applicable Laws.

"***Defaulting Lender***" means, subject to Section 2.17(b), any Lender that, as determined by the Administrative Agent, (a) has failed to perform any of its funding obligations hereunder, including in respect of its Loans or participations in respect of Letters of Credit or Swing Line Loans within three (3) Business Days of the date required to be funded by it hereunder, (b) has notified the Primary Borrower or the Administrative Agent that it does not intend to comply with its funding obligations or has made a public statement to that effect with respect to its funding obligations hereunder or under other agreements generally in which it commits to extend credit, (c) has failed, within three (3) Business Days after reasonable request by the Administrative Agent, to confirm in a manner satisfactory to the Administrative Agent that it will comply with its funding obligations, (d) has, or has a direct or indirect parent company that has, (i) become the subject of a proceeding under any Debtor Relief Law, (ii) had a receiver, conservator, trustee, administrator, assignee for the benefit of creditors or similar Person charged with reorganization or liquidation of its business or a custodian appointed for it, or (iii) taken any action in furtherance of, or indicated its consent to, approval of or acquiescence in any such proceeding or appointment; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in that Lender or any direct or indirect parent company thereof by a Governmental Authority, or (e) has, or has a direct or indirect parent company that has become the subject of a Bail-In Action.

"***Disclosure Schedule***" means the disclosure schedule attached hereto as Schedule II.

"***Disruption Event***" means, with respect to any of the Administrative Agent, a Lender, any Borrower or any other Loan Party whose operations are being disrupted by any of the following events (each, an "***Affected Party***"):

(a) a material disruption to those payment or communications systems or to those financial markets which, in each case, are required to operate for the timely making or receipt by such Affected Party of any payment in connection with the Revolving Credit Facility or the Swing Line Facility (or otherwise in order for any of the transactions contemplated by the Loan Documents to be carried out); or

(b) the occurrence of any other event which results in a disruption of a technical or systems-related nature to the treasury or payments operations of such Affected Party and prevents such Affected Party:

(i) from performing any of its payment or funding obligations under the Loan Documents; or

(ii) from communicating with other parties to this Agreement in accordance with the terms thereof,

provided that (A) such event is not intentionally caused by, and is beyond the reasonable control of, such Affected Party (including, without limitation, as a result of a cyber-attack or similar unauthorized or malicious act which has compromised or disrupted the access to or use of software, hardware, systems, networks or other technological infrastructure related to payment or communications systems) and (B) the Affected Party is using reasonable efforts to mitigate the effects of such event in a timely manner.

"***Disposition***" or "***Dispose***" means the sale, transfer, assignment, license, lease, division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws) or other disposition of any property by any Person (including any sale and leaseback transaction and any issuance of Equity Interests by a Restricted Subsidiary of such Person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith; provided, however, that "Disposition" and "Dispose" shall not be deemed to include any issuance by the Primary Borrower of any of its Equity Interests to another Person. "***Disposed***" has a meaning correlative thereto.

"***Distribution***" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of the Primary Borrower or any Subsidiary thereof, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, defeasance, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to such Person's shareholders, partners or members (or the equivalent Persons thereof), in each case, other than to or in favour of a Restricted Party.

"***Economic Sanctions***" means the restrictions with respect to funding operations, or financing investments, in any country, or making payments to, or receiving payments or property from, any country or Person, then prohibited by:

(a) except to the extent compliance therewith would conflict with applicable Laws in Canada, including the *Foreign Extraterritorial Measures Act* (Canada), any sanctions or requirements imposed by, or based upon the obligations or authorities set forth in, Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, the U.S. Bank Secrecy Act (31 U.S.C. §§ 5311 et seq.), the U.S. Money Laundering Control Act of 1986 (18 U.S.C. §§ 1956 et seq.), the USA Patriot Act of 2001, the U.S. International Emergency Economic Powers Act (50 U.S.C. §§ 1701 et seq.), the U.S. Trading with the Enemy Act (50 U.S.C. App. §§ 1 et seq.), the U.S. United Nations Participation Act, the U.S. Syria Accountability and Lebanese Sovereignty Act, the U.S. Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 or the Iran Sanctions Act, all as amended, or any of the foreign assets control regulations of the U.S. Department of the Treasury (including but not limited to 31 CFR, Subtitle B, Chapter V, as amended) or any other law or executive order relating thereto or regulation administered by the United States government, including United States Treasury Department's Office of Foreign Assets Control; and

(b) any of the economic sanctions of Canada, including those provided for pursuant to the *Special Economic Measures Act* (Canada) or the *United Nations Act* (Canada), in each case, to the extent applicable.

"***EEA Financial Institution***" means (a) any credit institution or investment firm established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any financial institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

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

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

"***Eligible Assignee***" means any Person (other than a Defaulting Lender, a Sanctioned Lender or any Person that would be a Sanctioned Lender if such Person becomes a Lender) that meets the requirements to be an assignee under Section 11.08(c) (subject to such consents, if any, as may be required thereunder).

"***Environment***" means ambient air, indoor air, surface water, groundwater, drinking water, land surface and subsurface strata and natural resources such as wetlands, flora and fauna.

"***Environmental Laws***" means any and all Federal, state, local, provincial, territorial and foreign statutes, laws, including common law, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, or governmental restrictions relating to pollution and the protection of the Environment or the Release of, or exposure to, any Hazardous Materials, and "***Environmental Law***" means any one of them.

"***Environmental Liability***" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of the Primary Borrower, any other Loan Party or any of their respective Subsidiaries directly or indirectly resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the Release or threatened Release of any Hazardous Materials or (e) any contract, agreement or other binding consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"***Environmental Permit***" means any permit, approval, identification number, license or other authorization required under any Environmental Law.

"***Equity Interests***" means, with respect to any Person, all of the shares, interests, rights, participations or other equivalents (however designated) of capital stock of (or other ownership or profit interests or units in) such Person and all of the warrants, options or other rights for the purchase, acquisition or exchange from such Person of any of the foregoing (including through convertible securities).

"***Erroneous Payment***" has the meaning specified in Section 11.07(a).

"***Erroneous Payment Deficiency Assignment***" has the meaning specified in Section 11.07(d).

"***Erroneous Payment Return Deficiency***" has the meaning specified in Section 11.07(d).

"***Erroneous Payment Subrogation Rights***" has the meaning specified in Section 11.07(d).

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

"***Event of Default***" has the meaning specified in Section 9.01.

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

"***Existing Credit Agreement***" means the fourth amended and restated credit agreement dated as of June 19, 2025 between the Primary Borrower, the lenders party thereto and RBC, as administrative agent for such lenders.

"***Existing Hedges***" means each of the Swap Contracts between a Loan Party and a Hedge Bank existing on the Amendment and Restatement Date.

"***Extending Lender***" has the meaning specified in Section 2.15(b).

"***Extension***" has the meaning specified in Section 2.15(a).

"***FATCA***" means sections 1471 through 1474 of the Code, and any regulations or official interpretations thereof.

"***Federal Funds Rate***" means, for any day, the rate calculated by the Federal Reserve Bank of New York based on such day's federal funds transactions by depositary institutions, as determined in such manner as the Federal Reserve Bank of New York shall set forth on its public website from time to time, and published on the next succeeding Business Day by the Federal Reserve Bank of New York as the federal funds effective rate. Notwithstanding the foregoing, if the Federal Funds Rate is determined to be less than the Floor, the Federal Funds Rate shall be deemed to be the Floor.

"***Federal Reserve Board***" means the Board of Governors of the Federal Reserve System of the United States.

"***Financial Covenants***" has the meaning specified in Section 8.01.

"***Financial Letter of Credit***" means a standby Letter of Credit if it serves as a payment guarantee of a Consolidated Party's financial obligations and is treated as a direct credit substitute for purposes of the Capital Adequacy Guidelines in the applicable L/C Issuer's reasonable opinion.

"***Floor***" means an interest rate equal to 0.00% *per annum*.

"***Fronted L/C***" means a Letter of Credit issued by the applicable Fronting Lender on behalf of the Lenders on a "fronted" basis as contemplated by Section 2.03; provided that the L/C Obligations of all issued Fronted L/Cs will at no time exceed the aggregate of all Fronted L/C Commitments of all Fronting Lenders.

"***Fronted L/C Commitment***" means the commitment of each Fronting Lender to provide Fronted L/Cs, in accordance with Section 2.03, initially up to the maximum amount set forth opposite each such Fronting Lender's name in the table in Schedule I under the heading "Fronted L/C Commitments" as such amount may be changed from time to time by an agreement in writing between the Primary Borrower, the Administrative Agent and the applicable Fronting Lender.

"***Fronting Exposure***" means, at any time there is a Defaulting Lender, (a) with respect to the L/C Issuer, such Defaulting Lender's Pro Rata Share of the outstanding L/C Obligations other than L/C Obligations as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof, and (b) with respect to the Swing Line Lender, such Defaulting Lender's Pro Rata Share of Swing Line Loans and Swing Line L/Cs other than Swing Line Loans and Swing Line L/Cs as to which such Defaulting Lender's participation obligation has been reallocated to other Lenders or Cash Collateralized in accordance with the terms hereof.

"***Fronting Lenders***" means, initially, RBC and BMO and such other Lender or Lenders from time to time who have agreed in writing with the Primary Borrower and the Administrative Agent to act as a fronting lender in accordance with the terms of this Agreement to issue Fronted L/Cs up to the amount of its Fronted L/C Commitment; and "***Fronting Lender***" means any one of them; provided that (i) no Sanctioned Lender shall become a Fronting Lender and (ii) any Fronting Lender which becomes a Sanctioned Lender shall not issue any new Fronted L/Cs or provide future Rollovers of any existing Fronted L/Cs and shall resign as soon as it ceases to have any outstanding Fronted L/Cs.

"***Fund***" means any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"***GAAP***" means generally accepted accounting principles recognized by the CPA from time to time and applicable to publicly accountable enterprises, which are in effect from time to time, and which, as of the Amendment and Restatement Date, constitutes IFRS.

"***Governmental Authority***" means any nation or government, any state, province, territory or other political subdivision thereof, any agency, authority, instrumentality, regulatory body, court, administrative tribunal, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"***Guarantee***" means, as to any Person, without duplication, (a) any obligation, contingent or otherwise, of such Person guaranteeing or having the economic effect of guaranteeing any Indebtedness payable or performable by another Person (the "***primary obligor***") in any manner, whether directly or indirectly, and including any obligation of such Person, direct or indirect, (i) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness, (ii) to purchase or lease property, securities or services for the purpose of assuring the obligee in respect of such Indebtedness of the payment or performance of such Indebtedness, (iii) to maintain working capital, equity capital or any other financial statement condition or liquidity or level of income or cash flow of the primary obligor so as to enable the primary obligor to pay such Indebtedness, or (iv) entered into for the purpose of assuring in any other manner the obligee in respect of such Indebtedness of the payment or performance thereof or to protect such obligee against loss in respect thereof (in whole or in part), or (b) any Lien on any assets of such Person securing any Indebtedness of any other Person, whether or not such Indebtedness is assumed by such Person (or any right, contingent or otherwise, of any holder of such Indebtedness to obtain any such Lien); provided that the term "Guarantee" shall not include endorsements for collection or deposit, in either case in the ordinary course of business, or customary and reasonable indemnity obligations in effect on the Amendment and Restatement Date or entered into in connection with any acquisition or Disposition of assets permitted under this Agreement (other than such obligations with respect to Indebtedness). The amount of any Guarantee shall be deemed to be an amount equal to the stated or determinable amount of the related primary obligation, or portion thereof, in respect of which such Guarantee is made or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof as determined by the guaranteeing Person in good faith. The term "Guarantee" as a verb has a corresponding meaning.

"***Guarantee Beneficiaries***" means, collectively, the Administrative Agent, the Lenders, the Hedge Banks, the Cash Management Banks, the Bilateral Facility Lenders and any Supplemental Administrative Agent.

"***Guaranteed Agreement***" means any Guaranteed Cash Management Agreement or Guaranteed Hedge Agreement.

"***Guaranteed Bilateral Facility Agreement***" means any Bilateral Facility Agreement that is entered into by and between any Borrower and/or any Guarantor and any Bilateral Facility Lender.

"***Guaranteed Cash Management Agreement***" means any Cash Management Agreement that is entered into by and between any Consolidated Party and any Cash Management Bank.

"***Guaranteed Hedge Agreement***" means any Swap Contract not prohibited under Section 7.07 that is entered into by and between any Consolidated Party and any Hedge Bank. From and after the satisfaction of the conditions precedent in Section 4.01, all of the Existing Hedges shall be deemed to be Guaranteed Hedge Agreements.

"***Guaranteed Parties***" means:

(a) with respect to any and all Obligations arising under this Agreement, the Loan Parties;

(b) with respect to any and all Obligations arising under any of the Guaranteed Bilateral Facility Agreements, the Loan Parties which are party thereto; and

(c) with respect to any and all Obligations arising under any of the Guaranteed Cash Management Agreements or the Guaranteed Hedge Agreements, the Consolidated Parties which are party thereto,

and "***Guaranteed Party***" means any one of them.

"***Guarantors***" means, collectively, each Borrower and each of the Restricted Subsidiaries which has executed and delivered a Loan Party Guarantee or a joinder or supplement with respect thereto pursuant to Section 6.16.

"***Hazardous Materials***" means all explosive or radioactive substances or wastes and all hazardous or toxic substances or wastes, including petroleum or petroleum distillates, natural gas or natural gas liquids, asbestos or asbestos-containing materials, toxic mold, polychlorinated biphenyls, radon gas and all other substances or wastes and chemicals, pollutants or contaminants of any nature regulated pursuant to any Environmental Law.

"***Hedge Bank***" means any Person that (a) at the time it enters into a Guaranteed Hedge Agreement, is a Lender or an Affiliate of a Lender, or (b) as of the Amendment and Restatement Date, is a Lender or an Affiliate of a Lender and a party to an Existing Hedge.

"***Honor Date***" has the meaning specified in Section 2.03(c)(i).

"***Hostile Acquisition***" means an acquisition, which is required to be reported to applicable securities regulatory authorities, of Equity Interests of a Person where if such Person (i) is a corporation, the board of directors of that corporation has not approved such acquisition nor recommended to the shareholders of the corporation that they sell their Equity Interests pursuant to the proposed acquisition, (ii) is a trust, where the trustee or manager or administrator of that trust has not approved such acquisition nor recommended to the unitholders of the trust that they sell their Equity Interests pursuant to the proposed acquisition or (iii) is a partnership, where the board of directors of the general partner thereof has not approved such acquisition nor recommended to the partners of such partnership that they sell their Equity Interests pursuant to the proposed acquisition.

"***Hybrid Debt Securities***" means debt securities of a Loan Party which at all times have the following characteristics:

(a) a final maturity extending beyond the Maturity Date;

(b) no scheduled principal payments or mandatory principal reductions thereunder prior to the Maturity Date;

(c) if no event of default exists under or in respect of such debt securities, such Loan Party has the option to, on one or more occasions, defer interest payments due and payable on such debt securities for periods of up to at least five consecutive years;

(d) a default, event of default, acceleration or similar circumstance under any senior debt of any Loan Party, including a Default, Event of Default, acceleration of payment of the Total Outstandings or enforcement of the rights and remedies of the Lenders under the Loan Documents, shall not (i) cause a default or event of default (within the passage of time or otherwise) under or in respect of such debt securities, or (ii) cause or permit the obligations thereunder to be due and payable prior to the stated maturity thereof;

(e) upon any insolvency, bankruptcy, receivership, dissolution or similar proceedings in respect of such Loan Party under any applicable law relating to insolvency or bankruptcy (whether voluntary or involuntary) in circumstances where such Loan Party is adjudged to be bankrupt or insolvent (and, in the case of any involuntary proceedings, where such proceedings continue beyond any specified waiting period), such debt securities shall automatically convert into preferred shares in the share capital of the Primary Borrower;

(f) all amounts payable in respect of such debt securities are subordinate and junior in right of payment to the prior payment in full of all obligations under the senior debt of such Loan Party (including the Total Outstandings) on customary terms and conditions (as determined by the Primary Borrower, acting reasonably);

(g) the holders of such debt securities do not hold any guarantees, indemnities or other form of financial assistance from any Restricted Subsidiary (other than a Loan Party) in respect of such debt securities; and

(h) provided that, notwithstanding whether the special mandatory provision contained in the documentation relating to the 2023 Hybrid Notes complies with this definition of Hybrid Debt Securities, the 2023 Hybrid Notes shall be deemed to be Hybrid Debt Securities.

"***ICC***" has the meaning specified in Section 2.03(g).

"***IFRS***" means International Financial Reporting Standards including International Accounting Standards and Interpretations together with their accompanying documents which are set by the International Accounting Standards Board and its interpretative body, the International Financial Reporting Interpretations Committee.

"***Illegality Notice***" shall have the meaning set forth in Section 3.02.

"***Impositions***" has the meaning specified in Section 3.01(a).

"***Incremental Amendment***" has the meaning specified in Section 2.14(g).

"***Indebtedness***" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all indebtedness of such Person for borrowed money;

(b) (i) the undrawn face amount of all letters of credit (including standby and commercial) and bank guarantees and (ii) the maximum amount of all surety bonds, performance bonds and similar instruments, in each case in (i) and (ii) above, issued or created by or for the account of such Person and only to the extent supporting Indebtedness of any Person;

(c) obligations of such Person with respect to actual unreimbursed drawings under letters of credit which remain outstanding for at least three (3) Business Days;

(d) unless the same are being contested in good faith by appropriate proceedings diligently conducted, all obligations of such Person to pay the deferred purchase price of property or services which remain unpaid after the expiry of a customary time period for payment (not to exceed 90 days), other than (x) trade accounts payable in the ordinary course of business, (y) any earn-out obligation until such obligation becomes a liability on the balance sheet of such Person in accordance with GAAP and (z) expenses accrued in the ordinary course of business;

(e) indebtedness of the type described elsewhere in this definition (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements and mortgage, industrial revenue bond, industrial development bond and similar financings), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse;

(f) all Attributable Indebtedness; and

(g) obligations of such Person under Guarantees to the extent supporting Indebtedness of any Person,

provided that, each of the following shall be excluded from Indebtedness (to the extent it would otherwise be included therein): (i) any indebtedness or liabilities that has been defeased (either by covenant or law) and (ii) any indebtedness or liabilities that has been funded into an escrow account or trust or similar arrangement pending the satisfaction of one or more conditions, unless and until such proceeds are released to a Consolidated Party, in each case, provided further that, any funds deposited or funded pursuant to clauses (i) and (ii) of this proviso shall not be included in any computation of the assets of the applicable Consolidated Party.

"***Indemnified Liabilities***" has the meaning specified in Section 11.05.

"***Indemnitees***" has the meaning specified in Section 11.05.

"***Information***" has the meaning specified in Section 11.09.

"***Interest Coverage Ratio***" means, with respect to the Primary Borrower on a consolidated basis, as of the end of any fiscal quarter of the Primary Borrower for the four (4) fiscal quarter period ending on such date, the ratio of (a) Consolidated EBITDA for such period to (b) Consolidated Interest Expense for such period.

"***Interest Payment Date***" means, (a) as to any Loan other than a U.S. Base Rate Loan or a Canadian Prime Rate Loan, the last day of each Interest Period applicable to such Loan and the Maturity Date; provided, however, that if any Interest Period for a Benchmark Loan exceeds three months, the respective dates that fall every three months after the beginning of such Interest Period shall also be Interest Payment Dates; and (b) as to any U.S. Base Rate Loan or any Canadian Prime Rate Loan (including a Swing Line Loan), the last Business Day of each March, June, September and December and the Maturity Date.

"***Interest Period***" means:

(a) in respect of a Letter of Credit, the period from the date of issuance thereof until the last day such Letter of Credit is outstanding;

(b) in respect of each SOFR Loan, a period of one, three or six months (each, a "***SOFR Standard Interest Period***") or such longer or shorter period as may be agreed to by all of the Lenders (a "***SOFR Non-Standard Interest Period***"); and

(c) in respect of each CORRA Loan, a period of one or three months or such longer or shorter period as may be agreed to by all of the Lenders;

in each case, subject to market availability thereof; provided that in respect of Benchmark Loans, (i) the Interest Period shall commence on the date of a Borrowing or Rollover of, or Conversion into, a Benchmark Loan and, in the case of immediately successive Interest Periods, each successive Interest Period shall commence on the date on which the next preceding Interest Period expires; (ii) if any Interest Period would otherwise expire on a day that is not a Business Day, such Interest Period shall expire on the next succeeding Business Day; provided, further, that if any Interest Period with respect to a Benchmark Loan would otherwise expire on a day that is not a Business Day but is a day of the month after which no further Business Day occurs in such month, such Interest Period shall expire on the next preceding Business Day; (iii) any Interest Period with respect to a Benchmark Loan that begins on the last Business Day of a calendar month (or on a day for which there is not numerically corresponding day in the calendar month at the end of such Interest Period) shall end on the last Business Day of the relevant calendar month at the end of such Interest Period; (iv) no Interest Period shall extend beyond the Maturity Date; and (v) no tenor that has been removed from this definition pursuant to Section 2.19(d) shall be available for specification in any Committed Loan Notice or interest election.

"***Investment Grade Rating***" means at least two Ratings of not lower than BBB- from S&P, BBB(low) from DBRS or Baa3 from Moody's (in each case with a stable or positive outlook).

"***ISP***" means, with respect to any Letter of Credit, the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice, Inc. (or such later version thereof as may be in effect at the time of issuance).

"***Issuer Documents***" means with respect to any Letter of Credit, the Letter of Credit Application, and any other document, agreement and instrument entered into by the applicable L/C Issuer and the applicable Borrower (or any applicable Restricted Subsidiary) or in favour of such L/C Issuer and relating to such Letter of Credit, and "***Issuer Document***" means any one of them.

"***Junior Debt Securities***" means any junior unsecured debt securities issued (or assumed) by a Loan Party and which have, without limitation, all of the following characteristics:

(a) a final maturity or due date in respect of repayment of principal later than the latest Maturity Date of any Lender under this Agreement as of the date of issuance or incurrence thereof;

(b) no scheduled or mandatory payment or repurchase of principal thereunder prior to the latest Maturity Date of any Lender under this Agreement as of the date of issuance or incurrence thereof;

(c) if no event of default has occurred and is continuing under or in respect of such debt securities, such Loan Party shall have the option to, on one or more occasions, defer interest payments due and payable on such debt securities for periods of up to at least five consecutive years;

(d) a default, event of default, acceleration, or similar circumstance under any senior debt of such Loan Party (including under the Loan Documents) or any enforcement by or on behalf of the holders of such senior debt, which is not also a default or event of default under such debt securities, shall not in and of itself:

(i) cause a default or event of default (with the passage of time or otherwise) under such debt securities or the indenture governing the same; or

(ii) cause or permit the obligations under such debt securities to be due and payable prior to the stated maturity thereof;

(e) all amounts payable in respect of such debt securities are subordinate and junior in right of payment to the prior payment in full of all obligations under the senior debt of such Loan Party (including the Total Outstandings) on customary terms and conditions (as determined by the Primary Borrower, acting reasonably); and

(f) the holders of such debt securities do not hold any guarantees, indemnities or other forms of financial assistance from any Restricted Subsidiary unless such guarantees, indemnities or other forms of financial assistance are (i) subordinated to the senior debt of such Loan Party on the same terms as such debt securities and (ii) only provided by Restricted Parties which are Loan Parties.

"***Laws***" means, collectively, all applicable international, foreign, Federal, state, provincial, territorial and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, and "***Law***" means any one of them.

"***L/C Borrowing***" means an extension of credit resulting from a drawing under any Letter of Credit which has not been reimbursed by a Borrower on the date when made or refinanced as a Revolving Credit Borrowing on the date when made.

"***L/C Credit Extension***" means, with respect to any Letter of Credit, the issuance thereof or extension of the expiry date thereof, or the renewal or increase of the amount thereof.

"***L/C Issuer***" means each Swing Line Lender and each Fronting Lender each, in its capacity as an issuer of Letters of Credit hereunder either as a Swing Line Lender or as a Fronting Lender and any other Lender reasonably acceptable to a Borrower and the Administrative Agent that agrees to issue Letters of Credit pursuant hereto, in each case in its capacity as an issuer of Letters of Credit hereunder, or any successor issuer of Letters of Credit hereunder.

"***L/C Obligations***" means, as at any date of determination, the aggregate amount available to be drawn under all outstanding Letters of Credit (either as Fronted L/Cs or Swing Line L/Cs or both, as the context requires) plus the aggregate of all Unreimbursed Amounts, including all L/C Borrowings. For purposes of computing the amount available to be drawn under any Letter of Credit, the amount of such Letter of Credit shall be determined in accordance with Section 1.09. For all purposes of this Agreement, if on any date of determination a Letter of Credit has expired by its terms but any amount may still be drawn thereunder by reason of the operation of Rule 3.14 of the ISP, such Letter of Credit shall be deemed to be "outstanding" in the amount so remaining available to be drawn.

"***Lender***" has the meaning specified in the introductory paragraph to this Agreement and, as the context requires, includes each L/C Issuer and the Swing Line Lender.

"***Lending Office***" means, as to any Lender, the office or offices of such Lender designated in writing by a Lender to the Administrative Agent, or such other office or offices as a Lender may from time to time notify the Primary Borrower and the Administrative Agent.

"***Letter of Credit***" means any letter of credit issued or renewed hereunder. A Letter of Credit may be a commercial letter of credit or a standby letter of credit.

"***Letter of Credit Application***" means an application and agreement for the issuance or amendment of a Letter of Credit in the form from time to time in use by the applicable L/C Issuer, together with a request for L/C Credit Extension, substantially in the form of Exhibit A-2.

"***Letter of Credit Expiration Date***" means the day that is three (3) Business Days prior to the earliest Maturity Date then in effect (or, if such day is not a Business Day, the next preceding Business Day).

"***Letter of Credit Fee***" has the meaning specified in Section 2.03(h).

"***Letter of Credit Sublimit***" means an amount equal to $[redacted]. The Letter of Credit Sublimit is part of, and not in addition to, the Revolving Credit Facility.

"***Lien***" means any mortgage, pledge, hypothecation, collateral assignment, deposit arrangement which secures or intends to secure payment or performance of an obligation, trust arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any Capitalized Lease having substantially the same economic effect as any of the foregoing), but shall not include any absolute assignment of accounts or other deemed security interests.

"***Loan***" means an extension of credit by a Lender to a Borrower under Article II in the form of a Revolving Credit Loan or a Swing Line Loan.

"***Loan Documents***" means, collectively, (a) this Agreement, (b) the Loan Party Guarantee(s), (c) each Letter of Credit Application and (d) any agreement creating or perfecting rights in Cash Collateral pursuant to the provisions of Section 2.16, and "***Loan Document***" means any one of them.

"***Loan Parties***" means, collectively, the Borrowers and the Guarantors, and "***Loan Party***" means any one of them.

"***Loan Party Guarantee***" means the loan party guarantee dated as of February 14, 2020, as supplemented by the confirmation of guarantee agreement dated December 1, 2021, and as acknowledged and confirmed from time to time prior to the Amendment and Restatement Date and pursuant to Section 1.13 hereof and as may be further acknowledged, confirmed, amended, restated, supplemented and/or otherwise modified from time to time hereafter (including by the addition of new loan party guarantees), providing, in any case, for a guarantee by each Borrower and each other Guarantor from time to time party thereto in favour of the Administrative Agent on behalf of the Guarantee Beneficiaries of the Obligations of each other Guaranteed Party.

"***Master Agreement***" has the meaning specified in the definition of "Swap Contract".

"***Material Acquisition***" means an acquisition (whether in one transaction or in a series of related transactions and including an acquisition by way of an amalgamation) by the Primary Borrower or any of its Subsidiaries of (a) assets or (b) Equity Interests in a Person who becomes a Subsidiary of the Primary Borrower, in each case, where the fair market value of the acquired assets and/or Equity Interests is in excess of 2.5% of Consolidated EBITDA at the time of any such acquisition (net of the amount of any related Dispositions).

"***Material Adverse Effect***" means (a) a material adverse effect on the business, assets, liabilities (actual or contingent), financial condition or results of operations of the Restricted Parties, taken as a whole, (b) a material adverse effect on the ability of the Restricted Parties (taken as a whole) to perform their respective obligations under the Loan Documents, or (c) a material adverse effect on the material rights and remedies of the Lenders under the Loan Documents.

"***Material Disposition***" means a Disposition (whether in one transaction or in a series of related transactions) by the Primary Borrower or any of its Subsidiaries of (a) assets or (b) Equity Interests in a Subsidiary of the Primary Borrower, in each case, where the fair market value of the assets and/or Equity Interests Disposed is in excess of 2.5% of Consolidated EBITDA at the time of any such Disposition (net of the amount of any related acquisitions).

"***Maturity Date***" means, with respect to a Lender, the earlier of (a) June 30, 2031 (or such later date to which the same may be extended by such Lender in accordance with Section 2.15) and (b) the date of termination in whole of the Aggregate Commitments, the Letter of Credit Sublimit, and the Swing Line Sublimit pursuant to Section 2.06(a) or 9.02.

"***Maximum Rate***" has the meaning specified in Section 11.10.

"***Moody's***" means Moody's Ratings, a division of Moody's Investors Service, Inc., its Affiliates and any successors thereto.

"***Non-Borrower Designation***" has the meaning specified in Section 2.20(b).

"***Non-Consenting Lender***" has the meaning specified in Section 3.06(d).

"***Non-Extending Lender***" has the meaning specified in Section 2.15(b).

"***Non-Financial Letter of Credit***" means a Letter of Credit that is not a Financial Letter of Credit.

"***Non-Participating Lender***" has the meaning specified in Section 4.04.

"***Nonrenewal Notice Date***" has the meaning specified in Section 2.03(b)(iii).

"***Notification Date***" has the meaning specified in Section 2.15(a).

"***NPL***" means the National Priorities List under CERCLA.

"***Obligations***" means all advances to, and debts, liabilities, obligations, covenants and duties of, (a) any Loan Party arising under any Loan Document or otherwise with respect to any Loan, Letter of Credit, or any Guaranteed Bilateral Facility Agreement and (b) any Consolidated Party arising under any Guaranteed Cash Management Agreement or Guaranteed Hedge Agreement (other than any Excluded Swap

Obligations), in each case whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against such Person of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding; provided that (a) Obligations of any Consolidated Party under any Guaranteed Cash Management Agreement or Guaranteed Hedge Agreement shall be guaranteed pursuant to a Loan Party Guarantee only to the extent that, and for so long as, the other Obligations under this Agreement are so guaranteed by such Loan Party Guarantee and (b) any release of Guarantors effected in the manner permitted by this Agreement shall not require the consent of holders of Obligations under Guaranteed Hedge Agreements, Guaranteed Bilateral Facility Agreements or Guaranteed Cash Management Agreements. Without limiting the generality of the foregoing, the Obligations of the Loan Parties under the Loan Documents include (A) the obligation to pay principal, interest, Letter of Credit commissions, charges, expenses, fees, indemnities and other amounts payable by any Loan Party under any Loan Document and (B) the obligation of any Loan Party to reimburse any amount in respect of any of the foregoing that any Lender, in its sole discretion, may elect to pay or advance on behalf of such Loan Party if such Loan Party is delinquent in reimbursing such amount.

"***Ordinary Dividend***" means, for so long as the Primary Borrower maintains a recurring dividend policy, a recurring dividend payable by the Primary Borrower to its common shareholders which is in a monetary amount reasonably consistent with the most recent prior fiscal periods, as such dividend may be adjusted upwards or downwards by the board of directors of the Primary Borrower in the normal course of business.

"***Organization Documents***" means: (a) with respect to any corporation, the certificate or articles of incorporation, continuance or amalgamation, as applicable, and, the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. or non-Canadian jurisdiction) and any agreement made between its shareholders which binds the actions of the corporation, its directors or its officers; (b) with respect to any limited liability company, the certificate or articles of formation or organization and operating agreement; and (c) with respect to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"***Other Taxes***" has the meaning specified in Section 3.01(b).

"***Outstanding Amount***" means: (a) with respect to the Revolving Credit Loans and Swing Line Loans on any date, the aggregate outstanding principal Canadian Dollar Equivalent amount thereof after giving effect to any Borrowings and prepayments or repayments of Revolving Credit Loans (including any refinancing of outstanding unpaid drawings under Letters of Credit or L/C Credit Extensions as a Revolving Credit Borrowing) and Swing Line Loans (including any refinancing of outstanding unpaid drawings under Swing Line L/Cs), as the case may be, occurring on such date; and (b) with respect to any L/C Obligations on any date, the Canadian Dollar Equivalent amount of such L/C Obligations on such date after giving effect to any L/C Credit Extension occurring on such date and any other changes in the aggregate amount of the L/C Obligations as of such date, including as a result of any reimbursements of outstanding unpaid drawings under any Letters of Credit (including any refinancing of outstanding unpaid drawings under Letters of Credit or L/C Credit Extensions as a Revolving Credit Borrowing or Swing Line Borrowing) or any reductions in the maximum amount available for drawing under Letters of Credit taking effect on such date.

"***Overdraft Accommodation Maximum Amount***" means the maximum available amount of Overdraft Accommodations from time to time. As of the Amendment and Restatement Date, the Overdraft Accommodation Maximum Amount is $[redacted]. The Primary Borrower may change the Overdraft

Accommodation Maximum Amount from time to time by providing written notice to the applicable Overdraft Lender(s) and the Administrative Agent, such notice to specify the Overdraft Lender to which such change shall apply; provided that (a) the Primary Borrower shall only be entitled to change the Overdraft Accommodation Maximum Amount once per calendar quarter (unless agreed otherwise by the Administrative Agent and the applicable Overdraft Lender(s)); (b) such Overdraft Accommodation Maximum Amount shall at all times be a multiple of $1,000,000 and at no time shall exceed $[redacted] in the aggregate for all Overdraft Lenders; (c) the Primary Borrower shall only be entitled to decrease the Overdraft Accommodation Maximum Amount if, upon giving effect to such reduction, the then outstanding Overdraft Accommodations would not exceed the Overdraft Accommodation Maximum Amount; and (d) the Primary Borrower shall only be entitled to increase the Overdraft Accommodation Maximum Amount if the increase allocable to any Overdraft Lender does not exceed the undrawn portion of such Overdraft Lender's Swing Line Commitment.

"***Overdraft Accommodations***" has the meaning specified in Section 2.18.

"***Overdraft Lender***" means, initially, RBC in its capacity as Cash Management Bank and thereafter may include any other Lender that is a Cash Management Bank from time to time as the Primary Borrower and such other Lender may identify in writing to the Administrative Agent.

"***Participant***" has the meaning specified in Section 11.08(g).

"***Participant Register***" has the meaning specified in Section 11.08(k).

"***Participating Lender***" has the meaning specified in Section 4.04.

"***PATRIOT Act***" has the meaning specified in Section 11.26.

"***Payment Recipient***" has the meaning specified in Section 11.07(a).

"***Periodic Term CORRA Determination Day***" has the meaning assigned to it under the definition of Term CORRA.

"***Permitted Dispositions***" means the following:

(a) any Disposition to, between or among the Restricted Parties;

(b) any Disposition of redundant or obsolete property which is not used or useful in the operation or conduct of the businesses of the Restricted Parties; and

(c) any Disposition in the ordinary course of business of the Restricted Parties.

"***Permitted Liens***" means the following:

(a) Liens pursuant to any Loan Document;

(b) Liens for taxes, assessments or governmental charges which are not yet due or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(c) statutory or common law Liens of landlords, carriers, warehousemen, mechanics, materialmen, repairmen, construction contractors or other like Liens arising in the ordinary course of business which secure amounts not overdue for a period of more than sixty (60) days or if more than sixty (60) days overdue, are unfiled and no other action has been taken to enforce such Lien or which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person;

(d) pledges or deposits in the ordinary course of business (i) in connection with workers' compensation, unemployment insurance, employment insurance, other social security legislation and similar laws and (ii) securing liability for reimbursement or indemnification obligations of insurance carriers providing property, casualty or liability insurance to the Restricted Parties;

(e) deposits to secure the payment or performance of bids, trade contracts, governmental contracts, leases (other than Indebtedness for borrowed money), statutory obligations, surety, stay, customs and appeal bonds, performance bonds and other obligations of a like nature (including (i) those to secure health, safety and environmental obligations and (ii) those required or requested by any Governmental Authority other than letters of credit) incurred in the ordinary course of business;

(f) easements, rights-of-way, restrictions (including zoning restrictions), encroachments, protrusions and other similar encumbrances and minor title defects affecting real property which, in the aggregate, do not in any case materially interfere with the ordinary conduct of the business of the applicable Person;

(g) Liens securing judgments for the payment of money not constituting an Event of Default under Section 9.01(i);

(h) leases, licenses, subleases or sublicenses granted to others in the ordinary course of business and not interfering in any material respect with the business of the Restricted Parties;

(i) Liens (i) in favour of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods in the ordinary course of business or (ii) on specific items of inventory or other goods and proceeds of any Person securing such Person's obligations in respect of bankers' acceptances or letters of credit issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods in the ordinary course of business;

(j) Liens in favour of a Cash Management Bank, a Swing Line Lender, a Fronting Lender or a Bilateral Facility Lender arising as a matter of law or under customary general terms and conditions encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking industry;

(k) Liens granted by one Loan Party to another Loan Party, subordinated on terms reasonably satisfactory to the Administrative Agent, including pursuant to the Loan Party Guarantee(s);

(l) Liens existing on property at the time of its acquisition or existing on the property of any Person that becomes a Subsidiary after the Amendment and Restatement Date (other than Liens on the Equity Interests of any Person that becomes a Subsidiary); provided, that (i) such Lien was not created in contemplation of such acquisition or such Person becoming a

Subsidiary, (ii) such Lien does not extend to or cover any other assets or property (other than the proceeds or products thereof), and (iii) the Indebtedness secured thereby is permitted hereunder;

(m) Liens arising from precautionary UCC or PPSA financing statement filings regarding leases entered into by any of the Restricted Parties in the ordinary course of business;

(n) Liens solely on any cash deposits made by any of the Restricted Parties in connection with any letter of intent or purchase agreement permitted hereunder;

(o) receipt of progress payments and advances from customers in the ordinary course of business to the extent same creates a Lien on the related inventory and proceeds thereof;

(p) Liens on cash or Cash Equivalents used to defease or to satisfy and discharge Indebtedness, provided that such defeasance or satisfaction and discharge is permitted hereunder;

(q) Liens in favour of pipeline owners and other transporters and carriers and other providers of services of petroleum substances incurred in the normal course of business;

(r) Liens consisting of reclamation rights and similar statutory rights arising as a matter of applicable law in favour of the seller of goods so long as such Liens secure only the purchase price of and apply only to the good or other property sold;

(s) Liens incurred in the ordinary course of business (not securing any Indebtedness) in favour of any public utility when required by such public utility in connection with the operations of any property or assets of any Loan Party;

(t) Liens incurred in the ordinary course of business (not securing any Indebtedness) in respect of the rights of any shipper or supplier of inventory (including the rights of such shipper or supplier to any petroleum substances owned by such shipper or supplier or owned by a Loan Party but not yet paid for or overdue but that are located on or within any property or assets of any Loan Party);

(u) Liens securing obligations owing to an operator or joint venture participant for customary costs and expenses under an operating or joint venture agreement; provided such costs or expenses are not due or delinquent or if due or delinquent, which are being contested in good faith and by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained on the books of the applicable Person;

(v) Liens to secure the costs of litigation when required by applicable Law; provided that, adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP;

(w) to the extent required by applicable Law, any Lien (including, for certainty, any reclamation trust or similar arrangement in connection with any present or future reclamation, cleanup, abandonment or operational obligations to the extent any such trust or similar arrangements may constitute a Lien) relating to the present or future reclamation, cleanup, abandonment or operation of any properties, facilities and interests and surrounding lands whether or not owned by a Restricted Party and the decommissioning or removal of structures or facilities located on such properties or facilities; provided that adequate reserves with respect thereto are maintained on the books of the applicable Person in accordance with GAAP; and

(x) other Liens which secure Priority Debt permitted by Section 8.01(b).

"***Person***" means any natural person, corporation, limited liability company, trust, joint venture (other than an unincorporated joint venture), association, company, partnership, Governmental Authority or other entity.

"***PPSA***" means the *Personal Property Security Act* (Alberta) and all regulations thereto, as the same may from time to time be in effect and the personal property security legislation of any other province or territory of Canada to the extent it may be required to apply to any item or items of collateral.

"***Primary Borrower***" means Gibson Energy Inc., a corporation subsisting under the laws of the Province of Alberta.

"***Priority Debt***" means the aggregate of the following, without duplication, (a) Indebtedness owed by Restricted Subsidiaries which are not Guarantors (other than Indebtedness owed to a Restricted Party) and (b) Indebtedness (other than Obligations) secured by any Permitted Lien referenced in paragraph (x) of the definition thereof and owed by Restricted Parties.

"***Pro Forma Basis***" and "***Pro Forma Compliance***" means, in respect of any Material Acquisition or Material Disposition, that such transaction and the following transactions in connection therewith (to the extent applicable) shall be deemed to have occurred as of the first day of the applicable period of measurement in such covenant: (a) income statement items (whether positive or negative) attributable to the property or Person, if any, subject to such Material Acquisition or Material Disposition, (i) in the case of a Material Disposition, shall be excluded, and (ii) in the case of a Material Acquisition, shall be included, (b) any repayment of Indebtedness, and (c) any incurrence or assumption of Indebtedness by any Borrower or any Restricted Subsidiary in connection therewith and if such Indebtedness has a floating or formula rate, shall have an implied rate of interest for the applicable period for purposes of this definition determined by utilizing the rate which is or would be in effect with respect to such Indebtedness as at the relevant date of determination; provided that "***Pro Forma Basis***" and "***Pro Forma Compliance***" in respect of any Material Acquisition or Material Disposition shall be calculated in a reasonable and factually supportable manner and certified by a Responsible Financial Officer.

"***Pro Rata Share***" means, with respect to each Lender at any time:

(a) in the case of any Credit Extension, other than by way of a Swing Line Loan or a Swing Line L/C, a fraction (expressed as a percentage, carried out to the ninth decimal place, and subject to adjustment as provided in Section 2.17), the numerator of which is the undrawn portion of such Lender's Revolving Credit Commitment at such time and the denominator of which is the undrawn portion of the Aggregate Commitments at such time, provided that (i) for the purposes of such calculation, while any Overdraft Accommodation remains outstanding the full amount thereof will be deemed to be drawn as a Swing Line Loan provided by the applicable Overdraft Lender; (ii) with respect to a Credit Extension requested in respect of a Hostile Acquisition, the Pro Rata Share of such Lender shall be determined in accordance with Section 4.04; and (iii) with respect to any Credit Extension requested whereby as a result of the deeming provision noted in clause (i) above the Overdraft Lender is unable to fund its required Pro Rata Share of a requested Credit Extension, then the remaining Lenders will fund such Credit Extension on a proportionate basis based on their remaining undrawn Revolving Credit Commitments (provided however that the aggregate Outstanding Amount of the Revolving Credit Loans of any Lender, plus such Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations, plus such Lender's Pro Rata Share of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Revolving Credit Commitment);

(b) after the occurrence and during the continuance of an Event of Default, a fraction (expressed as a percentage, carried out to the ninth decimal place, and subject to adjustment as provided in Section 2.17), the numerator of which is the amount of such Lender's portion of the Outstanding Amount at such time and the denominator of which is the amount of the Total Outstandings at such time; and

(c) in all other cases, a fraction (expressed as a percentage, carried out to the ninth decimal place, and subject to adjustment as provided in Section 2.17), the numerator of which is the amount of the Revolving Credit Commitment of such Lender at such time and the denominator of which is the amount of the Aggregate Commitments at such time.

"***Qualified ECP Guarantor***" means, in respect of any Swap Obligation, each Loan Party that has total assets exceeding $10,000,000 at the time the relevant Loan Party Guarantee or grant of the relevant security interest becomes effective with respect to such Swap Obligation or such other person as constitutes an "eligible contract participant" under the Commodity Exchange Act or any regulations promulgated thereunder and can cause another person to qualify as an "eligible contract participant" at such time by entering into a keepwell under section 1a(18)(A)(v)(II) of the *Commodity Exchange Act*.

"***Rating***" means the public corporate or family ratings of the Primary Borrower issued by each applicable Rating Agency.

"***Rating Agency***" means each of S&P, Moody's and DBRS.

"***Rating Event***" means, with respect to any Change of Control, the Rating is lowered to below an Investment Grade Rating by (a) the sole Rating Agency (if there is only one Rating Agency), (b) both of the Rating Agencies (if there are two Rating Agencies) or (c) at least two of the Rating Agencies (if there are three or more Rating Agencies) (the "***Required Threshold***"), on any day within the 60-day period after the Change of Control Notification Date (which 60-day period will be extended so long as the Ratings are under publicly announced consideration for a possible downgrade by such number of the Rating Agencies which, together with Rating Agencies which have already lowered their Ratings as aforesaid, would aggregate in number the Required Threshold, but only to the extent that, and for so long as, a Change of Control Triggering Event would result if such downgrade were to occur).

"***RBC***" means Royal Bank of Canada and its successors and assigns.

"***Register***" has the meaning specified in Section 11.08(f).

"***Related Parties***" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, attorneys-in-fact, trustees and advisors of such Person and of such Person's Affiliates.

"***Release***" means any release, spill, emission, discharge, deposit, disposal, leaking, pumping, pouring, dumping, emptying, injection or leaching into the Environment and "***Released***" has a similar meaning.

"***Relevant Governmental Body***" means:

(a) in respect of any SOFR Loan, the Federal Reserve Board or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board or the Federal Reserve Bank of New York, or any successor thereto; and

(b) in respect of any CORRA Loan, the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

"***Request for Credit Extension***" means (a) with respect to a Borrowing, Conversion or Rollover of Revolving Credit Loans, a Committed Loan Notice, (b) with respect to an L/C Credit Extension, a Letter of Credit Application, and (c) with respect to a Swing Line Loan, a Swing Line Loan Notice.

"***Request for Extension***" has the meaning specified in Section 2.15(a).

"***Required Additional Tranche Lenders***" means, as of any date of determination, Lenders having more than 50% of the sum of (a) the Outstanding Amount of any Additional Tranche (with, if applicable, the aggregate amount of each such Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Lender for purposes of this definition), and (b) the unused but available portion of any Additional Tranche, provided that any portion thereof which is held by, or deemed to be held by, any Defaulting Lender or any Sanctioned Lender shall be excluded for making a determination of Required Additional Tranche Lenders.

"***Required Lenders***" means, as of any date of determination, Lenders having more than 50% of the sum of the (a) Total Outstandings (with the aggregate amount of each Lender's risk participation and funded participation in L/C Obligations and Swing Line Loans being deemed "held" by such Lender for purposes of this definition), and (b) unused Aggregate Commitments; provided, that the unused Revolving Credit Commitment of, and the portion of the Total Outstandings held or deemed held by, any Defaulting Lender or any Sanctioned Lender shall be excluded for purposes of making a determination of Required Lenders.

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

"***Responsible Financial Officer***" means, in respect of any Borrower, the chief executive officer, president, chief financial officer, vice president finance, treasurer, assistant treasurer, corporate controller, general manager treasury or other similar officer, or employee designated in writing by one of such officers, of such Borrower, in each case who have signed a current incumbency certificate which has been delivered to the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Financial Officer of a Borrower shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Borrower and such Responsible Financial Officer shall be conclusively presumed to have acted on behalf of such Borrower.

"***Responsible Officer***" means, in respect of any Borrower, any Responsible Financial Officer of such Borrower or any vice president, corporate secretary, assistant corporate secretary or other similar officer of such Borrower, in each case, who have signed a current incumbency certificate which has been delivered to the Administrative Agent. Any document delivered hereunder that is signed by a Responsible Officer of a Borrower shall be conclusively presumed to have been authorized by all necessary corporate, partnership and/or other action on the part of such Borrower and such Responsible Officer shall be conclusively presumed to have acted on behalf of such Borrower.

"***Restricted Parties***" means, collectively, the Borrowers and the Restricted Subsidiaries; and "***Restricted Party***" means any one of them.

"***Restricted Subsidiary***" means any Subsidiary of a Person that is not an Unrestricted Subsidiary. Unless the context otherwise requires, Restricted Subsidiaries are Subsidiaries of the Primary Borrower that are not Unrestricted Subsidiaries.

"***Revolving Credit Borrowing***" means a Borrowing consisting of simultaneous Revolving Credit Loans of the same Type and, in the case of Benchmark Loans, having the same Interest Period made by each of the Lenders pursuant to Section 2.02.

"***Revolving Credit Commitment***" means, as to each Appropriate Lender, its obligation to (a) make Revolving Credit Loans to the Borrowers pursuant to Section 2.01, (b) purchase participations in L/C Obligations, and (c) purchase participations in Swing Line Loans, in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule I under the caption "Revolving Credit Commitment" or in the Assignment and Assumption pursuant to which such Lender becomes a party hereto, as applicable, as such amount may be adjusted from time to time in accordance with this Agreement. The Aggregate Commitments of all Lenders shall be $1,000,000,000 on the Amendment and Restatement Date, as such amount may be further adjusted from time to time in accordance with the terms of this Agreement, including Section 2.14.

"***Revolving Credit Facility***" means the credit facility established by Section 2.01.

"***Revolving Credit Loan***" has the meaning specified in Section 2.01.

"***Rollover***" means, with respect to a Loan:

(a) in relation to a Benchmark Loan, the continuation of all or any portion of such Benchmark Loan (subject to the terms and conditions hereof) for an additional Interest Period subsequent to the initial or any subsequent Interest Period applicable thereto; and

(b) in relation to a Letter of Credit, the extension or replacement of an existing Letter of Credit, provided the beneficiary thereof (including any successors or permitted assigns thereof) remains the same, the maximum amount available to be drawn thereunder is not increased, the currency in which the same is denominated remains the same and the terms upon which the same may be drawn remain the same;

and "***Rolled Over***" has a similar meaning.

"***S&P***" means S&P Global Ratings, a division of S&P Global Inc., its Affiliates and any successors thereto.

"***Sanctioned Lender***" means, at any time, (a) a Lender that is a Sanctioned Person or (b) a Lender in respect of which any Sanctions Authority (or any other equivalent sanctions authority with jurisdiction over the Administrative Agent or any Lender) has made a public announcement that such Lender has become, or will become, a Sanctioned Person; provided that the Economic Sanctions (or proposed Economic Sanctions) applicable to such Lender makes it (or, in respect of proposed Economic Sanctions, are reasonably expected to make it) unlawful for any Restricted Party, the Administrative Agent and/or any other Lender to (i) make any payments to such Lender, (ii) receive any payments from such Lender and/or (iii) otherwise engage in any other material dealings with such Lender, in each case, under the Loan Documents.

"***Sanctioned Person***" means, at any time, any Person that is, or whose assets are, the subject or target of any Economic Sanctions, including any Economic Sanctions-related list of designated Persons maintained by any Sanctions Authority.

"***Sanctions Authority***" means any of: (a) the federal government of Canada; (b) the federal government of the United States; (c) the United Nations Security Council; or (d) the respective Governmental Authorities of any of the foregoing, including the Office of Foreign Assets Control of the United States Department of the Treasury, the United States Department of the Treasury and the United States Department of State; and "***Sanctions Authorities***" means all of the foregoing Sanctions Authorities, collectively.

"***SOFR***" means a rate *per annum* equal to the secured overnight financing rate as administered by the SOFR Administrator.

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

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

"***SOFR Interpolated Rate***" means, for any SOFR Loan for a SOFR Non-Standard Interest Period, the rate *per annum* determined by the Administrative Agent (which determination shall be conclusive and binding absent manifest error) to be equal to the rate that results from interpolating on a linear basis between: (a) Term SOFR for the longest SOFR Standard Interest Period for which Term SOFR is available that is shorter than the SOFR Non-Standard Interest Period of such SOFR Loan and (b) Term SOFR for the shortest SOFR Standard Interest Period for which Term SOFR is available that exceeds the SOFR Non-Standard Interest Period of such SOFR Loan, in each case, at such time; provided that when determining the SOFR Interpolated Rate for a SOFR Non-Standard Interest Period which is less than one month, the rate for the purposes of clause (a) above shall be deemed to be Term SOFR with a one-month Interest Period.

"***SOFR Loan***" means a Loan that bears interest at a rate based on Term SOFR, other than pursuant to clause (iii) of the definition of "U.S. Base Rate", provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark Replacement thereof, then "SOFR Loan" means any loan made with reference to the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.19(d).

"***SOFR Non-Standard Interest Period***" has the meaning given to it in the definition of Interest Period.

"***SOFR Standard Interest Period***" has the meaning given to it in the definition of Interest Period.

"***Standby Fee***" has the meaning specified in Section 2.09(a).

"***Subordinated Debt***" means any unsecured obligation, liability or indebtedness incurred by the Primary Borrower or a Subsidiary that constitutes Indebtedness and which is subordinated to the Obligations then in existence and which, without limitation, has all of the following characteristics:

(a) the maturity date thereof shall be later than the latest Maturity Date in effect at the time such obligation, liability or indebtedness is incurred;

(b) no scheduled principal payments thereon or mandatory principal reductions thereunder are required to be made (except upon acceleration after default but subject always to the subordination agreement referred to below) until after the latest Maturity Date in effect at the time such obligation, liability or indebtedness is incurred;

(c) if a default occurs in respect of such obligation, liability or indebtedness, the holders thereof are subject to a standstill period ending at least 6 months after the latest Maturity Date; and

(d) the holders of such obligation, liability or indebtedness (or if applicable, their agent or trustee on their behalf) shall have entered into a subordination agreement with the Administrative Agent on terms and conditions satisfactory to the Required Lenders, acting reasonably.

"***Subsidiary***" of a Person means a corporation, partnership, joint venture (other than an unincorporated joint venture), limited liability company or other business entity of which a majority of the shares, securities or other interests having ordinary voting power for the election of directors or other governing body (other than securities or interests having such power only by reason of the happening of a contingency) are at the time beneficially owned, or the management of which is otherwise controlled, directly, or indirectly through one or more intermediaries, or both, by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Primary Borrower.

"***Subsidiary Redesignation***" has the meaning specified in Section 2.20(c).

"***Supplemental Administrative Agent***" has the meaning specified in Section 10.14.

"***Swap Contract***" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, cap transactions, floor transactions, collar transactions, currency swap transactions, cross-currency rate swap transactions, currency options, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options to enter into any of the foregoing), whether or not any such transaction is governed by or subject to any master agreement, and (b) any and all transactions of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement published by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such master agreement, together with any related schedules, a "***Master Agreement***" and as used in this Agreement in relation to Swap Contracts means the form of such agreement as entered into between a Loan Party and the applicable counterparty), including any such obligations or liabilities under any Master Agreement.

"***Swap Obligation***" means, with respect to any Guarantor, any obligation to pay or perform under any agreement, contract or transaction that constitutes a "swap" within the meaning of section 1a(47) of the Commodity Exchange Act.

"***Swing Line Borrowing***" means a Borrowing of a Swing Line Loan pursuant to Section 2.04.

"***Swing Line Commitment***" means the commitment of each Swing Line Lender to make Swing Line Loans and issue Swing Line L/Cs in accordance with Section 2.04 initially up to the maximum amount set forth opposite each such Swing Line Lender's name in the table in Schedule I under the heading Swing Line Commitments, as such amounts may be changed from time to time by arrangements in writing between the Primary Borrower, the Administrative Agent and the applicable Swing Line Lender; provided that the aggregate of all Swing Line Commitments shall not exceed the Swing Line Sublimit.

"***Swing Line Conversion Notice***" has the meaning specified in Section 2.04(c).

"***Swing Line Facility***" means the revolving credit facility made available by the Swing Line Lenders pursuant to Section 2.04.

"***Swing Line L/C***" means a Letter of Credit issued by a Swing Line Lender.

"***Swing Line L/C Obligations***" means L/C Obligations relating to a Swing Line L/C.

"***Swing Line Lenders***" means each of RBC and BMO in their respective capacities as providers of Swing Line Loans, or any successor swing line lender hereunder; and "***Swing Line Lender***" means any one of them; provided that (i) the aggregate number of Swing Line Lenders hereunder shall not at any time exceed four Lenders, (ii) no Sanctioned Lender shall become a Swing Line Lender and (iii) any Swing Line Lender which becomes a Sanctioned Lender shall not make any new Borrowings or Rollovers or Conversions of any existing Swing Line Loans and shall resign as soon as it ceases to have any outstanding Swing Line Loans.

"***Swing Line Loan***" has the meaning specified in Section 2.04(a).

"***Swing Line Loan Notice***" means a notice of a Swing Line Borrowing pursuant to Section 2.04(b), which, if in writing, shall be substantially in the form of Exhibit B.

"***Swing Line Sublimit***" means an amount equal to the lesser of (a) $[redacted] and (b) the Aggregate Commitments. The Swing Line Sublimit is part of, and not in addition to, the Revolving Credit Facility and shall only be increased with the consent of all of the Lenders.

"***Taxes***" has the meaning specified in Section 3.01(a).

"***Term CORRA***" means, for any calculation with respect to a Term CORRA Loan or a Canadian Prime Rate Loan, the Term CORRA Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "***Periodic Term CORRA Determination Day***") that is two (2) Business Days prior to the first day of such Interest Period, as such rate is published by the Term CORRA Administrator; provided, however, that if as of 1:00 p.m. (Toronto time) on any Periodic Term CORRA Determination Day the Term CORRA Reference Rate for the applicable tenor has not been published by the Term CORRA Administrator and such Benchmark Replacement Date with respect to the Term CORRA Reference Rate has not occurred, then Term CORRA will be the Term CORRA Reference Rate for such tenor as published by the Term CORRA Administrator on the first preceding Business Day for which such Term CORRA Reference Rate for such tenor was published by the Term CORRA Administrator so long as such first preceding Business Day is not more than three (3) Business Days prior to such Periodic Term CORRA Determination Day. If such first preceding Business Day is more than three (3) Business Days prior to such Periodic Term CORRA Determination Day, Section 2.19(c) will apply.

"***Term CORRA Administrator***" means CanDeal Benchmark Administration Services Inc., TSX Inc., or any successor administrator of the Term CORRA Reference Rate.

"***Term CORRA Loan***" means a Loan that bears interest at a rate based on Adjusted Term CORRA other than pursuant to clause (b) of the definition of "Canadian Prime Rate", provided that if a Benchmark Transition Event has occurred with respect to the Term CORRA Reference Rate or the then current Benchmark Replacement thereof, then "Term CORRA Loan" means any loan made with reference to the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.19(d).

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

"***Term SOFR***" means, for any calculation with respect to a SOFR Loan or a U.S. Base Rate Loan, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (the "***Term SOFR Determination Day***") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Term SOFR Determination Day. If such first preceding U.S. Government Securities Business Day is more than three (3) U.S. Government Securities Business Days prior to such Term SOFR Determination Day, Section 2.19(c) will apply. If the Interest Period with respect to the applicable SOFR Loan is a SOFR Non-Standard Interest Period, then Term SOFR shall be the SOFR Interpolated Rate, and if the Term SOFR as so determined shall be less than the Floor on any day, then the Term SOFR shall be deemed to be the Floor for such day.

"***Term SOFR Administrator***" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its discretion, acting reasonably).

"***Term SOFR Determination Day***" has the meaning assigned to it under the definition of Term SOFR.

"***Term SOFR Reference Rate***" means the forward-looking term rate based on SOFR.

"***Threshold Amount***" means the greater of: (a) $[redacted] and (b) [redacted]% of Total Assets.

"***Total Assets***" means the total assets of the Primary Borrower as set forth on the consolidated balance sheet of the Primary Borrower on a consolidated basis as of the most recent period for which financial statements were required to have been delivered pursuant hereto, but excluding such funds as required pursuant to the last paragraph in the definition of "Indebtedness".

"***Total Outstandings***" means the aggregate Outstanding Amount of all Revolving Credit Loans, Swing Line Loans and L/C Obligations.

"***Total Syndicated Outstandings***" means the Total Outstandings minus the aggregate Outstanding Amount of all Swing Line Loans and Swing Line L/C Obligations.

"***Type***" means, with respect to a Loan, its character as a Canadian Prime Rate Loan, U.S. Base Rate Loan, Term CORRA Loan, Daily Compounded CORRA Loan or SOFR Loan.

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

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

"***Unadjusted Benchmark Replacement***" means the applicable Benchmark Replacement, excluding the related Benchmark Replacement Adjustment.

"***Uniform Commercial Code***" or "***UCC***" means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York; provided, however, that, in the event that, by reason of mandatory provisions of law, any of the attachment, perfection or priority of an applicable security interest or collateral item is governed by the Uniform Commercial Code as in effect from time to time in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

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

"***Unreimbursed Amount***" has the meaning specified in Section 2.03(c)(i).

"***Unrestricted Subsidiary***" means any Subsidiary of the Primary Borrower designated by the Primary Borrower as an Unrestricted Subsidiary pursuant to Section 2.20(c).

"***U.S. Base Rate***" means for any day a fluctuating rate *per annum* equal to the highest of (a) the Federal Funds Rate plus [redacted]% *per annum*, (b) the annual rate of interest announced from time to time by the Administrative Agent as being its reference rate then in effect for determining interest rates on U.S. Dollar denominated commercial loans made by the Administrative Agent in Canada and (c) Term SOFR for a one-month tenor in effect for the date of determination of the U.S. Base Rate plus [redacted]% *per annum*; provided that, (i) if all such rates are equal or if the Federal Funds Rate and the one-month Term SOFR are unavailable for any reason on the date of determination, the U.S. Base Rate shall be the rate specified in (b) above, and (ii) if the U.S. Base Rate as so determined would be less than the Floor on any day, the U.S. Base Rate will be deemed to be the Floor on such day for all purposes of this Agreement. Any change in such prime rate shall take effect at the opening of business on the day such change is effective.

"***U.S. Base Rate Loan***" means a Loan that bears interest based on the U.S. Base Rate.

"***U.S. Dollar***" and "***U.S. $***" mean lawful money of the United States.

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

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

1.02 Other Interpretive Provisions.

With reference to this Agreement and each other Loan Document, unless otherwise specified herein or in such other Loan Document:

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words "herein," "hereto," "hereof" and "hereunder" and words of similar import when used in any Loan Document shall refer to such Loan Document as a whole and not to any particular provision thereof.

(c) Unless otherwise stated, reference herein to a Schedule or Exhibit or to an Article, Section, paragraph or other subdivision is a reference to such Schedule or Exhibit to this Agreement or such Article, Section, paragraph or other subdivision of this Agreement.

(d) The terms "including" and "include" are by way of example and not limitation.

(e) The term "documents" includes any and all instruments, documents, agreements, certificates, notices, reports, financial statements and other writings, however evidenced, whether in physical or electronic form.

(f) In the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including"; the words "to" and "until" each mean "to but excluding"; and the word "through" means "to and including."

(g) Section headings herein and in the other Loan Documents are included for convenience of reference only and shall not affect the interpretation of this Agreement or any other Loan Document.

(h) If the whole or any portion of this Agreement or the application thereof to any circumstance will be held invalid or unenforceable to an extent that does not affect the operation of this Agreement in question in a fundamental way, the remainder of this Agreement, or its application to any circumstance other than that to which it has been held invalid or unenforceable, will not be affected thereby and will be valid and enforceable to the fullest extent permitted by applicable Law.

1.03 Accounting Terms.

(a) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data (including financial ratios and other financial calculations) required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP, as in effect for the period to which the Primary Borrower's financial statements relate, applied in a manner consistent with that used in preparing the Primary Borrower's financial statements, except as otherwise specifically prescribed herein.

(b) If at any time any change in GAAP or the application thereof would affect the computation of any financial ratio, basket or requirement set forth in any Loan Document, and any of the Primary Borrower, the Administrative Agent or the Required Lenders shall so request, the Administrative Agent and the Primary Borrower shall negotiate in good faith to amend such ratio, basket or requirement to preserve the original intent thereof in light of such change in GAAP or the application thereof (subject to the approval of the Required Lenders not to be unreasonably withheld, conditioned or delayed); provided that, until so amended, (i) such ratio, basket or requirement shall continue to be computed in accordance with GAAP or the application thereof prior to such change therein and (ii) the Primary Borrower shall provide to the Administrative Agent and the Lenders a written reconciliation in form and substance reasonably satisfactory to the Administrative Agent, between calculations of such ratio or requirement made before and after giving effect to such change in GAAP or the application thereof.

(c) Notwithstanding any other provision contained in the Loan Documents, for purposes of determining compliance with any covenant (including the computation of any financial ratio) contained herein, Indebtedness of the Primary Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof.

1.04 Rounding.

Any financial ratios required to be maintained by the Primary Borrower pursuant to Article VIII or the definition of "Applicable Rate" in Section 1.01 shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

1.05 References to Agreements and Laws.

Unless otherwise expressly provided herein, (a) references to Organization Documents, agreements (including the Loan Documents) and other contractual instruments shall be deemed to include all subsequent amendments, restatements, extensions, supplements and other modifications thereto, but only to the extent that such amendments, restatements, extensions, supplements and other modifications are permitted or not prohibited by any Loan Document; and (b) references to any Law are to such Law as such Law may be consolidated, amended, substituted, replaced, supplemented or re-enacted from time to time and shall include all statutory and regulatory provisions consolidating, amending, substituting, replacing, supplementing, re-enacting or interpreting such Law.

1.06 Times of Day.

Unless otherwise specified, all references herein to times of day shall be references to Toronto time (daylight or standard, as applicable).

1.07 Timing of Payment or Performance.

When the payment of any obligation or the performance of any covenant, duty or obligation is stated to be due or performance required on a day which is not a Business Day, the date of such payment (other than as specifically provided in Section 2.12 or as described in the definition of "Interest Period") or performance shall extend to the immediately succeeding Business Day.

1.08 Currency Equivalents Generally.

Any monetary amounts specified in this Agreement or any of the other Loan Documents shall be in Canadian Dollars unless otherwise specified and any amount in Canadian Dollars (whether specified or unspecified) shall also include the Canadian Dollar Equivalent of such amount in any other currency; provided that if any such baskets are exceeded solely as a result of fluctuations in applicable currency exchange rates after the last time such baskets were assessed, such baskets will not be deemed to have been exceeded solely as a result of such fluctuations in currency exchange rates if the Restricted Parties were in compliance with such baskets as of the most recently completed fiscal quarter of the Primary Borrower.

Wherever in this Agreement in connection with a Borrowing, Conversion, Rollover or prepayment of a SOFR Loan or the issuance, amendment or extension of a Letter of Credit, an amount, such as a required minimum or multiple amount, is expressed in Canadian Dollars, but such Borrowing, SOFR Loan or Letter of Credit is denominated in U.S. Dollars, such amount shall be the relevant Canadian Dollar Equivalent, as determined at such time by the Administrative Agent or the applicable L/C Issuer, as the case may be.

1.09 Letter of Credit Amounts.

Unless otherwise specified herein, the amount of a Letter of Credit at any time shall be deemed to be the stated amount of such Letter of Credit in effect at such time; provided, however, that with respect to any Letter of Credit that, by its terms or the terms of any Issuer Document related thereto, provides for one or more automatic increases in the stated amount thereof, the amount of such Letter of Credit shall be deemed to be the maximum stated amount of such Letter of Credit after giving effect to all such increases, whether or not such maximum stated amount is in effect at such time.

1.10 Incorporation of Schedules and Exhibits.

The schedules and exhibits attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it.

1.11 Time.

Time shall be of the essence of the Loan Documents.

1.12 Amendment and Restatement.

(a) On the Amendment and Restatement Date:

(i) the Existing Credit Agreement shall be and hereby is amended and restated in the form of this Agreement; and

(ii) all Obligations (as that term is defined in the Existing Credit Agreement) owing by the Loan Parties under the Existing Credit Agreement prior to the date hereof shall continue to be outstanding as Obligations of the Loan Parties hereunder.

(b) Notwithstanding the foregoing or any other term hereof, all of the covenants, representations and warranties on the part of the Loan Parties under the Existing Credit Agreement and all of the claims and causes of action arising against the Loan Parties in connection therewith, in respect of all matters, events, circumstances and obligations arising or existing prior to the date hereof shall continue, survive and shall not be merged in the execution of this Agreement or any other Loan Documents or any advance or provision of any Loan hereunder.

1.13 Amendment, Acknowledgement and Confirmation.

(a) The Primary Borrower has executed and delivered a Loan Party Guarantee in favour of the Administrative Agent, for and on behalf of the Guarantee Beneficiaries (the "**Primary Borrower Guarantee**").

(b) The Primary Borrower Guarantee is hereby amended as follows:

(i) the definition of "Consolidated Parties" therein is deleted in its entirety and replaced with the following inserted in proper alphabetical order:

""**Guaranteed Parties**" has the meaning ascribed thereto in the Credit Agreement.";

(ii) the definition of "Credit Agreement" therein is deemed instead to refer to this Agreement;

(iii) the definition of "Guaranteed Obligations" therein is amended in a manner consistent with the definition of "Obligations" hereunder; and

(iv) each reference to "Consolidated Parties" and "Consolidated Party" therein is deleted in its entirety and replaced with "Guaranteed Parties" and "Guaranteed Party" respectively.

(c) The Primary Borrower hereby:

(i) ratifies and confirms its obligations under the Primary Borrower Guarantee and confirms and agrees that the Primary Borrower Guarantee continues in full force and effect, in each case, except as expressly amended herein;

(ii) confirms and agrees that the Primary Borrower Guarantee is a legal, valid and binding obligation of the Primary Borrower enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, or similar statutes affecting the enforcement of creditors' rights generally and by general principles of equity; and

(iii) certifies and confirms that the representations and warranties in the Primary Borrower Guarantee continue to be true and correct in all material respects as if made on and as of the date hereof.

1.14 Interest Rates; Benchmark Notification.

The interest rate on a Loan may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event in respect of any Benchmark, Section 2.19(d) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to (a) the continuation of, the administration of, submission of, calculation of, performance of or any other matter related to any interest rate used in this Agreement (including U.S. Base Rate, SOFR, the Term SOFR Reference Rate, Term SOFR, Canadian Prime Rate, CORRA, Term CORRA or Daily Compounded CORRA) or any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative or successor rate thereto, or replacement rate thereof (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement) will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, U.S. Base Rate, SOFR, the Term SOFR Reference Rate, Term SOFR, Canadian Prime Rate, CORRA, Term CORRA or Daily Compounded CORRA or any other Benchmark (or any component thereof) prior to its discontinuance or unavailability or (b) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its Affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate (or component thereof) used in this Agreement or any alternative, successor or replacement rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to a Borrower. The Administrative Agent may select information sources or services in its discretion, acting reasonably, to ascertain any interest rate used in this Agreement, any component thereof, or rates referred to in the definition thereof or any other Benchmark, in each case pursuant to and in accordance with the terms of this Agreement, and shall have no liability to any Borrower, any Lender or any other Person for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or miscalculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE II
THE COMMITMENTS AND CREDIT EXTENSIONS

2.01 The Loans.

(a) Subject to the terms and conditions set forth herein and for the purposes set forth in Section 6.13, each Lender severally agrees to make loans, at any Borrower's election, in Canadian Dollars or U.S. Dollars (each such loan, a "***Revolving Credit Loan***"), to the applicable Borrower from time to time, on any Business Day until and excluding the Business Day preceding the Maturity Date applicable to such Lender, in an aggregate principal amount not to exceed at any time outstanding the amount of such Lender's Revolving Credit Commitment; provided, however, that after giving effect to any Revolving Credit Borrowing, (i) the Total Outstandings shall not exceed the Aggregate Commitments, and (ii) the aggregate Outstanding Amount of the Revolving Credit Loans of any Lender, plus such Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations, plus such Lender's Pro Rata Share of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Revolving Credit Commitment. Within the limits of each Lender's Revolving Credit Commitment, and subject to the other terms and conditions hereof, each Borrower may borrow under this Section 2.01, prepay under Section 2.05, and reborrow under this Section 2.01. Revolving Credit Loans made in Canadian Dollars may be in Canadian Prime Rate Loans or CORRA Loans and Revolving Credit Loans made in U.S. Dollars may be U.S. Base Rate Loans or SOFR Loans.

2.02 Borrowings, Conversions and Rollovers of Loans.

(a) Each Revolving Credit Borrowing, each Conversion of Loans and each Rollover of Loans, as applicable, shall be made upon a Borrower's notice, to the Administrative Agent. Each such notice must be in writing and must be received by the Administrative Agent not later than (i) 1:00 p.m. (Toronto time) two (2) Business Days prior to the requested date of any Borrowing of, Conversion to, or Rollover of, Benchmark Loans, (ii) one (1) Business Day prior to the requested date of any Borrowing of, or Conversion to, U.S. Base Rate Loans or Canadian Prime Rate Loans in a principal amount greater than $250,000,000, and (iii) 11:00 a.m. (Toronto time) on the requested date of any Borrowing of, or Conversion to, U.S. Base Rate Loans or Canadian Prime Rate Loans in a principal amount of up to $250,000,000; provided, however, that if a Borrower wishes to request Benchmark Loans having an Interest Period other than one, three or six months in duration as provided in the definition of "Interest Period," the applicable notice must be received by the Administrative Agent not later than 11:00 a.m. (Toronto time) two (2) Business Days prior to the requested date of such Borrowing, Conversion or Rollover, whereupon the Administrative Agent shall give prompt notice to the Appropriate Lenders of such request and determine whether the requested Interest Period is acceptable to all of them. Not later than 10:00 a.m. (Toronto time) three (3) Business Days before the requested date of such Borrowing, Conversion or Rollover, the Administrative Agent shall notify the applicable Borrower whether or not the requested Interest Period has been consented to by all the Appropriate Lenders. Each notice by a Borrower pursuant to this Section 2.02(a) shall be delivered by such Borrower to the Administrative Agent in the form of a written Committed Loan Notice, appropriately completed and signed by a Responsible Financial Officer of such Borrower. Each Borrowing of, Conversion to or continuation of a Benchmark Loan shall be in a principal amount of $3,000,000 or a whole multiple of $1,000,000 in excess thereof. Except as provided in Sections 2.03(c) and 2.04(c), each Borrowing of, or Conversion to, U.S. Base Rate Loans or Canadian Prime Rate Loans shall be in a principal amount of $1,000,000 or a whole multiple of $1,000,000 in excess thereof. Each Committed Loan Notice shall specify (i) whether a Borrower is requesting a Revolving Credit Borrowing, a Conversion or a Rollover, (ii) the requested date of the Borrowing, Conversion or Rollover, as the case may be (which shall be a Business Day), (iii) the principal amount of Loans to be borrowed, Converted or Rolled Over, (iv) the Type of Loans to be borrowed or to which existing Revolving Credit Loans are to be Converted, and (v) if applicable, the duration of the Interest Period with respect thereto. If a Borrower fails to specify a Type of Loan in a Committed Loan Notice or if such Borrower fails to give a timely notice requesting a Conversion or Rollover, then the applicable Revolving Credit Loans shall be (i) made as, or Converted to, Canadian Prime Rate Loans for Loans denominated in Canadian Dollars, and (ii) made as, or Converted to, U.S. Base Rate Loans for Loans denominated in U.S. Dollars. Any such automatic Conversion to U.S. Base Rate Loans or Canadian Prime Rate Loans, as applicable, shall be effective as of the last day of the Interest Period then in effect with respect to the applicable Benchmark Loans. If a Borrower requests a Borrowing of, Conversion to, or Rollover of Benchmark Loans in any such Committed Loan Notice, but fails to specify an Interest Period, it will be deemed to have specified an Interest Period of one (1) month.

(b) Notwithstanding anything to the contrary herein, a Swing Line Loan may not be Converted to a Benchmark Loan.

(c) Following receipt of a Committed Loan Notice, the Administrative Agent shall promptly notify each Appropriate Lender of the amount of its ratable share of the applicable Revolving Credit Loans, and if no timely notice of a Conversion or Rollover is provided by a Borrower, the Administrative Agent shall notify each Lender of the details of any automatic Conversion to U.S. Base Rate Loans or Canadian Prime Rate Loans, as applicable, described in Section 2.02(a). In the case of a Revolving Credit Borrowing, each Appropriate Lender shall make the amount of its Loan available to the Administrative Agent in immediately available funds at the Administrative Agent's Office not later than 1:00 p.m. (Toronto time) on the Business Day specified in the applicable Committed Loan Notice. Upon satisfaction of the applicable conditions set forth in Section 4.02 (and, if such Borrowing is on the Amendment and Restatement Date, Section 4.01), the Administrative Agent shall make all funds so received available to the applicable Borrower in like funds as received by the Administrative Agent either by (i) crediting the account of such Borrower on the books of the Administrative Agent with the amount of such funds or (ii) wire transfer of such funds, in each case in accordance with instructions provided to (and reasonably acceptable to) the Administrative Agent by such Borrower; provided, however, that if, on the date the Committed Loan Notice with respect to such Borrowing is given by such Borrower, there are L/C Borrowings outstanding, then the proceeds of such Borrowing shall be applied, first, to the payment in full of any such L/C Borrowings, and then to such Borrower as provided above.

(d) Except as otherwise provided herein, a Benchmark Loan may be Rolled Over or Converted only on the last day of an Interest Period for such Benchmark Loan unless a Borrower pays the amount due under Section 3.04 in connection therewith. During the existence of an Event of Default, at the election of the Administrative Agent or the Required Lenders, no Loans may be requested as, Converted to or Rolled Over as Benchmark Loans.

(e) The Administrative Agent shall promptly notify the applicable Borrower and the Appropriate Lenders of the interest rate applicable to any Interest Period for Benchmark Loans upon determination of such interest rate. The determination of Term SOFR, Adjusted Daily Compounded CORRA or Adjusted Term CORRA by the Administrative Agent shall be *prima facie* evidence thereof in the absence of manifest error.

(f) After giving effect to all Revolving Credit Borrowings, all Conversions of Revolving Credit Loans from one Type to the other, and all Rollovers of Revolving Credit Loans as the same Type, there shall not be more than ten (10) Interest Periods in effect for any Type of Benchmark Loan.

(g) A Conversion of a Loan from one currency to another currency may be made only by the repayment of such existing Loan in the same currency as such existing Loan and the request of a new Loan in another currency.

(h) The failure of any Lender to make the Loan to be made by it as part of any Borrowing shall not relieve any other Lender of its obligation, if any, hereunder to make its Loan on the date of such Borrowing, but no Lender shall be responsible for the failure of any other Lender to make the Loan to be made by such other Lender on the date of any Borrowing.

(i) Any Borrower may revoke any Request for Credit Extension at any time prior to the Revolving Credit Borrowing, Conversion, or Rollover requested thereunder, subject to payment of any losses, costs or expenses incurred and payable pursuant to Section 3.04.

2.03 Letters of Credit.

(a) The Letter of Credit Commitment.

(i) Subject to the terms and conditions set forth herein, (A) each L/C Issuer agrees, in reliance upon the agreements of the other Lenders set forth in this Section 2.03, (1) from time to time on any Business Day during the period from the Amendment and Restatement Date until the Letter of Credit Expiration Date, to issue Letters of Credit denominated in U.S. Dollars or in Canadian Dollars for the account of the Borrowers or any other Loan Party (provided, that the Primary Borrower hereby irrevocably agrees to be bound to reimburse the L/C Issuer for amounts drawn on any Letters of Credit issued for the account of any other Loan Parties) and to amend or Rollover Letters of Credit previously issued by it, in accordance with Section 2.03(b), and (2) to honor drafts under the Letters of Credit; and (B) the Lenders severally agree to participate in Fronted L/Cs issued for the account of such Loan Party; provided, that no L/C Issuer shall be obligated to make any L/C Credit Extension with respect to any Letter of Credit, and no Lender shall be obligated to participate in any Letter of Credit if as of the date of such L/C Credit Extension, (1) the Total Outstandings would exceed the Aggregate Commitments, (2) the aggregate Outstanding Amount of the Revolving Credit Loans of any Lender, plus such Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations, plus such Lender's Pro Rata Share of the Outstanding Amount of all Swing Line Loans would exceed such Lender's Revolving Credit Commitment, (3) the Outstanding Amount of the L/C Obligations would exceed the Letter of Credit Sublimit, (4) the aggregate Outstanding Amount of all of Fronted L/Cs issued by a Fronting Lender would exceed its Fronted L/C Commitment, or (5) the aggregate Outstanding Amount of all Swing Line L/Cs issued by a Swing Line Lender together with the Outstanding Amount of all other Swing Line Loans provided by such Swing Line Lender would exceed its Swing Line Commitment. Within the foregoing limits, and subject to the terms and conditions hereof, the Borrowers' ability to obtain

Letters of Credit shall be fully revolving, and accordingly the Borrowers may, during the foregoing period, obtain Letters of Credit to replace Letters of Credit that have expired or that have been drawn upon and reimbursed.

(ii) No L/C Issuer shall be under any obligation to issue any Letter of Credit if:

(A) any order, judgment or decree of any Governmental Authority or arbitrator shall by its terms purport to enjoin or restrain such L/C Issuer from issuing such Letter of Credit, or any Law applicable to such L/C Issuer or any request or directive (whether or not having the force of law) from any Governmental Authority with jurisdiction over such L/C Issuer shall prohibit, or request that such L/C Issuer refrain from, the issuance of letters of credit generally or such Letter of Credit in particular or shall impose upon such L/C Issuer with respect to such Letter of Credit any restriction, reserve or capital requirement (for which such L/C Issuer is not otherwise compensated hereunder) not in effect on the Amendment and Restatement Date, or shall impose upon such L/C Issuer any unreimbursed loss, cost or expense which was not applicable on the Amendment and Restatement Date and which, in each case, such L/C Issuer in good faith deems material to it;

(B) the expiry date of such requested Letter of Credit would occur after the Letter of Credit Expiration Date, unless all the Appropriate Lenders have approved such expiry date;

(C) the issuance of such Letter of Credit would violate one or more policies of such L/C Issuer in place at the time of such request; or

(D) any Lender is at that time a Defaulting Lender, unless such L/C Issuer has entered into arrangements, including reallocation of the Defaulting Lender's Pro Rata Share of the outstanding L/C Obligations applicable pursuant to Section 2.17(a)(iv) or the delivery of Cash Collateral, satisfactory to the L/C Issuer (in its sole discretion), with the applicable Borrower or such Defaulting Lender to eliminate the L/C Issuer's actual or potential Fronting Exposure (after giving effect to Section 2.17(a)(iv)) with respect to such Defaulting Lender arising from either the Letter of Credit then proposed to be issued or that Letter of Credit and all other L/C Obligations as to which the L/C Issuer has actual or potential Fronting Exposure, as it may elect in its sole discretion.

(iii) No L/C Issuer shall be under any obligation to amend any Letter of Credit if (A) such L/C Issuer would have no obligation at such time to issue such Letter of Credit in its amended form under the terms hereof, or (B) the beneficiary of such Letter of Credit does not accept the proposed amendment to such Letter of Credit.

(iv) Each L/C Issuer shall act on behalf of the Appropriate Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and each L/C Issuer shall have all of the benefits and immunities (A) provided to the Administrative Agent in Article X with respect to any acts taken or omissions suffered by such L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and Issuer Documents pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in Article X included each L/C Issuer with respect to such acts or omissions, and (B) as additionally provided herein with respect to each L/C Issuer.

(v) It is agreed that, in the case of a commercial Letter of Credit, such commercial Letter of Credit shall in no event provide for time drafts or bankers' acceptances.

(b) Procedures for Issuance, Conversion and Amendment of Letters of Credit; Auto-Renewal Letters of Credit.

(i) Each Letter of Credit shall be issued or amended, as the case may be, upon the request of a Borrower delivered to the applicable L/C Issuer (with a copy to the Administrative Agent) in the form of a Letter of Credit Application, appropriately completed and signed by a Responsible Financial Officer of such Borrower. Such Letter of Credit Application must be received by the applicable L/C Issuer and the Administrative Agent not later than 11:00 a.m. (Toronto time) at least two (2) Business Days (or such shorter period as such L/C Issuer and the Administrative Agent may agree in a particular instance in their sole discretion) prior to the proposed issuance date or date of amendment, as the case may be. In the case of a request for an initial issuance of a Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the applicable L/C Issuer: (A) the proposed issuance date of the requested Letter of Credit (which shall be a Business Day); (B) the amount thereof (including the specification of currency); (C) the expiry date thereof; (D) the name and address of the beneficiary thereof; (E) the documents to be presented by such beneficiary in case of any drawing thereunder; (F) the full text of any certificate to be presented by such beneficiary in case of any drawing thereunder; (G) whether the Letter of Credit is a Fronted L/C or a Swing Line L/C; and (H) such other matters as the applicable L/C Issuer may reasonably request. In the case of a request for an amendment of any outstanding Letter of Credit, such Letter of Credit Application shall specify in form and detail reasonably satisfactory to the applicable L/C Issuer (1) the Letter of Credit to be amended; (2) the proposed date of amendment thereof (which shall be a Business Day); (3) the nature of the proposed amendment; and (4) such other matters as the applicable L/C Issuer may reasonably request.

(ii) Promptly after receipt of any Letter of Credit Application, the applicable L/C Issuer will confirm with the Administrative Agent that the Administrative Agent has received a copy of such Letter of Credit Application from the applicable Borrower and, if not, such L/C Issuer will provide the Administrative Agent with a copy thereof. Upon receipt by such L/C Issuer of confirmation from the Administrative Agent that the requested issuance or amendment is permitted in accordance with the terms hereof, then, subject to the terms and conditions hereof, such L/C Issuer shall, on the requested date, issue a Letter of Credit for the account of the applicable Borrower or enter into the applicable amendment, as the case may be. Immediately upon the issuance of each Fronted L/C, each Lender shall be deemed to, and hereby irrevocably and unconditionally agrees to, purchase from the applicable L/C Issuer a risk participation in such Letter of Credit in an amount equal to the product of such Lender's Pro Rata Share times the amount of such Letter of Credit.

(iii) If a Borrower so requests in any applicable Letter of Credit Application, the applicable L/C Issuer may, in its sole and absolute discretion, agree to issue a Letter of Credit that has automatic renewal provisions (each, an "***Auto-Renewal Letter of Credit***"); provided that any such Auto-Renewal Letter of Credit must permit such L/C Issuer to prevent any such renewal at least once in each twelve-month period (or, in the case of trade Letters of Credit, at least once in each 364-day period) (commencing with the date of issuance of such Letter of Credit) by giving prior notice to the beneficiary thereof not later than a day (the "***Nonrenewal Notice Date***") in each such twelve-month period (or 364-day period, as applicable) to be agreed upon at the time such Letter of Credit is issued. Notwithstanding any provision to the contrary contained herein, the applicable Borrower shall not be required to deliver any Letter of Credit Application or other notice or request in respect of such renewal. Once an Auto-Renewal Letter of Credit has been issued, the Lenders shall be deemed to have authorized (but may not require) the applicable L/C Issuer to permit the renewal of such Letter of Credit at any time to an expiry date not later than the Letter of Credit Expiration Date; provided, however, that such L/C Issuer shall not permit any such renewal if such L/C Issuer has determined that it would have no obligation at such time to issue such Letter of Credit in its renewed form under the terms hereof (by reason of the provisions of Section 2.03(a)(ii) or otherwise).

(iv) Promptly after its delivery of any Letter of Credit or any amendment to a Letter of Credit to an advising bank with respect thereto or to the beneficiary thereof, the applicable L/C Issuer will also deliver to the applicable Borrower and the Administrative Agent a true and complete copy of such Letter of Credit or amendment, and (in the case of a Fronted L/C) the Administrative Agent shall notify each Lender of such issuance or amendment and the amount of such Lender's Pro Rata Share therein and, upon a specific request by any Lender, furnish to such Lender a copy of such Letter of Credit or amendment.

(v) Notwithstanding any provision to the contrary contained herein, each applicable Borrower shall be entitled to Convert a Fronted L/C to a Swing Line L/C (or vice versa); provided that:

(A) such Letter of Credit must be issued by the same Lender which acts as both the Fronting Lender and the Swing Line Lender with respect to such Letter of Credit;

(B) such Conversion shall be deemed to be a return of such Letter of Credit for cancellation under (1) the Revolving Credit Facility (if such Letter of Credit was originally issued as a Fronted L/C) or (2) the Swing Line Facility (if such Letter of Credit was originally issued as a Swing Line L/C);

(C) such Conversion shall be deemed to be a new Borrowing under (1) the Revolving Credit Facility (if such Letter of Credit is being Converted to a Fronted L/C) or (2) the Swing Line Facility (if such Letter of Credit is being Converted to a Swing Line L/C) and such Borrower shall be required to comply with all conditions precedent and other conditions which apply to such new Borrowing; and

(D) a Letter of Credit may only be so Converted once every calendar quarter (unless agreed otherwise by the Administrative Agent and the applicable Swing Line Lender).

(vi) Notwithstanding any provision to the contrary contained herein, each applicable Borrower shall be entitled to (A) transfer any outstanding Fronted L/C or Swing Line L/C to any Bilateral Facility provided that (x) the applicable lender under such Bilateral Facility consents to such transfer and (y) such Borrower executes such transfer documentation as may be requested by the Administrative Agent, acting reasonably, or (B) transfer any outstanding letter of credit issued under any Bilateral Facility to the credit facility established hereunder (whereupon such transferred letter of credit will be deemed to be a Fronted L/C or Swing Line L/C, as applicable, issued by the applicable L/C Issuer, in each case, as selected by such Borrower) provided that (x) such Borrower complies with all conditions precedent and other conditions which apply to such new L/C Borrowing, (y) such Borrower executes such transfer documentation as may be requested by the

Administrative Agent, acting reasonably, and (z) such transferred letter of credit, together with all other then outstanding Letters of Credit issued by a L/C Issuer, are in aggregate less than such L/C Issuer's Fronted L/C Commitment or Swing Line Commitment, as applicable. Unless agreed otherwise by the Administrative Agent, such Borrower will only be permitted to elect to make the transfers described in clauses (A) and (B) above one time in each calendar quarter; provided that if any Bilateral Facility is terminated, such Borrower will be permitted to elect to make the transfers described in clause (B) above in respect of any Letters of Credit issued under such Bilateral Facility notwithstanding whether such foregoing limitation would be exceeded.

(c) Drawings and Reimbursements; Funding of Participations.

(i) Upon receipt from the beneficiary of any Letter of Credit of any notice of a drawing under such Letter of Credit, the applicable L/C Issuer shall promptly notify the applicable Borrower and the Administrative Agent thereof. If such L/C Issuer notifies the applicable Borrower of such payment prior to 12:00 noon (Toronto time) on the date of any payment by such L/C Issuer under a Letter of Credit (each such date, an "***Honor Date***"), such Borrower shall reimburse such L/C Issuer through the Administrative Agent (in the case of a Fronted L/C) or directly (in the case of a Swing Line L/C) in an amount equal to the amount of such drawing; provided that if such notice is not provided to such Borrower prior to 12:00 noon (Toronto time) on the Honor Date, then such Borrower shall reimburse such L/C Issuer through the Administrative Agent (in the case of a Fronted L/C) or directly (in the case of a Swing Line L/C) in an amount equal to the amount of such drawing on the next succeeding Business Day and such extension of time shall be reflected in computing fees in respect of any such Letter of Credit. If the applicable Borrower fails to so reimburse such L/C Issuer by such time, such Borrower shall be deemed to have effected a Conversion of such Letter of Credit to U.S. Base Rate Loans (in the case of a Letter of Credit denominated in U.S. Dollars) or Canadian Prime Rate Loans (in the case of a Letter of Credit denominated in Canadian Dollars), to be disbursed on the Honor Date in an amount equal to unreimbursed drawing (the "***Unreimbursed Amount***"), without regard to the minimum and multiples specified in Section 2.02 or whether there is compliance with any of the conditions set forth in Section 4.02. Such deemed Conversion shall be to a Revolving Credit Loan (in the case of a Fronted L/C) or a Swing Line Loan (in the case of a Swing Line L/C). In the case of a Fronted L/C, the Administrative Agent shall promptly notify each Lender of the Honor Date, the Unreimbursed Amount, and the amount of such Lender's Pro Rata Share thereof. Any notice given by an L/C Issuer or the Administrative Agent pursuant to this Section 2.03(c)(i) may be given by telephone if immediately confirmed in writing; provided, that the lack of such an immediate confirmation shall not affect the conclusiveness or binding effect of such notice.

(ii) Each Lender (including each Lender acting as an L/C Issuer), subject to Section 2.04 in the case of Swing Line L/Cs, shall upon any notice pursuant to Section 2.03(c)(i) make funds available (and the Administrative Agent may apply Cash Collateral provided for this purpose) for the account of the applicable L/C Issuer at the Administrative Agent's Office in an amount equal to its Pro Rata Share of the Unreimbursed Amount not later than 3:00 p.m. (Toronto time) on the Business Day specified in such notice by the Administrative Agent, whereupon each Lender that so makes funds available shall be deemed to have made a U.S. Base Rate Loan (in the case of a Letter of Credit denominated in U.S. Dollars) or a Canadian Prime Rate Loan (in the case of a Letter of Credit denominated in Canadian Dollars), to the applicable Borrower in such amount. The Administrative Agent shall remit the funds so received to the applicable L/C Issuer.

(iii) Until each Lender funds its Revolving Credit Loan pursuant to this Section 2.03(c) to reimburse the applicable L/C Issuer for any amount drawn under any Letter of Credit, interest in respect of such Lender's Pro Rata Share of such amount shall be solely for the account of such L/C Issuer.

(iv) Each Lender's obligation to make Revolving Credit Loans to reimburse the applicable L/C Issuer for amounts drawn under Letters of Credit, as contemplated by this Section 2.03(c), shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against such L/C Issuer, any Borrower or any other Person for any reason whatsoever; (B) the occurrence or continuance of a Default or Event of Default, (C) non-compliance with any of the conditions set forth in Section 4.02 or (D) any other occurrence, event or condition, whether or not similar to any of the foregoing. No such making of a Revolving Credit Borrowing shall relieve or otherwise impair the obligation of the Borrowers to reimburse the applicable L/C Issuer for the amount of any payment made by the applicable L/C Issuer under any Letter of Credit, together with interest as provided herein.

(v) If any Lender fails to make available to the Administrative Agent for the account of the applicable L/C Issuer any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.03(c) by the time specified in Section 2.03(c)(ii), then, without limiting the other provisions of this Agreement, such L/C Issuer shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such L/C Issuer at a rate *per annum* equal to the greater of the Federal Funds Rate from time to time in effect and a rate reasonably determined by such L/C Issuer in accordance with banking industry rules on interbank compensation, plus any reasonable administrative, processing or similar fees customarily charged by such L/C Issuer in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's Loan included in the relevant Borrowing in respect of the relevant L/C Borrowing, as the case may be. A certificate of the applicable L/C Issuer submitted to any Lender (through the Administrative Agent) with respect to any amounts owing under this Section 2.03(c)(v) shall be conclusive absent manifest error.

(d) Repayment of Participations.

(i) If, at any time after an L/C Issuer has made a payment under any Fronted L/C issued by it and has received from any Lender such Lender's Pro Rata Share of any Revolving Credit Loan in respect of such payment in accordance with Section 2.03(c), if the Administrative Agent receives for the account of such L/C Issuer any payment in respect of the related Unreimbursed Amount or interest thereon (whether directly from the Borrowers or otherwise, including proceeds of Cash Collateral applied thereto by the Administrative Agent), the Administrative Agent will distribute to such Lender its Pro Rata Share thereof (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's Revolving Credit Loan was outstanding) in the same funds as those received by the Administrative Agent.

(ii) If any payment received by the Administrative Agent for the account of an L/C Issuer pursuant to Section 2.03(c)(i) is required to be returned under any of the circumstances described in Section 11.06 (including pursuant to any settlement entered into by such L/C

Issuer in its discretion), each Lender shall pay to the Administrative Agent for the account of such L/C Issuer its Pro Rata Share thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned by such Lender, at a rate *per annum* equal to the Federal Funds Rate from time to time in effect. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Obligations Absolute. The obligation of the Borrowers to reimburse the applicable L/C Issuer for each drawing under each Letter of Credit and to repay each L/C Borrowing shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances, including the following:

(i) any lack of validity or enforceability of such Letter of Credit, this Agreement, or any other agreement or instrument relating thereto;

(ii) the existence of any claim, counterclaim, setoff, defense or other right that any Borrower may have at any time against any beneficiary or any transferee of such Letter of Credit (or any Person for whom any such beneficiary or any such transferee may be acting), the applicable L/C Issuer or any other Person, whether in connection with this Agreement, the transactions contemplated hereby or by such Letter of Credit or any agreement or instrument relating thereto, or any unrelated transaction;

(iii) any draft, demand, certificate or other document presented under such Letter of Credit proving to be forged, fraudulent, invalid or insufficient in any respect or any statement therein being untrue or inaccurate in any respect; or any loss or delay in the transmission or otherwise of any document required in order to make a drawing under such Letter of Credit;

(iv) any payment by the applicable L/C Issuer under such Letter of Credit against presentation of a draft or certificate that does not strictly comply with the terms of such Letter of Credit; or any payment made by the applicable L/C Issuer under such Letter of Credit to any Person purporting to be a trustee in bankruptcy, debtor-in-possession, assignee for the benefit of creditors, liquidator, receiver or other representative of or successor to any beneficiary or any transferee of such Letter of Credit, including any arising in connection with any proceeding under any Debtor Relief Law;

(v) any exchange, release or nonperfection of any collateral, or any release or amendment or waiver of or consent to departure from any Loan Party Guarantee or any other Guarantee, for all or any of the Obligations of the Borrowers in respect of such Letter of Credit; or

(vi) any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, including any other circumstance that might otherwise constitute a defense available to, or a discharge of, the Borrowers.

The applicable Borrower shall promptly examine a copy of each Letter of Credit and each amendment thereto that is delivered to it and, in the event of any claim of noncompliance with such Borrower's instructions or other irregularity, such Borrower will promptly notify the applicable L/C Issuer. The Borrowers shall be conclusively deemed to have waived any such claim against any L/C Issuer and its correspondents unless such notice is given as aforesaid.

(f) Role of L/C Issuer. Each Appropriate Lender and the Borrowers agree that, in paying any drawing under a Letter of Credit, the applicable L/C Issuer shall not have any responsibility to obtain any document (other than any sight draft, certificates and documents expressly required by the Letter of Credit) or to ascertain or inquire as to the validity or accuracy of any such document or the authority of the Person executing or delivering any such document. None of the applicable L/C Issuer, any Agent-Related Person nor any of the respective correspondents, participants or assignees of the applicable L/C Issuer shall be liable to any Lender for (i) any action taken or omitted in connection herewith at the request or with the approval of the Lenders or the Required Lenders as applicable; (ii) any action taken or omitted by it in the absence of its gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction; or (iii) the due execution, effectiveness, validity or enforceability of any document or instrument related to any Letter of Credit or Letter of Credit Application. Each Borrower hereby assumes all risks of the acts or omissions of any beneficiary or transferee with respect to its use of any Letter of Credit; provided, however, that this assumption is not intended to, and shall not, preclude such Borrower's pursuing such rights and remedies as it may have against the beneficiary or transferee at law or under any other agreement. None of the applicable L/C Issuer, any Agent-Related Person, nor any of the respective correspondents, participants or assignees of such L/C Issuer, shall be liable or responsible for any of the matters described in clauses (i) through (v) of Section 2.03(e); provided, however, that anything in such clauses to the contrary notwithstanding, such Borrower may have a claim against such L/C Issuer, and such L/C Issuer may be liable to such Borrower, to the extent, but only to the extent, of any direct, as opposed to indirect, special, punitive, consequential or exemplary, damages suffered by such Borrower which a court of competent jurisdiction determines in a final non-appealable judgment were caused by such L/C Issuer's willful misconduct or gross negligence or such L/C Issuer's willful or grossly negligent failure to pay under any Letter of Credit after the presentation to it by the beneficiary of a sight draft and certificate(s) strictly complying with the terms and conditions of a Letter of Credit. In furtherance and not in limitation of the foregoing, the applicable L/C Issuer may accept documents that appear on their face to be in order, without responsibility for further investigation, regardless of any notice or information to the contrary, and such L/C Issuer shall not be responsible for the validity or sufficiency of any instrument transferring or assigning or purporting to transfer or assign a Letter of Credit or the rights or benefits thereunder or proceeds thereof, in whole or in part, which may prove to be invalid or ineffective for any reason.

(g) Applicability of ISP98 and UCP. Unless otherwise expressly agreed by the applicable L/C Issuer and the applicable Borrower when a Letter of Credit is issued, (i) the rules of the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice (or such later version thereof as may be in effect at the time of issuance) shall apply to each standby Letter of Credit, and (ii) the rules of the Uniform Customs and Practice for Documentary Credits, as most recently published by the International Chamber of Commerce (the "***ICC***") at the time of issuance shall apply to each commercial Letter of Credit.

(h) Letter of Credit Fees. In the case of Fronted L/Cs, the applicable Borrower shall pay to the Administrative Agent for the account of each Lender in accordance with its Pro Rata Share, a Letter of Credit fee (the "***Letter of Credit Fee***") for each Fronted L/C issued at the request of such Borrower equal to the Applicable Rate then in effect multiplied by the daily maximum amount then available to be drawn under such Letter of Credit (whether or not such maximum amount is then in effect under such Letter of Credit if such maximum amount increases periodically pursuant to the terms of such Letter of Credit); provided, however, that any Letter of Credit Fees otherwise payable for the account of a Defaulting Lender with respect to any Letter of Credit as to which such Defaulting Lender has not provided Cash Collateral satisfactory to the L/C Issuer pursuant to this Section 2.03 shall be payable, to the maximum extent permitted by applicable Law, to the other

Lenders in accordance with the upward adjustments in their respective Pro Rata Shares allocable to such Letter of Credit pursuant to Section 2.17(a)(iv), with the balance of such fee, if any, payable to the L/C Issuer for its own account. In the case of Swing Line L/Cs, the applicable Borrower shall pay to the applicable Swing Line Lender for its own account a Letter of Credit Fee for each Swing Line L/C issued at the request of such Borrower equal to the Applicable Rate then in effect multiplied by the daily maximum amount then available to be drawn under such Letter of Credit (whether or not such maximum amount is then in effect under such Letter of Credit if such maximum amount increases periodically pursuant to the terms of such Letter of Credit). Such Letter of Credit Fees shall be computed on a quarterly basis in arrears. Such letter of credit fees shall be due and payable on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the issuance of such Letter of Credit, on the Letter of Credit Expiration Date and thereafter on demand. If there is any change in the Applicable Rate during any quarter, the daily maximum amount of each Letter of Credit shall be computed and multiplied by the Applicable Rate separately for each period during such quarter that such Applicable Rate was in effect.

(i) Fronting Fee and Documentary and Processing Charges Payable to an Issuing Lender. The applicable Borrower shall pay directly to the Fronting Lender for its own account a fronting fee at a rate to be agreed upon in writing by such Borrower and each of the Fronting Lenders on or before each anniversary of the Amendment and Restatement Date, which shall be computed on the daily amount available to be drawn under such Fronted L/C and paid on a quarterly basis in arrears. Such fronting fee shall be due and payable on the last Business Day of each March, June, September and December in respect of the quarterly period then ending (or portion thereof, in the case of the first payment), commencing with the first such date to occur after the issuance of such Fronted L/C, on the Letter of Credit Expiration Date and thereafter on demand. For purposes of computing the daily amount available to be drawn under any Fronted L/C, the amount of such Fronted L/C shall be determined in accordance with Section 1.09. In addition, the applicable Borrower shall pay directly to the applicable L/C Issuer for its own account the customary issuance, presentation, amendment and other processing fees, and other standard costs and charges, of such L/C Issuer relating to letters of credit as from time to time in effect. Such customary fees and standard costs and charges are due and payable within five (5) Business Days of demand and are nonrefundable.

(j) Applicant Under Letter of Credit. If any Borrower so requests in any applicable Letter of Credit Application, any Consolidated Party that is not a Borrower may be named as the applicant in the applicable Letter of Credit; provided that (i) such Borrower shall remain fully liable for all fees and reimbursement obligations in respect of such Letter of Credit, (ii) such Borrower agrees that such other Consolidated Party shall have no rights against the L/C Issuer, the Administrative Agent or any Lender, (iii) such Borrower shall have sole right to give instructions and make agreements with respect to such Letter of Credit, and the disposition of documents related thereto, (iv) such Borrower shall have all powers and rights in respect of any security arising in connection with such Letter of Credit and the transaction related thereto and (v) the L/C Issuer shall have received all such information as is required to comply with any applicable "know your client" requirements and AML Legislation with respect to any such applicant that is not a Borrower.

(k) Conflict with Letter of Credit Application. In the event of any conflict between the terms hereof and the terms of any Letter of Credit Application, the terms hereof shall control.

(l) Revocation of Request for Credit Extension. Any Borrower may revoke any Request for Credit Extension at any time prior to the issuance of the Letter of Credit requested thereunder, subject to payment of any losses, costs or expenses incurred and payable pursuant to Section 3.04.

2.04 Swing Line Loans.

(a) The Swing Line. Subject to the terms and conditions set forth herein, each Swing Line Lender, in reliance upon the agreements of the other Lenders set forth in this Section 2.04, shall make loans in U.S. Dollars and Canadian Dollars (including, in the case of Swing Line Lenders who are also Overdraft Lenders, by way of Overdraft Accommodations) (each such loan, a "***Swing Line Loan***") to each Borrower from time to time, or issue Swing Line L/Cs for the account of such Borrower, on any Business Day until the Maturity Date (or the Letter of Credit Expiration Date in the case of a Swing Line L/C) in an aggregate amount for all Swing Line Loans and Swing Line L/Cs made or issued by such Swing Line Lender not to exceed at any time its Swing Line Commitment; provided, however, that after giving effect to any Swing Line Loan or Swing Line L/C, (i) the Total Outstandings shall not exceed the Aggregate Commitments, (ii) such Swing Line Loan or Swing Line L/C, plus the Outstanding Amount of all other Swing Line Loans and Swing Line L/Cs made or issued by the applicable Swing Line Lender plus such Swing Line Lender's Pro Rata Share of the Outstanding Amount of all Loans and L/C Obligations (other than Swing Line Loans and Swing Line L/Cs made or issued by such Swing Line Lender) shall not exceed the amount of such Lender's Revolving Credit Commitment, and (iii) the aggregate Outstanding Amount of the Revolving Credit Loans of any Lender, plus such Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations, plus such Lender's Pro Rata Share of the Outstanding Amount of all Swing Line Loans shall not exceed such Lender's Revolving Credit Commitment. Within the foregoing limits, and subject to the other terms and conditions hereof, any Borrower may borrow under this Section 2.04, prepay under Section 2.05, and reborrow under this Section 2.04. Each Swing Line Loan shall bear interest at a rate based on the U.S. Base Rate or the Canadian Prime Rate, as applicable, or in the case of a Swing Line L/C, a Letter of Credit Fee shall be payable to the Swing Line Lender for its sole account until the Swing Line L/C is refinanced in accordance with Section 2.04(c).

(b) Borrowing Procedures. Each Swing Line Borrowing (other than a Swing Line L/C which requires notice in accordance with Section 2.03(b) and an Overdraft Accommodation which does not require any notice) shall be made upon the applicable Borrower's notice to the applicable Swing Line Lender and the Administrative Agent. Each such notice shall be in writing and must be received by the applicable Swing Line Lender and the Administrative Agent not later than 1:00 p.m. (Toronto time) on the requested borrowing date, and shall specify (i) the amount to be borrowed, which shall be a minimum of $100,000 or a whole multiple of $100,000 in excess thereof, and (ii) the requested borrowing date, which shall be a Business Day. Except as aforesaid, the applicable Borrower shall deliver to the applicable Swing Line Lender and the Administrative Agent a written Swing Line Loan Notice, appropriately completed and signed by a Responsible Financial Officer of such Borrower. Promptly after receipt by a Swing Line Lender of any Swing Line Loan Notice, such Swing Line Lender will confirm with the Administrative Agent that the Administrative Agent has also received such Swing Line Loan Notice and, if not, such Swing Line Lender will notify the Administrative Agent of the contents thereof. Unless such Swing Line Lender has received notice from the Administrative Agent (including at the request of any Lender) prior to 2:00 p.m. (Toronto time) on the date of the proposed Swing Line Borrowing (A) directing such Swing Line Lender not to make such Swing Line Loan or issue such Swing Line L/C as a result of the limitations set forth in the first proviso to the first sentence of Section 2.04(a), or (B) that one or more of the applicable conditions specified in Article IV is not then satisfied, then, subject to the terms and conditions hereof, such Swing Line Lender will, not later than 3:00 p.m. (Toronto time) on the borrowing date specified in such Swing Line Loan Notice, make such Swing Line Loan or Swing Line L/C available to the applicable Borrower.

(c) Refinancing of Swing Line Loans and Swing Line L/Cs.

(i) After the occurrence and during the continuance of an Event of Default, and effective on the day of notice to that effect to the Administrative Agent from any Swing Line Lender (a "***Swing Line Conversion Notice***"), the applicable Borrower shall be deemed to have requested and each Lender shall make a Revolving Credit Loan that is a U.S. Base Rate Loan and/or a Canadian Prime Rate Loan, as applicable, in an amount equal to such Lender's Pro Rata Share of the amount of all outstanding Swing Line Loans made by such Swing Line Lender (including all accrued and unpaid interest in respect thereof and all accrued and unpaid Letter of Credit Fees in respect of all outstanding Swing Line L/Cs issued by such Swing Line Lender) and all outstanding Swing Line L/Cs issued by such Swing Line Lender shall be deemed to be Fronted L/Cs, in each case without regard to the minimum and multiples specified in Section 2.02 or whether there is compliance with any of the conditions set forth in Section 4.02 and irrespective of the Fronted L/C Commitments of the applicable Swing Line Lenders. Each Swing Line Lender shall furnish the applicable Borrower with a copy of its Swing Line Conversion Notice promptly after delivering such notice to the Administrative Agent. Each Lender shall make an amount equal to its Pro Rata Share of the amount specified in such Swing Line Conversion Notice available to the Administrative Agent in immediately available funds (and the Administrative Agent may apply Cash Collateral available with respect to the applicable Swing Line Loan) for the account of the applicable Swing Line Lender at the Administrative Agent's Office not later than 1:00 p.m. (Toronto time) on the day specified in such Swing Line Conversion Notice, whereupon, subject to Section 2.04(c)(ii), each Lender that so makes funds available shall be deemed to have made a Revolving Credit Loan that is a U.S. Base Rate Loan or a Canadian Prime Rate Loan, as applicable, to the applicable Borrower in such amount and such Swing Line Loan shall be deemed to be paid in full. The Administrative Agent shall remit the funds so received to the applicable Swing Line Lender.

(ii) If for any reason any Swing Line Loan cannot be refinanced by such a Revolving Credit Borrowing in accordance with Section 2.04(c)(i), the request for U.S. Base Rate Loans or Canadian Prime Rate Loans, as applicable, submitted by a Swing Line Lender as set forth herein shall be deemed to be a request by such Swing Line Lender that each of the Lenders fund its risk participation in the relevant Swing Line Loan and each Lender's payment to the Administrative Agent for the account of such Swing Line Lender pursuant to Section 2.04(c)(i) shall be deemed payment in respect of such participation.

(iii) If any Lender fails to make available to the Administrative Agent for the account of a Swing Line Lender any amount required to be paid by such Lender pursuant to the foregoing provisions of this Section 2.04(c) by the time specified in Section 2.04(c)(i), such Swing Line Lender shall be entitled to recover from such Lender (acting through the Administrative Agent), on demand, such amount with interest thereon for the period from the date such payment is required to the date on which such payment is immediately available to such Swing Line Lender at a rate *per annum* equal to the greater of the Federal Funds Rate from time to time in effect in the case of U.S. Base Rate Loans and the Canadian Prime Rate from time to time in effect in the case of Canadian Prime Rate Loans and a rate reasonably determined by such Swing Line Lender in accordance with banking industry rules on interbank compensation, plus any reasonable administrative, processing or similar fees customarily charged by such Swing Line Lender in connection with the foregoing. If such Lender pays such amount (with interest and fees as aforesaid), the amount so paid shall constitute such Lender's committed Loan included in the relevant committed Borrowing or funded participation in the relevant Swing Line Loan, as the case may be. A certificate of a Swing Line Lender submitted to any Lender (through the Administrative

Agent) with respect to any amounts owing under this clause (iii) shall be conclusive absent manifest error.

(iv) Each Lender's obligation to make Revolving Credit Loans (including to reimburse the applicable Swing Line Lender for amounts drawn under any Swing Line L/Cs that are deemed to be Converted to Fronted L/Cs) or to purchase and fund risk participations in Swing Line Loans pursuant to this Section 2.04(c) shall be absolute and unconditional and shall not be affected by any circumstance, including (A) any setoff, counterclaim, recoupment, defense or other right which such Lender may have against the applicable Swing Line Lender, any Borrower or any other Person for any reason whatsoever, (B) the occurrence or continuance of a Default or Event of Default, (C) non-compliance with any of the conditions set forth in Section 4.02 or (D) any other occurrence, event or condition, whether or not similar to any of the foregoing. No such funding of risk participations shall relieve or otherwise impair the obligation of the Borrowers to repay Swing Line Loans and reimburse drawings under Swing Line L/Cs, together with interest and fees as provided herein.

(d) Repayment of Participations.

(i) At any time after any Lender has purchased and funded a risk participation in a Swing Line Loan, if a Swing Line Lender receives any payment on account of such Swing Line Loan, such Swing Line Lender will distribute to such Lender its Pro Rata Share of such payment (appropriately adjusted, in the case of interest payments, to reflect the period of time during which such Lender's risk participation was funded) in the same funds as those received by such Swing Line Lender.

(ii) If any payment received by a Swing Line Lender in respect of principal or interest on any Swing Line Loan is required to be returned by such Swing Line Lender under any of the circumstances described in Section 11.06 (including pursuant to any settlement entered into by such Swing Line Lender in its discretion), each Lender shall pay to such Swing Line Lender its Pro Rata Share thereof on demand of the Administrative Agent, plus interest thereon from the date of such demand to the date such amount is returned, at a rate *per annum* equal to the Federal Funds Rate. The Administrative Agent will make such demand upon the request of such Swing Line Lender. The obligations of the Lenders under this clause shall survive the payment in full of the Obligations and the termination of this Agreement.

(e) Interest for Account of Swing Line Lender. The applicable Swing Line Lender shall be responsible for invoicing the applicable Borrower for interest on the Swing Line Loans. Until each Lender funds its Revolving Credit Loan or risk participation pursuant to this Section 2.04 to refinance such Lender's Pro Rata Share of any Swing Line Loan, interest in respect of such Pro Rata Share shall be solely for the account of the applicable Swing Line Lender.

(f) Payments Directly to Swing Line Lender. The Borrowers shall make all payments of principal, interest and fees in respect of the Swing Line Loans and Swing Line L/Cs directly to the applicable Swing Line Lender.

(g) Defaulting Lender. Notwithstanding anything to the contrary contained in this Section 2.04 or elsewhere in this Agreement, no Swing Line Lender shall be obligated to make any Swing Line Loan or issue a Swing Line L/C at a time when a Lender is a Defaulting Lender if such Defaulting Lender's contingent participation in Swing Line Loans or Swing Line L/Cs cannot be reallocated to non-Defaulting Lenders pursuant to Section 2.17 unless such Swing Line Lender has entered into arrangements reasonably satisfactory to it and the applicable Borrower to eliminate such Swing Line Lender's risk with respect to the Defaulting Lenders' participation in such Swing Line Loans and Swing Line L/Cs, including by cash collateralizing, or obtaining a backstop letter of credit from an issuer reasonably satisfactory to such Swing Line Lender to support, such Defaulting Lenders' Pro Rata Share of outstanding Swing Line Loans and Swing Line L/Cs.

(h) Revocation of Request for Credit Extension. Any Borrower may revoke any Request for Credit Extension at any time prior to the Swing Line Borrowing requested thereunder, subject to payment of any losses, costs or expenses incurred and payable pursuant to Section 3.04.

2.05 Prepayments.

(a) Optional.

(i) Any Borrower may, upon notice to the Administrative Agent, at any time or from time to time voluntarily prepay Loans (other than Swing Line Loans which are addressed in Section 2.04) in whole or in part without premium or penalty; provided that (1) such notice must be received by the Administrative Agent not later than 12:00 noon (Toronto time) (A) two (2) Business Days prior to any date of prepayment of Benchmark Loans and (B) on any date of prepayment of U.S. Base Rate Loans or Canadian Prime Rate Loans; (2) any prepayment of Benchmark Loans shall be in a principal amount equal to $3,000,000, or U.S. $3,000,000, as applicable, or a whole multiple equal to $1,000,000, or U.S. $1,000,000, as applicable, in excess thereof; and (3) any prepayment of U.S. Base Rate Loans or Canadian Prime Rate Loans shall be in a principal amount equal to $500,000, or U.S. $500,000, as applicable, or a whole multiple equal to $100,000, or U.S. $100,000, as applicable, in excess thereof or, in each case, if less, the entire principal amount of the applicable Loan then outstanding. Each such notice shall specify the date and amount of such prepayment, the Type(s) of Loans to be prepaid and, if Benchmark Loans are to be prepaid, the Interest Period(s) of such Loans. The Administrative Agent will promptly notify each Appropriate Lender of its receipt of each such notice, and of the amount of such Lender's ratable portion of such prepayment (based on such Lender's ratable share of the Revolving Credit Facility). If such notice is given by a Borrower, such Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein. Any prepayment of a Benchmark Loan shall be accompanied by all accrued interest thereon, together with any additional amounts required pursuant to Section 3.04.

(ii) Any Borrower may, upon notice to the applicable Swing Line Lender (with a copy to the Administrative Agent), at any time or from time to time, voluntarily prepay Swing Line Loans in whole or in part without premium or penalty; provided that (A) such notice must be received by the applicable Swing Line Lender and the Administrative Agent not later than 12:00 noon (Toronto time) on the date of the prepayment, and (B) any such prepayment shall be in a minimum principal amount equal to $100,000, or U.S. $100,000, as applicable, or a whole multiple equal to $100,000, or U.S. $100,000, as applicable, in excess thereof or, if less, the entire principal amount of the applicable Swing Line Loan then outstanding. Each such notice shall specify the date and amount of such prepayment. If such notice is given by a Borrower, such Borrower shall make such prepayment and the payment amount specified in such notice shall be due and payable on the date specified therein.

(iii) Notwithstanding anything to the contrary contained in this Agreement, any Borrower may revoke or rescind any notice of prepayment under Section 2.05(a)(i) or (a)(ii) if such prepayment would have resulted from a refinancing of all or any portion of the Revolving Credit Facility, which refinancing shall not be consummated or shall otherwise be delayed, or the Administrative Agent otherwise agrees.

(b) Mandatory. If for any reason the Total Outstandings at any time exceed the Aggregate Commitments then in effect (including after giving effect to any reduction in the Revolving Credit Commitments pursuant to Section 2.06 or as a result of exchange rate fluctuations), the Borrowers shall immediately prepay any Loans and/or Cash Collateralize any L/C Obligations in an aggregate amount equal to such excess; provided, however, that the Borrowers shall not be required to Cash Collateralize the L/C Obligations pursuant to this Section 2.05(b) unless after the prepayment in full of the Revolving Credit Loans and Swing Line Loans the Canadian Dollar Equivalent of the aggregate Total Outstandings exceeds the Aggregate Commitments then in effect and provided, further, if such excess is less than 3% of the Aggregate Commitments, then the Borrowers will only be required to repay or Cash Collateralize such excess on the earlier of the next Conversion or Rollover of Loans (or a portion thereof) and thirty (30) days after written request from the Administrative Agent.

(c) Cash Collateral. All prepayments under this Section 2.05 shall be made together with, in the case of any such prepayment of a Benchmark Loan on a date other than the last day of an Interest Period therefor, any amounts owing in respect of such Benchmark Loan pursuant to Section 3.04. Notwithstanding any of the other provisions of this Section 2.05, so long as no Event of Default shall have occurred and be continuing, if any prepayment of Benchmark Loans is required to be made under this Section 2.05, other than on the last day of the Interest Period therefor, the Borrowers may, in their sole discretion, deposit the amount of any such prepayment otherwise required to be made thereunder into a Cash Collateral Account until the last day of such Interest Period, at which time the Administrative Agent shall be authorized (without any further action by or notice to or from any Borrower or any other Loan Party) to apply such amount to the prepayment of such Loans in accordance with this Section 2.05. Upon the occurrence and during the continuance of any Event of Default, the Administrative Agent shall also be authorized (without any further action by or notice to or from any Borrower or any other Loan Party) to apply such amount to the prepayment of the outstanding Loans in accordance with this Section 2.05.

2.06 Termination or Reduction of Revolving Credit Commitments.

(a) Optional. The Primary Borrower may, upon written notice to the Administrative Agent, terminate all or any part of the unused portions of the Letter of Credit Sublimit, the Swing Line Sublimit or the Revolving Credit Commitments, or from time to time permanently reduce all or any part of the unused portions of the Letter of Credit Sublimit, the Swing Line Sublimit or the Revolving Credit Commitments; provided that (i) any such notice shall be received by the Administrative Agent at least five (5) Business Days prior to the date of termination or reduction (or such shorter period as may be agreed to by the Administrative Agent), (ii) any such partial reduction shall be in an aggregate amount of $2,000,000 or any whole multiple of $500,000 in excess thereof and (iii) the Primary Borrower shall not terminate or reduce (A) the Revolving Credit Commitments if, after giving effect thereto and to any concurrent prepayments hereunder, the Outstanding Amount under the Revolving Credit Facility would exceed the Revolving Credit Commitments, (B) the Letter of Credit Sublimit if, after giving effect thereto, the Outstanding Amount of L/C Obligations not fully Cash Collateralized hereunder would exceed the Letter of Credit Sublimit, or (C) the Swing Line Sublimit if, after giving effect thereto and to any concurrent prepayments hereunder, the Outstanding Amount of Swing Line Loans and Swing Line L/Cs would exceed the Swing Line

Sublimit. Notwithstanding anything to the contrary contained in this Agreement, the Primary Borrower may revoke or rescind any notice of termination under this Section 2.06(a) if such termination would have resulted from a refinancing of all or any portion of the Revolving Credit Facility, which refinancing shall not be consummated or shall otherwise be delayed, or the Administrative Agent otherwise agrees.

(b) Application of Revolving Credit Commitment Reductions; Payment of Fees. The Administrative Agent will promptly notify the Lenders of any termination or reduction of any unused portions of the Letter of Credit Sublimit, the Swing Line Sublimit, or the unused Revolving Credit Commitment under this Section 2.06. Upon any reduction of unused Revolving Credit Commitments, the Revolving Credit Commitment of each Lender shall be reduced by such Lender's Pro Rata Share of the amount by which the Revolving Credit Facility is reduced (other than the termination of the Revolving Credit Commitment of any Lender as provided in Section 3.06).

(c) Reduction of L/C and Swing Line Limits. If after giving effect to any reduction or termination of any unused Revolving Credit Commitments under this Section 2.06, the Letter of Credit Sublimit or the Swing Line Sublimit exceeds the amount of the Revolving Credit Facility at such time, the Letter of Credit Sublimit or the Swing Line Sublimit, as the case may be, shall be automatically reduced by the amount of such excess.

2.07 Repayment of Loans.

(a) Revolving Credit Loans. The Borrowers shall repay to the Lenders on the Maturity Date for the Revolving Credit Facility the aggregate principal amount of all Revolving Credit Loans outstanding on such date.

(b) Swing Line Loans. The Borrowers shall repay each Swing Line Loan made by way of U.S. Base Rate Loans or Canadian Prime Rate Loans by no later than the Maturity Date. At any time that there shall exist a Defaulting Lender, immediately upon the request of a Swing Line Lender, the Borrowers shall repay Swing Line Loans in an amount sufficient to eliminate such Swing Line Lender's Fronting Exposure in respect of the outstanding Swing Line Loans and Swing Line L/Cs made or issued by such Swing Line Lender unless such Swing Line Lender has entered into arrangements, including reallocation of the Defaulting Lender's Pro Rata Share of the outstanding Swing Line L/C Obligations applicable pursuant to Section 2.17(a)(iv) or the delivery of Cash Collateral, satisfactory to such Swing Line Lender (in its sole discretion), with the Borrowers or such Defaulting Lender to eliminate such Swing Line Lender's potential exposure (after giving effect to Section 2.17(a)(iv)).

2.08 Interest.

(a) Applicable Rates. Subject to the provisions of Section 2.08(b),

(i) each Canadian Prime Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable Borrowing date at a rate *per annum* equal to the sum of (A) the Canadian Prime Rate, plus (B) the Applicable Rate for Canadian Prime Rate Loans;

(ii) each Term CORRA Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate *per annum* equal to the sum of (A) the Adjusted Term CORRA for such Interest Period, plus (B) the Applicable Rate for CORRA Loans;

(iii) each Daily Compounded CORRA Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate *per annum* equal to the sum of (A) the Adjusted Daily Compounded CORRA for such Interest Period, plus (B) the Applicable Rate for CORRA Loans;

(iv) each SOFR Loan shall bear interest on the outstanding principal amount thereof for each Interest Period at a rate *per annum* equal to the sum of (A) the Term SOFR for such Interest Period, plus (B) the Applicable Rate for SOFR Loans;

(v) each U.S. Base Rate Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate *per annum* equal to the sum of (A) the U.S. Base Rate, plus (B) the Applicable Rate for U.S. Base Rate Loans; and

(vi) each Swing Line Loan shall bear interest on the outstanding principal amount thereof from the applicable borrowing date at a rate *per annum* equal to the sum of (A) for any Swing Line Loans in U.S. Dollars, the U.S. Base Rate plus the Applicable Rate for U.S. Base Rate Loans and (B) for any Swing Line Loans in Canadian Dollars, the Canadian Prime Rate plus the Applicable Rate for Canadian Prime Rate Loans.

(b) Default Rate. Upon the occurrence and during the continuation of any Event of Default, the Borrowers shall pay interest on the principal amount of all Total Outstandings at a fluctuating interest rate *per annum* at all times equal to the Default Rate to the fullest extent permitted by applicable Laws. Accrued and unpaid interest on past due amounts (including interest on past due interest) shall be due and payable upon demand.

(c) Payment Dates. Interest on each Loan shall be due and payable in arrears on each Interest Payment Date applicable thereto and at such other times as may be specified herein. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any proceeding under any Debtor Relief Law.

(d) *Interest Act* (Canada); Conversion of 360 Day Rates.

(i) Whenever a rate of interest or other rate *per annum* hereunder is expressed or calculated on the basis of a year (the "***deemed year***") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of *Interest Act* (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

(ii) Whenever a rate of interest or other rate *per annum* hereunder is expressed or calculated on the basis of a year of 360 days, such rate of interest or other rate shall be expressed as a rate *per annum*, calculated on the basis of a 365 or 366 day year, by multiplying such rate of interest or other rate by 365 or 366 and dividing it by 360.

(e) Nominal Rates; No Deemed Reinvestment. The principle of deemed reinvestment of interest shall not apply to any interest calculation under this Agreement; all interest payments to be made hereunder shall be paid without allowance or deduction for deemed reinvestment or otherwise, before and after maturity, default and judgment. The rates of interest specified in this Agreement are intended to be nominal rates and not effective rates. Interest calculated hereunder shall be calculated using the nominal rate method and not the effective rate method of calculation.

2.09 Fees.

In addition to certain fees described in Sections 2.03(h):

(a) Standby Fee. The Borrowers shall pay to the Administrative Agent for the account of the Appropriate Lenders, a standby fee in Canadian Dollars equal to the Applicable Rate multiplied by the actual daily amount by which the Aggregate Commitments exceed the sum of (A) the Outstanding Amount of Revolving Credit Loans, (B) the Outstanding Amount of L/C Obligations and (C) the Outstanding Amount of Swing Line Loans and Swing Line L/C Obligations, subject to adjustment as provided in Section 2.17; (the "***Standby Fee***"). The Standby Fee shall accrue at all times from the Amendment and Restatement Date until the Maturity Date, including at any time during which one or more of the conditions in Article IV is not met, and shall be due and payable quarterly in arrears on the last Business Day of each March, June, September and December, commencing with the first such date to occur after the Amendment and Restatement Date, and on the Maturity Date for the Appropriate Lender.

(b) Other Fees. The Borrowers shall pay to:

(i) the Arrangers and the Administrative Agent for their own respective accounts fees in the amounts and at the times agreed; and

(ii) the Administrative Agent, for the account of each Lender in accordance with its applicable Pro Rata Share on the Amendment and Restatement Date, the upfront fees in the amounts and at the times agreed.

2.10 Computation of Interest and Fees.

For the purposes of the *Interest Act* (Canada) and all other applicable Laws which may hereafter regulate the calculation or computation of interest on borrowed funds, the annual rates of interest and fees applicable to Canadian Prime Rate Loans, U.S. Base Rate Loans and Letters of Credit, respectively, are the rates as determined hereunder multiplied by the actual number of days in a period of one year commencing on the first day of the period for which such interest is payable and divided by 365. Interest on Benchmark Loans will be calculated on the basis of the actual number of days in each Interest Period divided by 360 (for SOFR Loans) and 365 (for CORRA Loans). For the purposes of the *Interest Act* (Canada) and other applicable Laws, the annual rates of interest applicable to Benchmark Loans are the rates as determined hereunder multiplied by the actual number of days in a period of one year commencing on the first day of the period for which such interest is payable and divided by 360 (for SOFR Loans) and 365 (for CORRA Loans).

2.11 Evidence of Indebtedness.

(a) The Credit Extensions made by each Lender shall be evidenced by one or more accounts or records maintained by such Lender and evidenced by one or more entries in the Register maintained by the Administrative Agent in each case in the ordinary course of business. The accounts or records maintained by the Administrative Agent and each Lender shall be *prima facie* evidence absent manifest error of the amount of the Credit Extensions made by the Lenders to the Borrowers and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit the obligation of the Borrowers hereunder to pay any amount owing with respect to the Obligations. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

(b) In addition to the accounts and records referred to in Section 2.11(a), each Lender and the Administrative Agent shall maintain in accordance with its usual practice accounts or records and, in the case of the Administrative Agent, entries in the Register, evidencing the purchases and sales by such Lender of participations in Letters of Credit and Swing Line Loans. In the event of any conflict between the accounts and records maintained by the Administrative Agent and the accounts and records of any Lender in respect of such matters, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

(c) Entries made in good faith by the Administrative Agent in the Register pursuant to Section 2.11(a) and Section 2.12(b), and by each Lender in its account or accounts pursuant to Section 2.11(a) and Section 2.12(b), shall be *prima facie* evidence of the amount of principal and interest due and payable or to become due and payable from the Borrowers to, in the case of the Register, each Lender and, in the case of such account or accounts, such Lender, under this Agreement and the other Loan Documents, absent manifest error; provided, that the failure of the Administrative Agent or such Lender to make an entry, or any finding that an entry is incorrect, in the Register or such account or accounts shall not limit the obligations of the Borrowers under this Agreement and the other Loan Documents.

2.12 Payments Generally; Administrative Agent's Clawback.

(a) General. Except as permitted by Section 3.01, all payments to be made by the Borrowers shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all payments by the Borrowers hereunder shall be made to the Administrative Agent, for the account of the respective Lenders to which such payment is owed, at the Administrative Agent's Office in Canadian Dollars (or, with respect to principal and interest payments in respect of Revolving Credit Loans denominated in U.S. Dollars, U.S. Dollars) and in immediately available funds not later than 12:00 noon (Toronto time) on the date specified herein. The Administrative Agent will promptly distribute to each Lender its ratable share in respect of the Revolving Credit Facility (or other applicable share as provided herein) of such payment in like funds as received by wire transfer to such Lender's Lending Office. All payments received by the Administrative Agent after 12:00 noon (Toronto time) shall be deemed received on the next succeeding Business Day and any applicable interest or fee shall continue to accrue. If any payment to be made by the Borrowers shall come due on a day other than a Business Day, payment shall be made on the next following Business Day, and such extension of time shall be reflected in computing interest or fees, as the case may be; provided, however, that, if such extension would cause payment of interest on or principal of Benchmark Loans to be made in the next succeeding calendar month, such payment shall be made on the immediately preceding Business Day.

(b) (i) Funding by Lenders; Presumption by Administrative Agent. Unless the Administrative Agent shall have received notice from a Lender prior to the proposed date of any Borrowing of Benchmark Loans (or, in the case of any Borrowing of U.S. Base Rate Loans or Canadian Prime Rate Loans, prior to 12:00 noon (Toronto time) on the date of such Borrowing) that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with Section 2.02 (or, in the case of a Borrowing of U.S. Base Rate Loans or Canadian Prime Rate Loans, that such Lender has made such share available in accordance with and at the time required by Section 2.02) and may but shall not be obligated to, in reliance upon such assumption but in its complete and unfettered discretion, make available to the Borrowers a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then the applicable Lender and the Borrowers agree to pay to the Administrative Agent forthwith on demand such corresponding amount in immediately available funds with interest thereon, for each day from and including the date such amount is made available to the Borrowers to but excluding the date of payment to the Administrative Agent, at (A) in the case of a payment to be made by such Lender, the greater of the Federal Funds Rate and a rate reasonably determined by the Administrative Agent in accordance with banking industry rules on interbank compensation, plus any reasonable administrative, processing or similar fees customarily charged by the Administrative Agent in connection with the foregoing, and (B) in the case of a payment to be made by the Borrowers, the interest rate applicable to U.S. Base Rate Loans or Canadian Prime Rate Loans, as applicable. If the Borrowers and such Lender shall pay such interest to the Administrative Agent for the same or an overlapping period, the Administrative Agent shall promptly remit to the Borrowers the amount of such interest paid by the Borrowers for such period. If such Lender pays its share of the applicable Borrowing to the Administrative Agent, then the amount so paid shall constitute such Lender's Loan included in such Borrowing. Any payment by the Borrowers shall be without prejudice to any claim the Borrowers may have against a Lender that shall have failed to make such payment to the Administrative Agent.

(ii) Payments by Borrowers; Presumptions by Administrative Agent. Unless the Administrative Agent shall have received notice from a Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders or an L/C Issuer hereunder that the Borrowers will not make such payment, the Administrative Agent may assume that the Borrowers have made such payment on such date in accordance herewith and may but shall not be obligated to, in reliance upon such assumption but in its complete unfettered discretion, distribute to the Appropriate Lenders or the applicable L/C Issuer, as the case may be, the amount due. In such event, if the Borrowers have not in fact made such payment, then each of the Appropriate Lenders or the applicable L/C Issuer, as the case may be, severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender or such L/C Issuer, in immediately available funds 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 the Administrative Agent, at the greater of the Federal Funds Rate and a rate reasonably determined by the Administrative Agent in accordance with banking industry rules on interbank compensation.

A notice of the Administrative Agent to any Appropriate Lender or the Borrowers with respect to any amount owing under this Section 2.12(b) shall be conclusive, absent manifest error.

(c) Failure to Satisfy Conditions Precedent. If any Lender makes available to the Administrative Agent funds for any Loan to be made by such Lender as provided in the foregoing provisions of this Article II, and such funds are not made available to the Borrowers by the Administrative Agent because the conditions to the applicable Credit Extension set forth in Article IV are not satisfied or waived in accordance with the terms hereof, the Administrative Agent shall return such funds (in like funds as received from such Lender) to such Lender on demand, without interest.

(d) Obligations of the Lenders Several. The obligations of the Lenders hereunder to make Revolving Credit Loans, to fund participations in Letters of Credit and Swing Line Loans and to make payments pursuant to Section 10.07 are several and not joint. The failure of any Lender to make any Loan or to fund any such participation or to make any payment under Section 10.07 on any date required hereunder shall not relieve any other Lender of its corresponding obligation to do so on such date, and no Lender shall be responsible for the failure of any other Lender to so make its Loan or to purchase its participation or to make its payment under Section 10.07.

(e) Funding Source. Nothing herein shall be deemed to obligate any Lender to obtain the funds for any Loan in any particular place or manner or to constitute a representation by any Lender that it has obtained or will obtain the funds for any Loan in any particular place or manner.

(f) Insufficient Funds. If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, L/C Borrowings, interest and fees then due hereunder, such funds shall be applied (i) first, toward payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, toward payment of principal and L/C Borrowings then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal and L/C Borrowings then due to such parties.

(g) Unallocated Funds. If the Administrative Agent receives funds for application to the Obligations of the Loan Parties under or in respect of the Loan Documents under circumstances for which the Loan Documents do not specify the manner in which such funds are to be applied, the Administrative Agent may, but shall not be obligated to, elect to distribute such funds to each of the Lenders in accordance with such Lender's Pro Rata Share of the sum of (a) the Outstanding Amount of all Loans outstanding at such time and (b) the Outstanding Amount of all L/C Obligations outstanding at such time, in repayment or prepayment of such of the outstanding Loans or other Obligations then owing to such Lender.

2.13 Sharing of Payments.

If, other than as expressly provided elsewhere herein (including the application of funds arising from the existence of a Defaulting Lender), any Lender shall obtain on account of the Loans made by it, or the participations in L/C Obligations or in Swing Line Loans held by it, any payment (whether voluntary, involuntary, through the exercise of any right of setoff, or otherwise) in excess of its Pro Rata Share (or other share contemplated hereunder) thereof, such Lender shall immediately (a) notify the Administrative Agent of such fact, and (b) purchase from the other Appropriate Lenders such participations in the Loans made by them and/or such sub-participations in the participations in L/C Obligations or Swing Line Loans held by them, as the case may be, as shall be necessary to cause such purchasing Lender to share the excess payment in respect of such Loans or such participations, as the case may be, *pro rata* with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from the purchasing Lender under any of the circumstances described in Section 11.06 (including pursuant to any settlement entered into by the purchasing Lender in its discretion), such purchase shall to that extent be rescinded and each other Appropriate Lender shall repay to the purchasing Lender the purchase price paid therefor, together with an amount equal to such paying Lender's ratable share (according to the proportion of (i) the amount of such paying Lender's required repayment to (ii) the total amount so recovered from the purchasing Lender) of any interest or other amount paid or payable by the purchasing Lender in respect of the total amount so recovered, without further interest thereon. The Borrowers agree that any Lender so purchasing a participation from another Lender may, to the fullest extent permitted by Law, exercise all its rights of payment (including the right of setoff, but subject to Section 9.04) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of participations purchased under this Section 2.13 and will in each case notify the Lenders following any such purchases or repayments. Each Lender that purchases a participation pursuant to this Section 2.13 shall from and after such purchase have the right to give all notices, requests, demands, directions and other communications under this Agreement with respect to the portion of the Obligations purchased to the same extent as though the purchasing Lender were the original owner of the Obligations purchased. For the avoidance of doubt, the provisions of this Section 2.13 shall not be construed to apply to (A) the application of Cash Collateral provided for in Section 2.16 or (B) the assignments and participations described in Section 11.08.

2.14 Incremental Credit Extensions.

(a) The Borrowers may at any time or from time to time after the Amendment and Restatement Date, by notice to the Administrative Agent (whereupon the Administrative Agent shall promptly deliver a copy to each of the Appropriate Lenders), request one or more increases in the amount of the Revolving Credit Commitments (each such increase, a "***Commitment Increase***"); provided that (i) after giving effect to each such Commitment Increase, the Aggregate Commitments shall not exceed $[redacted] and (ii) both at the time of any such request and upon the effectiveness of any Incremental Amendment referred to below, no Default or Event of Default shall exist.

(b) Any such Commitment Increase may be effected by establishing a separate tranche of the Revolving Credit Facility (an "***Additional Tranche***") which may have any of the following terms:

(i) a revolving or term loan structure; provided that the proceeds of any term loan structure are fully funded on the date the Commitment Increase in respect thereof is made available (and any unfunded portion thereof is cancelled); and/or

(ii) pricing, amortization and/or tenor which is different from the then current pricing, amortization and tenor of the Revolving Credit Facility,

provided that:

(iii) the Indebtedness under each Additional Tranche is (A) unsecured, (B) guaranteed by the Loan Party Guarantee(s) and (C) otherwise *pari passu* in right of payment with the other Obligations;

(iv) other than the inclusion of any of the terms and conditions set forth in Sections 2.15(b)(i) and 2.15(b)(ii) which may be expressly included in the applicable Additional Tranche and are different from the terms and conditions under the Revolving Credit Facility, such Additional Tranche shall be on the same terms and conditions and governed by the same documentation which applies to the Revolving Credit Facility; and

(v) the Borrowers shall not be required to drawdown rateably under the Revolving Credit Facility and any Additional Tranche.

(c) Subject to Section 2.14(b), the maturity date of any Commitment Increase shall be the same as the latest Maturity Date hereunder, other than in respect of an Additional Tranche, such Commitment Increase shall be on the same terms and pursuant to the exact same documentation applicable to the Revolving Credit Facility and such Commitment Increase shall require no scheduled amortization or mandatory commitment reduction prior to the final Maturity Date.

(d) The Commitment Increase will be guaranteed by the same Guarantees as the Revolving Credit Facility.

(e) Each notice from the Borrowers pursuant to this Section 2.14 shall set forth the requested amount and proposed terms of the relevant Commitment Increases, including whether such Commitment Increase shall be made by way of Additional Tranche, the date on which the Borrowers propose that the Commitment Increases shall be effective (which shall be a date not less than five (5) Business Days after the date on which such notice is delivered to the Administrative Agent, or such shorter period as shall be reasonably acceptable to the Administrative Agent) and the identity of each Lender to whom the Borrowers propose any portion of such Commitment Increases be allocated and the amounts of such allocations. For the avoidance of doubt, no existing Lender shall be required to participate in any such Commitment Increase without its consent.

(f) Commitment Increases may be provided by any existing Lender or by any other bank or other financial institution which, in each case, is not a Sanctioned Lender (any such other bank or other financial institution being called an "***Additional Lender***"); provided that the Administrative Agent and, except in respect of Commitment Increases made by way of an Additional Tranche, each of the Swing Line Lenders and the Fronting Lenders, shall have consent rights (not to be unreasonably withheld) to such Additional Lenders providing such Commitment Increases.

(g) Revolving Credit Commitments in respect of Commitment Increases (excluding by way of an Additional Tranche) shall become Revolving Credit Commitments (or in the case of a Commitment Increase to be provided by an existing Lender, an increase in such Lender's applicable Revolving Credit Commitment) under this Agreement. Commitment Increases (including by way of an Additional Tranche) shall be documented pursuant to an amendment (an "***Incremental Amendment***") to this Agreement and, as appropriate, the other Loan Documents, executed by the Borrowers, each Lender agreeing to provide such Revolving Credit Commitment or Additional Tranche, if any, each Additional Lender, if any, and the Administrative Agent. An Incremental Amendment may, without the consent of any other Lenders, effect such amendments to this Agreement and the other Loan Documents as may be necessary or appropriate, in the reasonable opinion of the Administrative Agent and the Borrowers, to effect the provisions of this Section 2.14. The Administrative Agent shall deliver each Incremental Amendment to the Lenders which are not party thereto, without redaction, promptly after such Incremental Amendment becomes effective.

(h) Concurrently with the addition of an Additional Lender or the increase of a Lender's Revolving Credit Commitment, such Additional Lender, shall purchase, from each Lender, such portion of the Total Syndicated Outstandings owed to each Lender as is necessary to ensure that the Total Syndicated Outstandings owed to all Lenders and including therein such Additional Lender and the increased Revolving Credit Commitment of any Lender, are in accordance with the new Pro Rata Shares of all such Lenders (including the new Additional Lender and the increased Revolving Credit Commitment of any Lender) and such Additional Lender shall execute such documentation as is required by the Administrative Agent, acting reasonably, to novate such Additional Lender as a Lender hereunder.

(i) Each Borrower shall provide to the Administrative Agent a certified copy of directors' resolutions of such Borrower authorizing any such increase in the Aggregate Commitment (which may be the original directors' resolution authorizing the credit facility hereunder) together with a legal opinion with respect thereto in substantially the same form as the opinion of such Borrower's counsel delivered on the date on which it became a Borrower (or in the case of the Primary Borrower, in substantially the same form as the opinion of the Primary Borrower's counsel delivered on August 1, 2023).

2.15 Extension of Maturity Date.

(a) Notice by Borrower. The Primary Borrower may, at any time but only once during any calendar year and provided no Default or Event of Default has occurred and is continuing, request an extension of the then current Maturity Date of the Revolving Credit Facility (an "***Extension***") in respect of each Lender, provided that following the granting of such Extension, the term to maturity of the Revolving Credit Facility shall not exceed 5 years from the date of such Extension. Such request shall be made by the Primary Borrower by delivering to the Administrative Agent a written notice outlining the date to which the Maturity Date is proposed to be extended (a "***Request for Extension***"). Within two (2) Business Days of receipt thereof, the Administrative Agent shall notify the Lenders of such Request for Extension. Following receipt thereof, each Lender shall notify the Administrative Agent and the Primary Borrower as to whether or not it agrees (in its sole discretion) to such request no later than the outside date set forth for responses in the Request for Extension (the "***Notification Date***"); provided that, if a Lender does not so notify the Administrative Agent and the Primary Borrower on or prior to the Notification Date, such Lender shall be deemed to have elected not to agree to such Request for Extension.

(b) Extending and Non-Extending Lenders. Each Lender may in its sole discretion, pursuant to a Request for Extension, elect to extend the current Maturity Date of the Revolving Credit Facility with respect to its Revolving Credit Commitment, subject however to such conditions and amendments respecting the Revolving Credit Facility, if any, as the Lenders agree and which are acceptable to the Primary Borrower. Each Lender which grants an Extension is referred to herein as an "***Extending Lender***", and each Lender which elects not to grant an Extension or fails to make such election before the Notification Date, is referred to herein as a "***Non-Extending Lender***".

(c) No Extension. No Extension shall occur unless those Lenders who wish to grant an Extension pursuant to a Request for Extension represent at least 50% of the Aggregate Commitments of all Lenders. If no Extension occurs, the then current Maturity Date of the Lenders who are not already Non-Extending Lenders will, subject to Section 2.15(e), continue for each such Lender and each such Lender's Revolving Credit Commitment will remain available for borrowing hereunder until the Maturity Date; provided that the Primary Borrower may again make a Request for Extension in any following year prior to the Maturity Date in accordance with Section 2.15(a).

(d) Extension Notice. Promptly after the Notification Date, the Administrative Agent will notify the Primary Borrower of the decision of the Lenders with respect to its Request for Extension (the "***Extension Notice***"). The Extension Notice will identify the Extending Lenders and Non-Extending Lenders, and a list of the conditions or amendments, if any, respecting the Revolving Credit Facility as the Lenders have agreed upon as a condition to the granting of the Extension. The Primary Borrower will, within twenty (20) days of receipt of the Extension Notice from the Administrative Agent (or such other period of time as may be agreed to by the Primary Borrower and the Required Lenders), notify the Administrative Agent as to its acceptance or rejection of the conditions or amendments, if any, stipulated by the Lenders therein. If the Primary Borrower accepts all such conditions or amendments requested by the Extending Lenders as aforesaid (or if no such conditions or amendments are stipulated by the Lenders), the Maturity Date with respect to the Extending Lenders will be deemed to have been extended for the period of time set out in the Extension Notice, and, subject to Section 2.15(e), the Maturity Date with respect to the Non-Extending Lenders shall not be extended. If the Primary Borrower notifies the Administrative Agent that it does not accept such conditions or amendments or it fails to notify the Administrative Agent within the time provided above for acceptance, the Maturity Date will not be extended as herein provided and the Revolving Credit Facility will continue until the then current Maturity Date with each Lender's Revolving Credit Commitment remaining available for borrowing until the then current Maturity Date; provided that the Primary Borrower may again make a Request for Extension in any following year prior to the Maturity Date in accordance with Section 2.15(a).

(e) Treatment of Non-Extending Lender. Notwithstanding anything else set forth herein and provided that Lenders representing more than 50% of the Aggregate Commitments of all Lenders have elected to grant an Extension:

(i) the Primary Borrower will be entitled to exercise one of the following options with respect to any Lender who has become a Non-Extending Lender, at any time prior to the Maturity Date applicable to such Non-Extending Lender:

(A) so long as no Default or Event of Default exists at the time and if after giving effect to the repayment described below the Total Outstandings would remain less than the Aggregate Commitment at such time, the Primary Borrower may repay in full the portion of the Total Outstandings owing to such Non-Extending Lender, together with all accrued but unpaid interest and fees thereon and any expenses, breakage and other costs determined in accordance with the terms hereof, and Cash Collateralize in full any contingent obligations in respect of any outstanding Letters of Credit for which the Non-Extending Lender is the L/C Issuer, and upon such payment such Non-Extending Lender's Revolving Credit Commitment will be permanently cancelled in accordance herewith;

(B) the Primary Borrower may replace such Non-Extending Lender with one or more financial institutions (which may be one or more of the Lenders) who purchase such Lender's entire Revolving Credit Commitment in accordance with Section 11.08; or

(C) the Primary Borrower may do any combination of (A) and (B) above.

(f) Different Maturity Dates. If, at any time, there are Lenders with different Maturity Dates, all Lenders will share in Loans under the Revolving Credit Facility made hereunder based on their respective Pro Rata Shares thereof except to the extent a requested Loan under the Revolving Credit Facility has a maturity date after the Maturity Date of a Lender, in which case only those Lenders with a Maturity Date later than the maturity date of the requested Loan will be required to participate in providing such Loan and the Primary Borrower may request a similar Type of Loan, to the extent permitted hereunder, from the other Lenders with a Maturity Date occurring on or before the Maturity Date of such other Lenders. Each such determination by the Administrative Agent shall be *prima facie* evidence of such Lender's Pro Rata Share.

(g) Reversal of Non-Extension. A Non-Extending Lender may, with the consent of the Primary Borrower and the Administrative Agent, elect to become an Extending Lender with respect to any prior Extension by providing written notice to the Administrative Agent and the Primary Borrower reversing its failure to elect to extend the Maturity Date pursuant to Section 2.15(b), or otherwise stating that it wishes to become an Extending Lender. Such election shall be effective from and after receipt by the Administrative Agent and the Primary Borrower of such notice from the applicable Lender, together with a copy of the Primary Borrower and the Administrative Agent's consents in relation thereto.

2.16 Cash Collateral.

(a) Upon the request of the Administrative Agent or any L/C Issuer, if, as of the Letter of Credit Expiration Date, any L/C Obligation for any reason remains outstanding, the Borrowers shall, in each case, immediately Cash Collateralize the then Outstanding Amount of all applicable L/C Obligations. At any time that there shall exist a Defaulting Lender, immediately upon the request of the Administrative Agent, any L/C Issuer or any Swing Line Lender, the Borrowers shall deliver to the Administrative Agent Cash Collateral in an amount sufficient to cover 101% of all actual or potential Fronting Exposure relating to such Defaulting Lender (after giving effect to Section 2.17(a)(iv) and any Cash Collateral provided by such Defaulting Lender).

(b) All Cash Collateral shall be maintained in separate, blocked, interest bearing deposit accounts at the Administrative Agent. Other than any interest earned on the investment of such deposits, which investments shall be made at the Borrowers' risk and expense, such deposits shall not bear interest. Interest or profits, if any, on such investments shall accumulate in such account. The Borrowers, and to the extent provided by any Lender, such Lender, hereby grants to (and subjects to the control of) the Administrative Agent, for the benefit of the Administrative Agent, the L/C Issuers and the Lenders (including the Swing Line Lenders), and agrees to maintain, a first priority security interest in all such cash, deposit accounts and all balances therein, and all other property so provided as collateral pursuant hereto, and in all proceeds of the foregoing, all as security for the obligations to which such Cash Collateral may be applied pursuant to Section 2.16(c). If at any time the Administrative Agent determines that Cash Collateral is subject to any right or claim of any Person other than the Administrative Agent as herein provided, or that the total amount of such Cash Collateral is less than the applicable Fronting Exposure and other obligations secured thereby, the Borrowers or the relevant Defaulting Lender will, promptly upon demand by the Administrative Agent, pay or provide to the Administrative Agent additional Cash Collateral in an amount sufficient to eliminate such deficiency.

(c) Notwithstanding anything to the contrary contained in this Agreement, Cash Collateral provided under any of this Section 2.16 or Section 2.04, 2.05, 2.06, 2.17 or 9.02 in respect of Letters of Credit or Swing Line Loans shall be held and applied to the satisfaction of the specific L/C Obligations, Swing Line Loans, obligations to fund participations therein (including, as to Cash Collateral provided by a Defaulting Lender, any interest accrued on such obligation) and other obligations for which the Cash Collateral was so provided, prior to any other application of such property as may be provided for herein.

(d) Cash Collateral (or the appropriate portion thereof) provided to reduce Fronting Exposure or other obligations shall be released promptly following (i) the elimination of the applicable Fronting Exposure or other obligations giving rise thereto (including by the termination of Defaulting Lender status of the applicable Lender (or, as appropriate, its assignee following compliance with Section 11.08(d))) or (ii) the Administrative Agent's good faith determination that there exists excess Cash Collateral; provided, however, (x) that Cash Collateral furnished by or on behalf of a Loan Party shall not be released during the continuance of a Default under Section 9.01(a), (f) or (g) or an Event of Default (and following application as provided in this Section 2.16 may be otherwise applied in accordance with Section 9.03), and (y) the Person providing Cash Collateral and the applicable L/C Issuer or Swing Line Lender may agree that Cash Collateral shall not be released but instead held to support future anticipated Fronting Exposure or other obligations.

2.17 Defaulting Lenders.

(a) Notwithstanding anything to the contrary contained in this Agreement, if any Lender becomes a Defaulting Lender, then, until such time as that Lender is no longer a Defaulting Lender, to the extent permitted by applicable Law:

(i) That Defaulting Lender's right to approve or disapprove any amendment, waiver or consent with respect to this Agreement shall be restricted as set forth in Section 11.01.

(ii) Any payment of principal, interest, fees or other amounts received by the Administrative Agent for the account of that Defaulting Lender (whether voluntary or mandatory, at maturity, pursuant to Article IX or otherwise, and including any amounts made available to the Administrative Agent by that Defaulting Lender pursuant to Section 9.04), shall be applied at such time or times as may be determined by the Administrative Agent as follows:

first, to the payment of any amounts owing by that Defaulting Lender to the Administrative Agent hereunder; *second*, to the payment on a pro rata basis of any amounts owing by that Defaulting Lender to the L/C Issuers or Swing Line Lenders hereunder on a *pro rata* basis; *third*, if so reasonably determined by the Administrative Agent or reasonably requested by any L/C Issuer or Swing Line Lender, to be held as Cash Collateral for future funding obligations of that Defaulting Lender of any participation in any Swing Line Loan or Letter of Credit; *fourth*, as the Borrowers may request (so long as no Default or Event of Default exists), to the funding of any Loan in respect of which that Defaulting Lender has failed to fund its portion thereof as required by this Agreement, as determined by the Administrative Agent; *fifth*, if so determined by the Administrative Agent and the Borrowers, to be held in a non-interest bearing deposit account and released in order to satisfy obligations of that Defaulting Lender to fund Loans under this Agreement; *sixth*, to the payment of any amounts owing to the Lenders, the L/C Issuers or Swing Line Lenders as a result of any judgment of a court of competent jurisdiction obtained by any Lender, any L/C Issuer or any Swing Line Lender against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; *seventh*, so long as no Default or Event of Default exists, to the payment of any amounts owing to the Borrowers as a result of any judgment of a court of competent jurisdiction obtained by the Borrowers against that Defaulting Lender as a result of that Defaulting Lender's breach of its obligations under this Agreement; and *eighth*, to that Defaulting Lender or as otherwise directed by a court of competent jurisdiction; provided that if (A) such payment is a payment of the principal amount of any Loans or L/C Borrowings in respect of which that Defaulting Lender has not fully funded its appropriate share and (B) such Loans or L/C Borrowings were made at a time when the conditions set forth in Section 4.02 were satisfied or waived, such payment shall be applied solely to pay the Loans of, and L/C Borrowings owed to, all non-Defaulting Lenders on a pro rata basis prior to being applied to the payment of any Loans of, or L/C Borrowings owed to, that Defaulting Lender. Any payments, prepayments or other amounts paid or payable to a Defaulting Lender that are applied (or held) to pay amounts owed by a Defaulting Lender or to post Cash Collateral pursuant to this Section 2.17(a)(ii) shall be deemed paid to and redirected by that Defaulting Lender, and each Lender irrevocably consents hereto.

(iii) That Defaulting Lender (A) shall not be entitled to receive any Standby Fee for any period during which that Lender is a Defaulting Lender (and the Borrowers shall not be required to pay any such fee that otherwise would have been required to have been paid to that Defaulting Lender) and (B) shall be limited in its right to receive Letter of Credit Fees as provided in Section 2.03(h).

(iv) During any period in which there is a Defaulting Lender, for purposes of computing the amount of the obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit or Swing Line Loans pursuant to Sections 2.03 and 2.04, the "Pro Rata Share" of each non-Defaulting Lender shall be computed without giving effect to the Revolving Credit Commitment of that Defaulting Lender, if any; provided that: (A) each such reallocation shall be given effect only if, at the date the applicable Lender becomes a Defaulting Lender, no Default or Event of Default exists; and (B) the aggregate obligation of each non-Defaulting Lender to acquire, refinance or fund participations in Letters of Credit and Swing Line Loans shall not exceed the positive difference, if any, of (1) the Revolving Credit Commitment of that non-Defaulting Lender minus (2) the aggregate Outstanding Amount of the Loans and L/C Obligations of that Lender.

(b) If the Primary Borrower, the Administrative Agent, the Swing Line Lenders and the L/C Issuers agree in writing in their sole discretion that a Defaulting Lender should no longer be deemed to be a Defaulting Lender (except in the case of a Lender that is or has a director or indirect parent company that is subject to a proceeding under Debtor Relief Laws), the Administrative Agent will so notify the parties hereto, whereupon as of the effective date specified in such notice and subject to any conditions set forth therein (which may include arrangements with respect to any Cash Collateral), that Lender will, to the extent applicable, purchase that portion of outstanding Loans of the other Lenders or take such other actions as the Administrative Agent may reasonably determine to be necessary to cause the Loans and funded and unfunded participations in Letters of Credit and Swing Line Loans to be held on a pro rata basis by the Lenders in accordance with their ratable shares (without giving effect to Section 2.17(a)(iv)), whereupon that Lender will cease to be a Defaulting Lender; provided that no adjustments will be made retroactively with respect to fees accrued or payments made by or on behalf of any Borrower while that Lender was a Defaulting Lender; and provided, further, that except to the extent otherwise expressly agreed by the affected parties, no change hereunder from Defaulting Lender to Lender will constitute a waiver or release of any claim of any party hereunder arising from that Lender's having been a Defaulting Lender.

2.18 Overdraft Accommodations.

Subject to the terms and conditions set forth herein, as part of its Swing Line Commitment, each Overdraft Lender shall make Canadian Prime Rate Loans and U.S. Base Rate Loans to the Borrowers from time to time by permitting overdrafts to be created in favour of the Borrowers in an aggregate amount outstanding at any time not to exceed the then applicable Overdraft Accommodation Maximum Amount (any of such advances are herein referred to as "***Overdraft Accommodations***"). The Overdraft Accommodations shall be guaranteed by the Loan Party Guarantee(s) and shall constitute Canadian Prime Rate Loans or U.S. Base Rate Loans, as applicable, and Obligations hereunder. Notwithstanding the actual aggregate amount of the Overdrafts Accommodations then outstanding, solely for the purposes of the calculations to be made to determine Pro Rata Shares and the limits in Section 2.01 at the time that any Revolving Credit Loan or Fronted L/C is borrowed or issued, the then Overdraft Accommodation Maximum Amount will be deemed to be outstanding whether it is actually drawn or not.

2.19 Benchmark Loans; Benchmark Replacement Setting.

(a) General.

Any amount owing by the Borrowers in respect of any Benchmark Loan which is not paid, Converted or Rolled Over, on the last day of its Interest Period in accordance with this Agreement will, as and from such last day of its Interest Period, be deemed to continue as the applicable Benchmark Loan with an Interest Period of one month at the end of such Interest Period.

(b) Early Termination of Interest Periods.

If the early termination of any Benchmark Loan is required hereunder, the Borrowers will pay to the Lenders all reasonable expenses and out-of-pocket costs incurred by the Appropriate Lenders as a result of the early termination of such Benchmark Loan, including expenses and out-of-pocket costs incurred due to early redemption of offsetting deposits. A written statement of the Administrative Agent as to the aggregate amount of such expenses and out of pocket costs will be *prima facie* evidence of the amount thereof.

(c) Inability to Determine Rates.

(i) Subject to Section 2.19(d), if, on or prior to the first day of any Interest Period for any Benchmark Loan:

(A) the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that the Benchmark applicable thereto cannot be determined pursuant to the definition thereof for reasons other than a Benchmark Transition Event; or

(B) the Required Lenders determine that for any reason in connection with any request for a Benchmark Loan or a Conversion thereto or a Rollover thereof that the Benchmark applicable thereto for any requested Interest Period with respect to a proposed Benchmark Loan does not adequately and fairly reflect the cost to such Lenders of making and maintaining such Benchmark Loan, and the Required Lenders have provided notice of such determination to the Administrative Agent,

then, in each case, the Administrative Agent will promptly so notify the Borrowers and each Lender. Upon notice thereof by the Administrative Agent to the Borrowers, any obligation of the Lenders to make Benchmark Loans, as applicable, and any right of the Borrowers to Rollover Benchmark Loans, as applicable, or to Convert any Loan to such Benchmark Loans, as applicable, shall be suspended (to the extent of the affected Benchmark Loans or affected Interest Periods) until the Administrative Agent (with respect to clause (B), at the instruction of the Required Lenders) revokes such notice.

(ii) Upon receipt of such notice:

(A) in respect of any affected SOFR Loans, (1) a Borrower may revoke any pending request for a Borrowing of, Conversion to or Rollover of such SOFR Loans (to the extent of the affected SOFR Loans or affected Interest Periods) or, failing such revocation, such Borrower will be deemed to have Converted any such request into a request for a Borrowing of or Conversion to U.S. Base Rate Loans in the amount specified therein and (2) any such outstanding affected SOFR Loans will be deemed to have been Converted into U.S. Base Rate Loans at the end of the applicable Interest Period; and

(B) in respect of any affected CORRA Loans, (1)(a) a Borrower may revoke any pending request for a Borrowing of, Conversion to or Rollover of such CORRA Loans (to the extent of such affected CORRA Loans or affected Interest Periods), (b) in respect of Term CORRA Loans, such Borrower may elect to Convert any such request into a request for a Borrowing of, or Conversion to, Daily Compounded CORRA Loans, or, failing such revocation or election and (c) such Borrower will be deemed to have converted any such request into a request for a Borrowing of or Conversion to Canadian Prime Rate Loans, in the amount specified therein, and (2)(a) in respect of Term CORRA Loans, a Borrower may elect to convert any outstanding affected Term CORRA Loans at the end of the applicable Interest Period, into Daily Compounded CORRA Loans, and (b) otherwise, or failing such election, any outstanding CORRA Loans will be deemed to have been converted, at the end of the applicable Interest Period into Canadian Prime Rate Loans, in each case, upon any such Conversion, such Borrower shall also pay accrued interest on the amount so Converted, together with any additional amounts required pursuant to Section 2.19(b). Subject to Section 2.19(d), if the Administrative Agent determines (which determination shall be conclusive and binding absent manifest error) that any Benchmark cannot be determined pursuant to the definition thereof on any given day, the interest rate on U.S. Base Rate Loans or Canadian Prime Rate Loans, as applicable, shall be determined by the Administrative Agent without reference to clause (c) of the definition of "U.S. Base Rate" or clause (b) of the definition of "Canadian Prime Rate" until the Administrative Agent revokes such determination.

(d) Benchmark Replacement Setting.

(i) Benchmark Replacement.

(A) Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to any setting of any then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a)(i) or (b)(i) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (a)(ii), (b)(ii) or (c) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any other Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

(B) If the Benchmark Replacement is based upon Daily Simple SOFR, all interest payments on Benchmark Loans which bear interest with reference to such rate will be payable on a monthly basis.

(C) No Swap Contract shall be, or be deemed to be, a "Loan Document" for purposes of this Section 2.19(d).

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

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrowers and the Lenders of (A) the implementation of any Benchmark Replacement and (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. The Administrative Agent will promptly notify the Borrowers of (x) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.19(d) and (y) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.19(d), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.19(d).

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of any Benchmark Replacement), (A) if any then-current Benchmark is a term rate (including the Term SOFR Reference Rate or the Term CORRA Reference Rate) and either (x) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its discretion, acting reasonably, or (y) the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (B) if a tenor that was removed pursuant to clause (i) above either (x) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (y) is not, or is no longer, subject to an announcement that it is not or will not be representative for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Borrowers' receipt of notice of the commencement of a Benchmark Unavailability Period, (A) each applicable Borrower may revoke any requested Borrowing of, Conversion to or Rollover of a Benchmark Loan, as applicable, to be made during any applicable Benchmark Unavailability Period and, failing that, such Borrower will be deemed to have Converted any such request into a request for a Borrowing of or Conversion to U.S. Base Rate Loans (in the case of SOFR Loans), Daily Compounded CORRA Loans (in the case of Term CORRA Loans), or Canadian Prime Rate Loans (in the case of Daily Compounded CORRA Loans) and (B) any outstanding affected Benchmark Loans will be deemed to have been Converted to U.S. Base Rate Loans (in the case of SOFR Loans), Daily Compounded CORRA Loans (in the case of Term CORRA Loans), or Canadian Prime Rate Loans (in the case of Term CORRA Loans) at the end of the applicable Interest Period. During any Benchmark Unavailability Period for any then-current Benchmark or at any time that a tenor for any then-current Benchmark is not an Available Tenor, the component of U.S. Base Rate or Canadian Prime Rate (as applicable) based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the U.S. Base Rate or the Canadian Prime Rate, as applicable.

2.20 Designation of Subsidiaries

(a) The Primary Borrower may, by written notice to the Administrative Agent, designate any Subsidiary as a Borrower if:

(i) such written notice is provided to the Administrative Agent at least fifteen (15) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the effective date of any such designation;

(ii) not more than one written notice to designate a Subsidiary as a Borrower is delivered in any one fiscal quarter;

(iii) there exists not more than three (3) Borrowers (including the Primary Borrower) at any time;

(iv) such Subsidiary's jurisdiction of formation or organization, as applicable, is located in Canada or the United States, provided that as a condition to any United States Subsidiary being designated as a Borrower hereunder, the Administrative Agent and the Borrowers shall enter into an amendment to this Agreement (the "**US Borrower Amendment**") for the incorporation of customary provisions relating to (A) "ERISA", (B) "Investment Company Act", (C) "Margin Regulations", (D) "Beneficial Ownership" and (E) "Delaware LLC division" in form and substance agreed between the Administrative Agent and the Primary Borrower, each acting reasonably;

(v) the representations and warranties set forth in Article V, as they apply to such Subsidiary, shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the effective date of the addition of such Subsidiary as a Borrower hereunder, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date;

(vi) no Default or Event of Default has occurred and is continuing (unless such designation would cure such Default or Event of Default);

(vii) no Default or Event of Default would result from or exist immediately after such designation;

(viii) there shall be no applicable Laws (including AML Legislation) that would prohibit or restrain, or impose or result in the imposition of any material adverse condition upon, any Lender in making Advances to such new Borrower;

(ix) such Subsidiary has provided to the Administrative Agent, for and on behalf of the Lenders:

(A) a joinder to this Agreement, in the form attached hereto at Exhibit E, pursuant to which it has agreed to be bound hereto as a "Borrower" (each, a "***Borrower Joinder***");

(B) a Loan Party Guarantee or a joinder or supplement with respect to an existing Loan Party Guarantee; and

(C) a certified copy of directors' resolutions of such Subsidiary authorizing it to become a Borrower and incur the Obligations hereunder, together with a legal opinion with respect thereto in substantially the same form as the opinion of the Primary Borrower's counsel delivered on August 1, 2023; and

(x) not less than five (5) Business Days in advance of the effective date of the Borrower Joinder, all such information as is required to comply with each Lender's applicable "know your client" requirements and AML Legislation, to the extent requested by such Lender in writing at least ten (10) Business Days prior to such effective date, and each Lender has confirmed to the Agent that its "know your client" requirements have been satisfied.

Upon the effective date of any Borrower Joinder, the applicable Subsidiary shall be deemed to be a Borrower and the Agent shall promptly notify the Primary Borrower and the Lenders that the addition of such Subsidiary as a Borrower hereunder has become effective.

(b) The Primary Borrower may designate any Subsidiary that is a Borrower to cease to be a Borrower (each, a "***Non-Borrower Designation***"); provided that, (A) no Default has occurred and is continuing and no Default or Event of Default would result from or exist immediately after such Non-Borrower Designation, (B) immediately after giving effect to such Non-Borrower Designation the aggregate Outstanding Amount with respect to such Subsidiary shall be reduced to zero (either by prepayment, Cash Collateralization, return of outstanding Letters of Credit for cancellation, or assignment to a continuing Borrower) and (C) not more than one Non-Borrower Designation shall occur in any one fiscal quarter;. A Non-Borrower Designation in respect of a Subsidiary shall not, in and of itself, result in the designation of such Subsidiary as an Unrestricted Subsidiary.

Upon the effective date of any Non-Borrower Designation, the applicable Subsidiary shall be deemed to cease to be a Borrower and the Agent shall promptly notify the Primary Borrower and the Lenders that removal of such Subsidiary as a Borrower hereunder has become effective.

(c) The Primary Borrower may, by written notice to the Administrative Agent, designate any Subsidiary as an Unrestricted Subsidiary if:

(i) no Default or Event of Default has occurred and is continuing (unless such designation would cure such Default or Event of Default);

(ii) no Default or Event of Default would result from or exist immediately after such designation;

(iii) immediately after giving effect to such designation, the Primary Borrower shall be in Pro Forma Compliance with the Interest Coverage Ratio and the covenant set out in Section 6.15; and

(iv) the Primary Borrower shall have delivered to the Administrative Agent an officer's certificate executed by a Responsible Financial Officer of the Primary Borrower, certifying compliance with the requirements of preceding clauses (i) through (iii), and containing the calculations and information required by the preceding clause (iii);

provided, further, a Subsidiary shall not be an Unrestricted Subsidiary if it has one or more Subsidiaries that are Restricted Subsidiaries.

The Primary Borrower may designate any Unrestricted Subsidiary to be a Restricted Subsidiary for purposes of this Agreement (each, a "***Subsidiary Redesignation***"); provided that (A) no Default has occurred and is continuing (unless such Subsidiary Redesignation would cure such Default) and no Default or Event of Default would result from or exist immediately after such Subsidiary Redesignation, (B) immediately after giving effect to such Subsidiary Redesignation, the Primary Borrower shall be in Pro Forma Compliance with the Financial Covenants and the covenant set out in Section 6.15 and (C) the Primary Borrower shall have delivered to the Administrative Agent an officer's certificate executed by a Responsible Financial Officer of the Primary Borrower, certifying compliance with the requirements of preceding clauses (A) and (B), and containing the calculations and information required by the preceding clause (B).

ARTICLE III
TAXES, INCREASED COSTS PROTECTION AND ILLEGALITY

3.01 Taxes.

(a) Except as provided in this Section 3.01, any and all payments by a Borrower and any other Loan Party to or for the account of the Administrative Agent or any Lender under any Loan Document shall be made free and clear of and without deduction for any and all present or future taxes, duties, levies, imposts, deductions, assessments, fees, withholdings or similar charges imposed by any Governmental Authority, and all liabilities (including additions to tax, penalties and interest) related thereto (collectively, "***Impositions***"), excluding, in the case of the Administrative Agent and each Lender or other recipient or beneficial owner of payment to be made by or on account of a Loan Party under any Loan Document, any Impositions (w) imposed on or measured by its net income (including any taxes similar to branch profits tax or capital, and franchise (and similar) taxes imposed on it in lieu of net income taxes), by the jurisdiction (or any political subdivision thereof) under the Laws of which the Administrative Agent or such Lender, as the case may be, is organized, resident, in which its principal office is located, in which it maintains its Lending Office or in which it is subject to such Imposition by reason of a present or former connection between it and such jurisdiction (other than a connection arising solely from the Administrative Agent or such Lender (or its applicable Lending Office) as the case may be, becoming a party hereto, having executed, delivered or performed its obligations under any Loan Document, received a payment under, enforced its rights under, received or perfected a security interest under, or engaged in any other transaction pursuant to, a Loan Document), (x) that are U.S. federal withholding taxes imposed on amounts payable to such Lender that would not have been imposed (but for a failure by such Lender, or any other legal or beneficial holder of a Loan under this Agreement or any other Loan Document or any foreign financial institution through which payments on the Loans under this Agreement or any other Loan Document are made, to comply with the requirements of FATCA to establish an exemption from withholding thereunder), and any Taxes arising from a Lender's obligations imposed under the *Canada-United States Enhanced Tax Information Exchange Agreement Implementation Act* (Canada) or the similar provisions of legislation of any other applicable jurisdiction that has entered into an agreement with the United States of America to provide for the implementation of FATCA-based reporting in that jurisdiction, (y) that are Canadian withholding taxes arising as a result of the Administrative Agent, a Lender or other recipient or beneficial owner of a payment to be made by or on account of a Loan Party under any Loan Document not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)) with such Loan Party, the Administrative Agent, a Lender or other recipient or beneficial owner of a payment to be made by or on account of a Loan Party under any Loan Document being a "specified non-resident shareholder" (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of a Borrower or not dealing at arm's length (for the purposes of the Income Tax Act (Canada)) with a "specified shareholder" (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of a Borrower, or the Administrative Agent, a Lender or other recipient or beneficial owner of a payment to be made by or on account of a Loan Party under any Loan Document being a "specified entity" (as defined in subsection 18.4(1) of the *Income Tax Act* (Canada)) in respect of a Borrower (other than a connection arising solely from the Administrative Agent or such Lender (or its applicable Lending Office) as the case may be, becoming a party hereto, having executed, delivered or performed its obligations under any Loan Document, received a payment under, enforced its rights under, received or perfected a security interest under, or engaged in any other transaction pursuant to, a Loan Document), and (z) interest and penalties with respect to any amount referred to clauses (w), (x) and (y) (all such non-excluded Impositions being hereinafter referred to as "***Taxes***" and all such excluded Impositions being hereinafter referred to as "***Excluded Taxes***"); provided, however, that, if at the date of the Assignment and Assumption pursuant to which a Lender becomes a party to this Agreement, the Lender's assignor was entitled to payments under this clause (a) in respect of withholding tax with respect to payments, then, to such extent, the term Taxes shall include (in addition to withholding taxes that may be imposed in the future or other amounts otherwise includable in Taxes) withholding tax, if any, imposed under applicable Law with respect to the Lender's assignee on such date. Subject to Section 11.16(d), if any Loan Party or any other applicable withholding agent shall be required by any Laws of a relevant taxing jurisdiction to deduct any Taxes or Other Taxes from or in respect of any sum payable under any Loan Document to the Administrative Agent or any Lender, (i) the sum payable shall be increased by the applicable Loan Party as necessary so that after all required deductions (including deductions applicable to additional sums payable under this Section 3.01) have been made, each of the Administrative Agent and such Lender receives an amount equal to the sum it would have received had no such deductions been made, (ii) the applicable withholding agent shall make such deductions, (iii) the applicable withholding agent shall pay the full amount deducted to the relevant taxation authority or other Governmental Authority in accordance with applicable Laws, and (iv) within thirty (30) days after the date of such payment, the Loan Party making such payments shall furnish to the Administrative Agent or Lender (as the case may be) the original or a certified copy of a receipt evidencing payment thereof to the extent such a receipt is issued therefor, or other written proof of payment thereof that is reasonably satisfactory to the Administrative Agent.

(b) In addition but without duplication, the Borrowers agree to pay any and all present or future stamp, court or documentary taxes and any other excise, property, intangible or mortgage recording taxes, charges or similar levies imposed by a relevant taxing jurisdiction which arise from any payment made under any Loan Document or from the execution, delivery, performance, enforcement or registration of, or otherwise with respect to, any Loan Document (hereinafter referred to as "***Other Taxes***").

(c) Subject to Section 11.16(d), The Borrowers agree to indemnify the Administrative Agent and each Lender for (i) the full amount of Taxes and Other Taxes (including any Taxes or Other Taxes imposed or asserted by any Governmental Authority of any relevant taxing jurisdiction on amounts payable under this Section 3.01) paid by the Administrative Agent and such Lender, and (ii) any reasonable expenses arising therefrom or with respect thereto, in each case whether or not such Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; provided the Administrative Agent or Lender, as the case may be, provides the Borrowers with a written statement thereof setting forth in reasonable detail the basis and calculation of such amounts. Payment under this Section 3.01(c) shall be made within thirty (30) days after the date such Lender or the Administrative Agent makes a written demand therefor.

(d) Notwithstanding anything herein to the contrary, the Borrowers shall not be required pursuant to this Section 3.01 to pay any additional amount to, or to indemnify, any Lender or the Administrative Agent, as the case may be, (i) to the extent that such Lender or the Administrative Agent becomes subject to Taxes subsequent to the Amendment and Restatement Date (or, if later, the date such Lender or the Administrative Agent becomes a party to this Agreement) as a result of a change in the place of organization or residence of such Lender or the Administrative Agent, a change in the Lending Office of such Lender, or a change in the principal office of such Lender or the Administrative Agent, except to the extent that any such change is requested or required by the Borrowers or to the extent that such Lender or the Administrative Agent was entitled, at the time of the change in place of organization, residence or the change in Lending Office, to receive additional amounts from the Borrowers pursuant to Sections 3.01(a) and (c) (and provided, that nothing in this clause (d) shall be construed as relieving the Borrowers from any obligation to make such payments or indemnification in the event of a change in Law) or (ii) where for Canadian income tax purposes, such Lender or the Administrative Agent, as the case may be, becomes subject to Taxes as a consequence of such Lender or the Administrative Agent not dealing at arm's length with the Borrowers; provided that this subclause (ii) shall not apply to the extent that such Lender or the Administrative Agent, as the case may be, is considered to have not dealt at arm's length with the Borrowers for Canadian income tax purposes as a result of a change in Law after the Amendment and Restatement Date.

(e) If any Lender or the Administrative Agent determines in its sole discretion (exercised in good faith) that it has received a refund in respect of any Taxes or Other Taxes as to which indemnification or additional amounts have been paid to it by the Borrowers pursuant to this Section 3.01, it shall promptly remit such refund (including any interest included in such refund paid by the relevant Governmental Authority) to the Borrowers, net of all out-of-pocket expenses (including any taxes imposed with respect to such refund) of the Lender or the Administrative Agent, as the case may be; provided, however, that the Borrowers, upon the request of the Lender or the Administrative Agent, as the case may be, agree promptly to return such refund (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to such party in the event such party is required to repay such refund to the relevant taxing authority. Such Lender or the Administrative Agent, as the case may be, shall, at the Borrowers' request, provide the Borrowers with a copy of any notice of assessment or other evidence of the requirement to repay such refund received from the relevant Governmental Authority (provided that such Lender or the Administrative Agent may delete any information therein that such Lender or the Administrative Agent deems confidential). Nothing herein contained shall interfere with the right of a Lender or the Administrative Agent to arrange its tax affairs in whatever manner it thinks fit nor oblige any Lender or the Administrative Agent to disclose any information relating to its tax affairs or any computations in respect thereof or require any Lender or the Administrative Agent to do anything that would prejudice its ability to benefit from any other refunds, credits, reliefs, remissions or repayments to which it may be entitled.

(f) Each Lender agrees that, upon the occurrence of any event giving rise to the operation of Section 3.01(a) or (c) with respect to such Lender it will, if requested by the Borrowers, use commercially reasonable efforts (subject to such Lender's overall internal policies of general application and legal and regulatory restrictions) to avoid or reduce to the greatest extent possible any indemnification or additional amounts being due under this Section 3.01, including to designate another Lending Office for any Loan or Letter of Credit affected by such event; provided that such efforts are made on terms that, in the reasonable judgment of such Lender, cause such Lender and its Lending Office(s) to suffer no material economic, legal or regulatory disadvantage, and provided, further, that nothing in this Section 3.01(f) shall affect or postpone any of the Obligations of the Borrowers or the rights of such Lender pursuant to Sections 3.01(a) and (c). The Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender as a result of a request by any Borrower under this Section 3.01(f).

3.02 Illegality.

If any Lender reasonably determines that any 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, maintain or fund Loans whose interest is determined by reference any Benchmark, or to determine or charge interest rates based upon any such Benchmark, then, upon notice thereof by such Lender to the Borrowers (through the Administrative Agent) (such notice, an "***Illegality Notice***"), (a) any obligation of such Lender to make or continue such Benchmark Loans or to Convert U.S. Base Rate Loans to SOFR Loans (with respect to Loans denominated in U.S. Dollars) or Canadian Prime Rate Loans to CORRA Loans (with respect to Loans denominated in Canadian Dollars), as applicable, shall be suspended, and (b) if such notice asserts the illegality of such Lender making or maintaining the relevant Loans is caused by reference to a specific component of such interest rate that is determined with reference to a Benchmark which has been determined to be unlawful, the interest rate on which each such Loan shall be determined by the Administrative Agent shall be such interest rate without reference to the applicable Benchmark component thereof, in each case, until each affected Lender notifies the Administrative Agent and the Borrowers that the circumstances giving rise to such determination no longer exist. Upon receipt of an Illegality Notice, the Borrowers shall, upon demand from any Lender (with a copy to the Administrative Agent), prepay or, if applicable, Convert all affected Loans of such Lender to Canadian Prime Rate Loans (with respect to Loans denominated in Canadian Dollars) or U.S. Base Rate Loans (with respect to Loans denominated in U.S. Dollars), as applicable (the interest rate on which shall, if necessary to avoid such illegality, be determined by the Administrative Agent without reference to the Benchmark component of such interest rate which has been determined to be unlawful), either on the last day of the Interest Period therefor, if all affected Lenders may lawfully continue to maintain such Loans to such day, or immediately, if any Lender may not lawfully continue to maintain such Loans, in each case, until the Administrative Agent is advised in writing by each affected Lender that it is no longer illegal for such Lender to determine or charge interest rates based upon the applicable Benchmark. Upon any such prepayment or Conversion following receipt of an Illegality Notice, the Borrowers shall also pay accrued interest on the amount so prepaid or Converted, together with any additional amounts required pursuant to Section 3.03. Each Lender agrees to designate a different Lending Office if such designation will avoid the need for an Illegality Notice and will not, in the good faith judgment of such Lender, otherwise be materially disadvantageous to the Lender.

3.03 Increased Cost and Reduced Return; Capital Adequacy.

(a) If any Lender reasonably determines that as a result of the introduction of or any change in or in the interpretation of any Law, in each case after the Amendment and Restatement Date, or such Lender's compliance therewith, there shall be any increase in the cost to such Lender of agreeing to make or making, funding or maintaining any Benchmark Loan or (as the case may be) issuing or participating in Letters of Credit, or a reduction in the amount received or receivable by such Lender in connection with any of the foregoing or any increase in tax or changes in the basis of taxation of payments to such Lender in respect thereof (excluding for purposes of this Section 3.03(a)) (i) any such increased costs or reduction in amount resulting from Taxes or Other Taxes indemnified under Section 3.01 or any Excluded Taxes and (ii) reserve requirements reflected in the Term SOFR, Adjusted Term CORRA or Adjusted Daily Compounded CORRA, then from time to time within fifteen (15) days after demand of such Lender setting forth in reasonable detail such increased costs (with a copy of such demand to the Administrative Agent given in accordance with Section 3.05), the Borrowers shall pay to such Lender such additional amounts as will compensate such Lender for such increased cost or reduction.

(b) If any Lender determines that the introduction of any Law regarding capital adequacy or any change therein or in the interpretation thereof, in each case after the Amendment and Restatement Date, or compliance by such Lender (or its Lending Office) therewith, has the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of such Lender's obligations hereunder (taking into consideration its policies with respect to capital adequacy and such Lender's desired return on capital), then from time to time within fifteen (15) days after demand of such Lender setting forth in reasonable detail the charge and the calculation of such reduced rate of return (with a copy of such demand to the Administrative Agent given in accordance with Section 3.05), the Borrowers shall pay to such Lender such additional amounts as will compensate such Lender for such reduction within ten (10) days after receipt of demand therefor.

(c) The Borrowers shall not be required to compensate a Lender pursuant to Section 3.03(a) or (b) for any such increased cost or reduction incurred more than ninety (90) days prior to the date that such Lender demands, or notifies the Borrowers of its intention to demand, compensation therefor; provided, that, if the circumstance giving rise to such increased cost or reduction is retroactive, then such ninety (90)-day period referred to above shall be extended to include the period of retroactive effect thereof.

(d) If any Lender requests compensation under this Section 3.03, then such Lender will, if requested by the Borrowers and at the Borrowers' expense, use commercially reasonable efforts to designate another Lending Office for any Loan or Letter of Credit affected by such event; provided that such efforts would not, in the judgment of such Lender, be inconsistent with the internal policies of, or otherwise be disadvantageous in any material legal, economic or regulatory respect to such Lender or its Lending Office. The provisions of this clause (d) shall not affect or postpone any Obligations of the Borrowers or rights of such Lender pursuant to Section 3.03(a), (b) or (c).

(e) Notwithstanding anything contained in this Section 3.03 and for all purposes hereof, the *Dodd-Frank Wall Street Reform and Consumer Protection Act* and all requests, rules, regulations, guidelines and directives thereunder or issued in connection therewith and all requests, rules, regulations, guidelines and directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority or any United States, Canadian or foreign regulatory authority) (collectively, the "***New Rules***") shall, in each case, be deemed a "change in Law" under Section 3.03 regardless of the date enacted, adopted or issued but only to the extent (i) applicable to a Lender claiming additional amounts, (ii) materially different from that in effect on the date hereof, and (iii) such New Rules have general application to substantially all banks and their Affiliates within the jurisdiction in which such Lender operates.

3.04 Funding Losses.

Upon written demand of any Lender (with a copy to the Administrative Agent given in accordance with Section 3.05) from time to time, setting forth in reasonable detail the basis for calculating such compensation, the Borrowers shall promptly compensate such Lender for and hold such Lender harmless from any loss, cost or expense incurred by it as a result of:

(a) any Rollover, Conversion, payment or prepayment of any Benchmark Loan on a day other than the last day of the Interest Period for such Loan (whether voluntary, mandatory, automatic, by reason of acceleration, or otherwise);

(b) any failure by any Borrower (for a reason other than the failure of such Lender to make a Loan) to prepay, borrow, continue or Convert any Benchmark Loan on the date or in the amount notified by such Borrower (including, without limitation, as the result of the revocation of any Committed Loan Notice pursuant to Section 2.02(i), any Letter of Credit Application pursuant to Section 2.03(l) or any Swing Line Loan Notice pursuant to Section 2.04(h)); or

(c) any mandatory assignment of such Lender's Loans (other than U.S. Base Rate Loans or Canadian Prime Rate Loans) pursuant to Section 3.06 on a day other than the last day of the Interest Period for such Loans;

including any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain such Loan or from fees payable to terminate the deposits from which such funds were obtained, but excluding any such loss for which no reasonable means of calculation exist. A certificate of such Lender (acting reasonably and prepared in good faith) submitted by the Administrative Agent setting out the basis for the determination of the amount necessary to indemnify such Lender shall be, in the absence of manifest error, *prima facie* evidence thereof.

3.05 Matters Applicable to All Requests for Compensation.

(a) A certificate of the Administrative Agent or any Lender claiming compensation under this Section 3.05 and setting forth the additional amount or amounts to be paid to it hereunder shall be conclusive in the absence of manifest error. In determining such amount, the Administrative Agent or such Lender may use any reasonable averaging and attribution methods.

(b) With respect to any Lender's claim for compensation under this Section 3.05, the Borrowers shall not be required to compensate such Lender for any amount incurred more than ninety (90) days prior to the date that such Lender notifies the Borrowers of the event that gives rise to such claim; provided, that, if the circumstance giving rise to such claim is retroactive, then such ninety (90)-day period referred to above shall be extended to include the period of retroactive effect thereof. If any Lender requests compensation by the Borrowers under Section 3.03, the applicable Borrowers may, by notice to such Lender (with a copy to the Administrative Agent), suspend the obligation of such Lender to make or Rollover from one Interest Period to another Benchmark Loan, or to Convert U.S. Base Rate Loans or Canadian Prime Rate Loans into Benchmark Loans, until the event or condition giving rise to such request ceases to be in effect (in which case the provisions of Section 3.05(c) shall be applicable); provided, that such suspension shall not affect the right of such Lender to receive the compensation so requested.

(c) If the obligation of any Lender to make or Rollover from one Interest Period to another any Benchmark Loan, or to Convert U.S. Base Rate Loans or Canadian Prime Rate Loans into Benchmark Loans shall be suspended pursuant to Section 3.05(b) hereof, such Lender's Benchmark Loans of the Type suspended shall be automatically Converted into U.S. Base Rate Loans or Canadian Prime Rate Loans, as applicable, on the last day(s) of the then current Interest Period(s) for such Benchmark Loans (or, in the case of an immediate Conversion required by Section 3.02, on such earlier date as required by Law) and, unless and until such Lender gives notice as provided below that the circumstances specified in Section 3.02, or 3.03 that gave rise to such Conversion no longer exist:

(i) to the extent that such Lender's Benchmark Loans have been so Converted, all payments and prepayments of principal that would otherwise be applied to such Lender's Benchmark Loans shall be applied instead to its U.S. Base Rate Loans or Canadian Prime Rate Loans, as applicable; and

(ii) all Loans that would otherwise be made or Rolled Over from one Interest Period to another by such Lender as Benchmark Loans shall instead be made as or Converted to U.S. Base Rate Loans or Canadian Prime Rate Loans, as applicable, and all U.S. Base Rate Loans or Canadian Prime Rate Loans, as applicable, of such Lender that would otherwise be Converted into Benchmark Loans shall remain as U.S. Base Rate Loans or Canadian Prime Rate Loans, as applicable.

(d) If any Lender gives notice to the Borrowers (with a copy to the Administrative Agent) that the circumstances specified in Section 3.02 or 3.03 that gave rise to the Conversion of such Lender's

Benchmark Loans pursuant to this Section 3.05 no longer exist (which such Lender agrees to do promptly upon such circumstances ceasing to exist) at a time when Benchmark Loans made by other Appropriate Lenders are outstanding, such Lender's U.S. Base Rate Loans or Canadian Prime Rate Loans, as applicable, shall be automatically Converted, on the first day(s) of the next succeeding Interest Period(s) for such outstanding Benchmark Loans of the applicable Type, to the extent necessary so that, after giving effect thereto, all Loans held by the Appropriate Lenders holding Benchmark Loans of the applicable Type and by such Lender are held *pro rata* (as to principal amounts, interest rate basis, and Interest Periods) in accordance with their respective Revolving Credit Commitments.

3.06 Replacement of Lenders Under Certain Circumstances.

(a) If at any time (i) the Borrowers become obligated to pay additional amounts or indemnity payments described in Section 3.01 or 3.03 as a result of any condition described in such Sections or any Lender ceases to make SOFR Loans as a result of any condition described in Section 3.02, (ii) any Lender becomes a Defaulting Lender or a Sanctioned Lender or (iii) any Lender becomes a "Non-Consenting Lender" (as defined below in this Section 3.06), then the Borrowers may, on ten (10) Business Days' prior written notice to the Administrative Agent and such Lender, either (i) replace such Lender by causing such Lender to (and such Lender shall be obligated to) assign pursuant to Section 11.08(c) (with the assignment fee to be paid by the Borrowers in such instance) all of its rights and obligations under this Agreement to one or more Eligible Assignees; provided that neither the Administrative Agent nor any Lender shall have any obligation to the Borrowers to find a replacement Lender or other such Person or (ii) terminate the Revolving Credit Commitment of such Lender or L/C Issuer, as the case may be, and (1) in the case of a Lender (other than an L/C Issuer), repay all obligations of the Borrowers owing to such Lender relating to the Loans and participations held by such Lender as of such termination date and (2) in the case of an L/C Issuer, repay all Obligations of the Borrowers owing to such L/C Issuer relating to the Loans and participations held by such L/C Issuer as of such termination date and cancel or backstop on terms satisfactory to such L/C Issuer (acting reasonably) any Letters of Credit issued by it; provided that in the case of any such termination of a Non-Consenting Lender, such termination shall be sufficient (together with all other consenting Lenders) to cause the adoption of the applicable departure, waiver or amendment of the Loan Documents.

(b) Any Lender being replaced pursuant to Section 3.06(a) above shall execute and deliver an Assignment and Assumption with respect to such Lender's Revolving Credit Commitment and outstanding Loans and participations in L/C Obligations and Swing Line Loans, and (i) the assignee Lender shall acquire all or a portion, as the case may be, of the assigning Lender's Revolving Credit Commitment and outstanding Loans and participations in L/C Obligations and Swing Line Loans, (ii) all obligations of the Borrowers owing to the assigning Lender relating to the Loans and participations so assigned shall be paid in full by the assignee Lender to such assigning Lender concurrently with such assignment and assumption and (iii) upon such payment, the assignee Lender shall become a Lender hereunder and the assigning Lender shall cease to constitute a Lender hereunder with respect to such assigned Loans, Revolving Credit Commitments and participations, except with respect to indemnification provisions under this Agreement, which shall survive as to such assigning Lender. In connection with any such replacement, if any such Non-Consenting Lender, Defaulting Lender or Sanctioned Lender does not execute and deliver to the Administrative Agent a duly executed Assignment and Assumption reflecting such replacement within five (5) Business Days of the date on which the assignee Lender executes and delivers such Assignment and Assumption to such Non-Consenting Lender, Defaulting Lender or Sanctioned Lender, then such Non-Consenting Lender, Defaulting Lender or Sanctioned Lender shall be deemed to have executed and delivered such Assignment and Assumption without any action on the part of such

Non-Consenting Lender, Defaulting Lender or Sanctioned Lender. In connection with the replacement of any Lender pursuant to Section 3.06(a) above, the Borrowers shall pay to such Lender such amounts as may be required pursuant to Section 3.04.

(c) Notwithstanding anything to the contrary contained above, (i) any Lender that acts as an L/C Issuer may not be replaced hereunder at any time that it has issued any Letter of Credit outstanding hereunder unless arrangements satisfactory to such L/C Issuer (including the furnishing of a back-up standby letter of credit in form and substance, and issued by an issuer reasonably satisfactory to such L/C Issuer or the depositing of Cash Collateral into a Cash Collateral Account in amounts and pursuant to arrangements reasonably satisfactory to such L/C Issuer) have been made with respect to such outstanding Letter of Credit, (ii) the Lender that acts as the Administrative Agent may not be replaced hereunder except in accordance with the terms of Section 10.09.

(d) In the event that (i) a Borrower or the Administrative Agent has requested the Lenders to consent to a departure or waiver of any provisions of the Loan Documents or to agree to any amendment thereto, (ii) the consent, waiver or amendment in question requires the agreement of all affected Lenders in accordance with the terms of Section 11.01 and (iii) the Required Lenders have agreed to such consent, waiver or amendment, then any Lender who does not agree to such consent, waiver or amendment shall be deemed a "***Non-Consenting Lender***."

3.07 Survival.

All of the Borrowers' obligations under this Article III shall survive termination of the Aggregate Commitments and repayment of all other Obligations hereunder and resignation of the Administrative Agent.

ARTICLE IV
CONDITIONS PRECEDENT TO CREDIT AGREEMENT

4.01 Conditions of Effectiveness of Credit Agreement.

The effectiveness of this Agreement is subject to satisfaction or waiver (in accordance with Section 11.01) of the following conditions precedent:

(a) The Administrative Agent's receipt of the following, each of which shall be originals or facsimiles or other electronic format files, each properly executed by a Responsible Officer of the Primary Borrower, each dated as of the Amendment and Restatement Date (or, in the case of certificates of governmental officials or resolutions, a recent date before the Amendment and Restatement Date) and each in form and substance reasonably satisfactory to the Administrative Agent:

(i) executed counterparts of this Agreement;

(ii) a certificate of incumbency for the Responsible Officer(s) which execute this Agreement; and

(iii) a certificate of status evidencing that the Primary Borrower is validly existing in the Province of Alberta.

(b) All costs, fees, expenses (including legal fees and expenses and recording taxes and fees) and other compensation contemplated by any agreement by any Borrower payable to the Administrative

Agent or the Lenders shall have been paid to the extent due (and, in the case of expenses, invoiced in reasonable detail).

Without limiting the generality of the provisions of Section 10.03, for purposes of determining compliance with the conditions specified in this Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Amendment and Restatement Date specifying its objection thereto.

4.02 Conditions to All Credit Extensions.

The obligation of each Lender to honor any Request for Credit Extension (other than a Committed Loan Notice requesting only a Conversion of Loans to another Type or a Rollover of Benchmark Loans or Letters of Credit where only clause (b) below shall apply) is subject to the following conditions precedent:

(a) The representations and warranties of the Borrowers and each other Loan Party contained in Article V or any other Loan Document shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the date of such Credit Extension, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date, and except that for purposes of this Section 4.02, the representations and warranties contained in Sections 5.05(a), (b) and (c) shall be deemed to refer to the most recent statements furnished pursuant to Sections 6.01(a) and (b), respectively.

(b) No Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds therefrom.

(c) The Administrative Agent and, if applicable, the applicable L/C Issuer or Swing Line Lender shall have received a Request for Credit Extension in accordance with the requirements hereof.

(d) The Administrative Agent shall have received the notice with respect to a Hostile Acquisition, if required to be given pursuant to Section 4.03, and the other provisions of Section 4.03, if applicable, will have been complied with.

Each Request for Credit Extension (other than a Committed Loan Notice requesting only a Conversion of Loans to the other Type or a Rollover of Benchmark Loans or Letters of Credit) submitted by a Borrower shall be deemed to be a representation and warranty that the conditions specified in Sections 4.02(a) and 4.02(b) have been satisfied (unless waived) on and as of the date of the applicable Credit Extension.

4.03 Hostile Acquisitions.

If any Borrower wishes to utilize, whether directly or indirectly, a Borrowing to facilitate, assist or participate in a Hostile Acquisition by any Loan Party or any Affiliate thereof:

(a) at least ten (10) Business Days prior to the delivery to the Administrative Agent of a Request for Credit Extension made in connection with a Hostile Acquisition, a Responsible Officer of the applicable Borrower will notify the Administrative Agent in writing (who will then notify the Appropriate Lenders) of the particulars of the Hostile Acquisition in sufficient detail to enable each

Appropriate Lender to determine, in each Appropriate Lender's sole discretion, whether it will permit a Borrowing to be utilized for such Hostile Acquisition;

(b) if an Appropriate Lender decides not to fund a Borrowing to be utilized for such Hostile Acquisition, then upon such Appropriate Lender so notifying the Administrative Agent in writing (who will then notify the applicable Borrower), such Appropriate Lender will have no obligation to fund such Borrowing notwithstanding any other provision of this Agreement to the contrary; and

(c) each Appropriate Lender will use reasonable commercial efforts to notify the Administrative Agent in writing as soon as practicable (and in any event within five (5) Business Days of receipt of the particulars thereof from the Administrative Agent) of its decision whether or not to fund a proposed Hostile Acquisition and if no such notice is delivered to the Administrative Agent in such period, such Appropriate Lender will be deemed to have elected not to fund.

4.04 Adjustment of Pro Rata Share.

If an Appropriate Lender elects not to participate in a Borrowing which is to be used to fund a Hostile Acquisition (a "***Non-Participating Lender***"), such Borrowing will be reduced by the Non-Participating Lenders' Pro Rata Share thereof and the allocation among all Appropriate Lenders who are not Non-Participating Lenders (each, a "***Participating Lender***") of interest and other fees payable by any Borrower hereunder, including Standby Fees, will be adjusted so as to reflect the non-participation by the Non-Participating Lender in the Borrowing, and thereafter the Pro Rata Share of each Participating Lender, for such purposes only, will reflect the Canadian Dollar Equivalent of the Total Outstandings then funded by each Participating Lender based on the Canadian Dollar Equivalent of the Total Outstandings of all Participating Lenders after taking into account the non-participation by the Non-Participating Lender in the requested Borrowing. Notwithstanding the adjustment of the Pro Rata Share pursuant to this Section 4.04, there will be no reduction in the Revolving Credit Commitment of each Non-Participating Lender. If Borrowings are used to finance a Hostile Acquisition and there are Non-Participating Lenders, subsequent Borrowings shall be funded firstly by Non-Participating Lenders, and subsequent principal repayments under the Revolving Credit Facility shall be applied firstly to reduce the Outstanding Amount of all Participating Lenders, in each case, until such time as the proportion that the amount of each Lender's Outstanding Amount under the Revolving Credit Facility bears to the aggregate Outstanding Amount under the Revolving Credit Facility is equal to such proportion which would have been in effect but for the application of this Section 4.04.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Each Borrower represents and warrants to the Administrative Agent and the Lenders that:

5.01 Existence, Qualification and Power.

Each Restricted Party (a) is a Person duly organized, formed, incorporated or amalgamated, validly existing and in good standing, to the extent applicable, under the Laws of the jurisdiction of its incorporation, organization, formation or amalgamation, (b) has all requisite power and authority to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party (in the case of a Loan Party), (c) is duly qualified and in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification and (d) has all requisite governmental licenses, authorizations, consents and approvals to operate its business as currently conducted; except in each case referred to above (other than (b)(ii)), to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect.

5.02 Authorization; No Contravention.

The execution, delivery and performance by each Loan Party of each Loan Document to which such Person is a party, are within such Loan Party's corporate or other powers, have been duly authorized by all necessary corporate or other organizational action, by such Loan Party, and do not (a) contravene the terms of any of such Loan Party's Organization Documents, (b) conflict with or result in any breach or contravention of, or the creation of any Lien under (other than Permitted Liens) (i) any Contractual Obligation to which such Loan Party is a party or affecting such Loan Party or the properties of such Loan Party or any of its Restricted Subsidiaries, (ii) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which such Loan Party or its property is subject or (iii) any approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person to which such Loan Party or its property is subject; or (c) violate any Law; in each case, except with respect to any violation, breach or contravention (but not creation of Liens) referred to in clause (b), to the extent that such violation, conflict, breach, contravention or payment would not reasonably be expected to have a Material Adverse Effect.

5.03 Governmental Authorization; Other Consents.

No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, any Loan Party of this Agreement or any other Loan Document, except for (x) the approvals, consents, registrations, exemptions, authorizations, actions, notices and filings which have been duly obtained, taken, given or made and are in full force and effect and (y) those approvals, consents, exemptions, authorizations or other actions, notices or filings, the failure of which to obtain or make would not reasonably be expected to have a Material Adverse Effect.

5.04 Binding Effect.

This Agreement and each other Loan Document has been duly executed and delivered by each Loan Party that is party thereto. This Agreement and each other Loan Document constitutes, a legal, valid and binding obligation of each Loan Party that is party thereto in accordance with its terms, enforceable against such Loan Party except as such enforceability may be limited by bankruptcy insolvency, reorganization, receivership, moratorium, arrangement, voidable preference and fraudulent conveyance or other laws affecting creditors' rights generally and by general principles of equity.

5.05 Financial Statements; No Material Adverse Effect.

(a) The Audited Financial Statements fairly present in all material respects the financial condition of the Primary Borrower and its Subsidiaries on a consolidated basis as of the date thereof and their results of operations and cash flows for the period covered thereby in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein.

(b) The unaudited consolidated financial statements of the Primary Borrower most recently delivered pursuant to Section 6.01(b), and the related consolidated statements of operations, equity and cash flows for such fiscal quarters and *pro forma* periods (if any) (i) were prepared in accordance with GAAP consistently applied throughout the period covered thereby, except as otherwise expressly noted therein, and (ii) fairly present in all material respects the financial condition of the Primary

Borrower and its Subsidiaries on a consolidated basis as of the date thereof and their results of operations and cash flows for the period covered thereby, subject to the absence of footnotes and to normal year-end audit adjustments.

(c) Since the date of the financial statements most recently delivered pursuant to Section 6.01(a) or Section 6.01(b), as applicable, there has been no event or circumstance, either individually or in the aggregate, that has had or would reasonably be expected to have a Material Adverse Effect, other than as has been previously disclosed by a Borrower to the Administrative Agent in writing.

5.06 Litigation.

There are no actions, suits, proceedings, claims or disputes pending or, to any Borrower's knowledge, threatened in writing or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against the Restricted Parties or against any of their respective properties or revenues that, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect, other than as has been previously disclosed by a Borrower to the Administrative Agent in writing.

5.07 No Default or Event of Default.

No Default or Event of Default has occurred and is continuing or would result from any Credit Extension under this Agreement or from the application of the proceeds therefrom.

5.08 Ownership of Property; Liens.

Each Restricted Party has good record and indefeasible title in fee simple to, or valid leasehold interests in, all of its material property and assets, free and clear of all Liens except for (a) minor defects in title that do not materially interfere with its ability to conduct its business or to utilize such assets for their intended purposes and (b) Permitted Liens, except where the failure to have such title or interests would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

5.09 Environmental Compliance.

(a) The Restricted Parties and their respective operations and properties are in compliance with all applicable Environmental Laws, except to the extent the failure to do so would not reasonably be expected to have a Material Adverse Effect.

(b) Except as previously disclosed by a Borrower to the Administrative Agent in writing:

(i) to any Borrower's knowledge, there are no claims against any such parties alleging potential liability or responsibility for violation of any Environmental Law on their respective businesses, operations and properties that would, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(ii) (i) none of the properties currently or formerly owned or operated by any Restricted Party (collectively, the "***Properties***") is listed or, to any Borrower's knowledge, proposed for listing on the NPL or on the CERCLIS or any analogous foreign, state, provincial or local list or is adjacent to any such property; and (ii) to any Borrower's knowledge, there is no asbestos or asbestos-containing material on any property currently owned or operated by any Restricted Party requiring investigation, remediation, mitigation, removal, or assessment, or other response, remedial or corrective action, pursuant to Environmental

Law, in each case, except as would not reasonably be expected to have a Material Adverse Effect;

(iii) Hazardous Materials have not been Released by any Restricted Party on, at, under or from any property currently owned or operated by any Restricted Party and, to any Borrower's knowledge, Hazardous Materials have not been Released on, at, under or from any property currently or formerly owned or operated by any Restricted Party, except for such Releases, which, in the aggregate would not reasonably be expected to result in a Material Adverse Effect;

(iv) no Restricted Party is undertaking, and has not completed, either individually or together with other potentially responsible parties, any investigation, remediation, mitigation, removal, assessment or remedial, response or corrective action relating to any actual or threatened Release of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law except for such investigation or assessment or remedial or response action that, in the aggregate, would not reasonably be expected to result in a Material Adverse Effect; and

(v) all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or, to any Borrower's knowledge, formerly owned or operated by any Restricted Party have been disposed of in a manner not reasonably expected to result in Environmental Liability to any Restricted Party that would reasonably be expected to result in a Material Adverse Effect.

5.10 Operation of Properties.

All of the facilities, tanks and equipment in respect of all of the Restricted Parties' respective properties have been and will continue to be operated and maintained, as the case may be, in a good and workmanlike manner in accordance with sound industry practice and in accordance with all applicable Law, except, in each case, to the extent that the failure to do any of the foregoing would not be reasonably expected to have a Material Adverse Effect.

5.11 Insurance.

Each Loan Party has in full force and effect such policies of insurance in such amounts issued by such insurers of recognized standing covering the property of the Loan Parties as required by Section 6.07.

5.12 Taxes.

The Restricted Parties have filed all Federal, state, provincial, local, foreign and other tax returns and reports required to be filed, and have paid all Federal, provincial, state, local, foreign and other taxes, assessments, withholdings fees and other governmental charges levied or imposed upon them or their respective properties, income or assets otherwise due and payable (including in its capacity as a withholding agent), except those (a) which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP or (b) with respect to which the failure to make such filing or payment would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

5.13 Remittances.

All of the remittances and source deductions required to be made by each Restricted Party to the applicable federal, provincial, state, or municipal governments have been made, are currently up to date and there are no outstanding arrears, except to the extent that a failure to do so would not reasonably be expected to have a Material Adverse Effect.

5.14 Subsidiaries; Equity Interests.

As of the Amendment and Restatement Date, the Primary Borrower has no Subsidiaries other than those specifically disclosed in the Disclosure Schedule. As of the Amendment and Restatement Date, each Consolidated Party's jurisdiction of formation and status as a Borrower, Restricted Subsidiary or Unrestricted Subsidiary is as set forth in the Disclosure Schedule. As of the Amendment and Restatement Date, the legal and beneficial owners of the issued and outstanding Equity Interests of each Consolidated Party are as set out in the Disclosure Schedule (other than with respect to the Primary Borrower which is publicly owned).

5.15 Disclosure.

As of the Amendment and Restatement Date, no written report, financial statement, certificate or other written information furnished by or on behalf of any Loan Party (other than projected financial information, *pro forma* financial information and information of a general economic or industry nature) to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder or any other Loan Document prior to the Amendment and Restatement Date (as modified or supplemented by other information so furnished), when taken as a whole, contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein (when taken as a whole), in the light of the circumstances under which they were made, not materially misleading (after giving effect to all supplements and updates provided thereto); provided, that, with respect to projected and *pro forma* financial information, the Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time of preparation and delivery; it being understood that such projections may vary significantly from actual results and that such variances may be material.

5.16 Compliance with Laws.

Each Restricted Party is in compliance in all respects with the requirements of all Laws and all orders, writs, licenses, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to comply therewith, either individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.

5.17 Anti-Money Laundering.

To the extent applicable, each of the Loan Parties is in compliance, in all material respects, with (i) all AML Legislation (as hereafter defined), including the PATRIOT Act, and (ii) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation or executive order relating thereto. No part of the proceeds of the Loans will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of any AML Legislation or the United States Foreign Corrupt Practices Act of 1977, as amended.

5.18 Sanctions.

No Loan Party, their respective Subsidiaries, or, to the knowledge of the Primary Borrower, their respective directors or officers (i) is a Sanctioned Person, or (ii) knowingly engages in any dealings or transactions prohibited by any Economic Sanction, or is, knowingly, otherwise associated with any such Person in any manner that violates an Economic Sanction.

5.19 Ratings.

As of the Amendment and Restatement Date, the Primary Borrower has been issued a Rating of "BBB (low)" by DBRS and "BBB-" by S&P.

5.20 Book and Records.

All books and records of the Primary Borrower and the Restricted Subsidiaries have been fully, properly and accurately kept and completed and there are no inaccuracies or discrepancies of any kind contained or reflected therein, except to the extent any failure to do so or any such inaccuracy or discrepancy, as applicable, would not reasonably be expected to have a Material Adverse Effect.

5.21 *Pari Passu* Ranking.

The Total Outstandings of the Borrowers hereunder and the obligations of each Guarantor under its Loan Party Guarantee rank at least *pari passu* in right of payment with the other most senior unsecured unsubordinated Indebtedness for borrowed money of such Loan Party, other than such Indebtedness that is preferred by operation of Law.

ARTICLE VI
AFFIRMATIVE COVENANTS

While any Obligations under the Revolving Credit Facility are outstanding or any portion of the Revolving Credit Commitments remains available, each Borrower shall, and the Primary Borrower shall (except in the case of the covenants set forth in Sections 6.01, 6.02 and 6.03) cause each Restricted Subsidiary to:

6.01 Financial Statements.

Deliver to the Administrative Agent for further distribution to each Lender:

(a) (i) within ninety (90) days after the end of each fiscal year of the Primary Borrower or (ii) on or before such earlier date as may be required to be delivered under applicable Laws, a consolidated balance sheet of the Primary Borrower and its Subsidiaries as at the end of such fiscal year, and the related consolidated statements of operations, equity and cash flows for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year, all in reasonable detail and prepared in accordance with GAAP, audited and accompanied by a report and opinion of an independent certified chartered accountant of nationally recognized standing, which report and opinion shall be prepared in accordance with generally accepted auditing standards, together with (1) a customary management discussion and analysis and (2) with respect to any acquisitions or other investments consummated during such period, such *pro forma* information as would be required of a reporting issuer under National Instrument 51-102 − Continuous Disclosure Obligations of the CSA; and

(b) (i) within forty-five (45) days after the end of each of the first three (3) fiscal quarters of each fiscal year of the Primary Borrower or (ii) on or before such earlier date as may be required to be delivered under applicable Laws, a condensed consolidated balance sheet of the Primary Borrower and its Subsidiaries as at the end of such fiscal quarter, and the related consolidated statements of operations, equity and cash flows for such fiscal quarter and for the portion of the fiscal year then ended, setting forth in each case in comparative form the figures for the corresponding fiscal quarter of the previous fiscal year and the corresponding portion of the previous fiscal year, all in reasonable detail and certified by a Responsible Financial Officer of the Primary Borrower as fairly presenting in all material respects the financial condition of the Primary Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP as of the date thereof and their results of operations and cash flows for the period covered thereby, subject to the absence of footnotes and to normal year-end audit adjustments, together with (1) a customary management discussion and analysis and (2) with respect to any acquisition consummated during such period, such *pro forma* information as would be required of a reporting issuer under National Instrument 51-102 − Continuous Disclosure Obligations of the CSA.

6.02 Certificates; Other Information.

Deliver to the Administrative Agent for further distribution to each Lender:

(a) no later than five (5) Business Days after the delivery of the financial statements referred to in Section 6.01(a) and Section 6.01(b), a duly completed Compliance Certificate signed by a Responsible Financial Officer of the Primary Borrower (which delivery may be by electronic communication including fax or email and shall be deemed to be an original authentic counterpart thereof for all purposes);

(b) promptly after the same are available, copies of each annual report, proxy or financial statement or other report or communication (including material press releases) sent to the shareholders of the Primary Borrower, and copies of all filings which the Primary Borrower may file or be required to file, with a Canadian securities commission or similar authority, or with any Governmental Authority that may be substituted therefor, or with any national securities exchange, and in any case not otherwise required to be delivered to the Administrative Agent pursuant hereto; and

(c) promptly after the request therefor, such additional information regarding the business, legal, financial or corporate affairs of any Restricted Party, or compliance with the terms of the Loan Documents, as the Administrative Agent or any Lender may from time to time reasonably request.

Documents required to be delivered pursuant to Section 6.01(a), 6.01(b) or 6.02 (collectively, the "***Borrower Materials***") (to the extent any Borrower Materials are included in materials otherwise filed on SEDAR+) may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date (i) on which the Primary Borrower posts the Borrower Materials, or provides a link thereto, on the Primary Borrower's website on the Internet at the website address listed on Schedule III; or (ii) on which the Borrower Materials are posted on the Primary Borrower's behalf on IntraLinks/IntraAgency, Syndtrak or another relevant Internet or intranet website, if any, to which each Lender and the Administrative Agent have access (whether a commercial, third-party website or whether sponsored by the Administrative Agent); provided that the Primary Borrower shall notify (which may be by facsimile or electronic mail) the Administrative Agent of the posting of any Borrower Materials.

6.03 Notices.

Promptly, after a Responsible Officer of the Primary Borrower has obtained knowledge thereof, notify the Administrative Agent:

(a) of the occurrence of any Default or Event of Default;

(b) of the occurrence or reasonable assertion thereof, notice of any action, suits, proceedings, claims or disputes arising under any Environmental Law against or of any noncompliance by any Restricted Party with any Environmental Law or Environmental Permit that, in each case, would reasonably be expected to have a Material Adverse Effect;

(c) of the occurrence or reasonable assertion thereof, notice of any actions, suits, proceedings, claims or disputes pending or, to its knowledge, threatened in writing or contemplated, at law, in equity, in arbitration or before any Governmental Authority, by or against any Restricted Party or against any of their respective properties or revenues that, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect;

(d) of the Primary Borrower's entering into any binding agreement to effect a Change of Control, and in any event, such notice shall be provided at least fifteen (15) Business Days (or such shorter period as may be agreed by the Administrative Agent) prior to the occurrence of such Change of Control;

(e) of the occurrence of any Change of Control Triggering Event;

(f) of any change in, or withdrawal of, any of the Primary Borrower's Ratings;

(g) of any material change in accounting policies or financial reporting practices by any Restricted Party; and

(h) of the occurrence of any other event or circumstance which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect.

Each notice pursuant to this Section 6.03 shall be accompanied by a statement of a Responsible Officer of the Primary Borrower setting forth details of the occurrence referred to therein and stating what action the Primary Borrower has taken and proposes to take with respect thereto.

6.04 Payment of Obligations.

Pay, discharge or otherwise satisfy as the same shall become due and payable, (a) all its tax liabilities, assessments, remittances, and pension plan obligations and governmental charges or levies upon it or its properties or assets, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by any Borrower or Restricted Subsidiary and (b) all lawful claims which, if unpaid, would by law become a Lien upon its property; except, in each case, to the extent the failure to pay or discharge the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

6.05 Preservation of Existence, Etc.

(a) Preserve, renew and maintain in full force and effect its legal existence under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 7.02 or 7.03, and (b) take all reasonable action to maintain all rights, privileges (including its good standing, to the extent applicable), permits, licenses and franchises necessary or desirable in the normal conduct of its business; except, in each case, to the extent that failure to do so would not reasonably be expected to have a Material Adverse Effect or is otherwise permitted hereunder.

6.06 Operation and Maintenance of Properties.

Except if the failure to do so would not reasonably be expected to have a Material Adverse Effect, operate all of its properties and equipment necessary in the operation of its business in accordance with sound industry practice and maintain, preserve and protect all of such properties and equipment in good working order, repair and condition, ordinary wear and tear excepted and casualty or condemnation excepted.

6.07 Maintenance of Insurance.

Maintain with financially sound and reputable insurance companies, insurance with respect to its properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar businesses as the Restricted Parties, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Restricted Parties) as are customarily carried under similar circumstances by such other Persons.

6.08 Compliance with Laws/Permits.

Comply in all respects with the requirements of all applicable Laws (including AML Legislation and Economic Sanctions) and all orders, writs, injunctions and decrees applicable to it or to its business or property, except if the failure to comply therewith would not reasonably be expected to have a Material Adverse Effect and preserve and keep in full force and effect all franchises, licences, rights, privileges and permits necessary to enable the Restricted Parties to operate and conduct their respective businesses in accordance with prudent industry practice, except to the extent that changes to or loss or sale of such franchises, licences, rights, privileges and permits would not reasonably be expected to have a Material Adverse Effect.

6.09 Material Adverse Claims.

Do all things necessary to defend, protect and maintain its property from all material adverse claims where the failure to do so would reasonably be expected to have a Material Adverse Effect.

6.10 Compliance Under Loan Documents.

Perform and comply with its obligations under the Loan Documents.

6.11 Books and Records.

Maintain proper books of record and account, in which full, true and correct, in all material respects, entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of any Restricted Party.

6.12 Inspection Rights.

Permit representatives of the Administrative Agent and, during the continuance of any Event of Default, each Lender to visit and inspect any of its properties, to examine its corporate, financial and operating records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants (subject to such accountants' customary policies and procedures), all at the reasonable expense of the Borrowers and at such reasonable times during normal business hours and as often as may be reasonably desired, upon reasonable advance notice to the Borrowers; provided that, excluding any such visits and inspections during the continuation of an Event of Default, (i) only the Administrative Agent on behalf of the Lenders may exercise rights under this Section 6.12, (ii) the Administrative Agent shall not exercise such rights more often than one (1) time during any calendar year and (iii) such exercise shall be at the Borrowers' expense; provided, further, that when an Event of Default exists the Administrative Agent or any Lender (or any of their respective representatives) may do any of the foregoing at the expense of the Borrowers at any time during normal business hours and upon reasonable advance notice. The Administrative Agent and the Lenders shall give the Borrowers the opportunity to participate in any discussions with the Primary Borrower's accountants.

6.13 Use of Proceeds.

Use the proceeds of the Revolving Credit Borrowings for general corporate purposes of the Restricted Parties (subject to the provisions hereof dealing with Hostile Acquisitions) in each case not in contravention of any Law or of any Loan Documents.

6.14 Compliance with Environmental Laws.

Except, in each case, to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect, comply, and make all commercially reasonable efforts to cause all lessees and other Persons operating or occupying properties it owns or leases to comply, in all material respects, with all applicable Environmental Laws and Environmental Permits; obtain and renew all Environmental Permits necessary for its operations and properties; and, to the extent required under applicable Environmental Laws, conduct any investigation, mitigation, study, sampling and testing, and undertake any cleanup, removal or remedial, corrective or other action necessary to remove and clean up all Hazardous Materials at, on, under or emanating from any properties it owns or leases, in accordance with the requirements of all Environmental Laws.

6.15 Ring Fence Test.

Ensure at all times that the Restricted Parties directly own not less than 75% of the Total Assets.

6.16 Loan Party Guarantee(s).

(a) The Primary Borrower shall promptly deliver to the Administrative Agent a Loan Party Guarantee (or a joinder with respect thereto), including all such related certificates, resolutions and opinions as the Administrative Agent may reasonably request, from such Restricted Subsidiaries selected by the Primary Borrower as may be necessary to ensure that the Primary Borrower is at all times in compliance with Section 8.01(b).

(b) No Restricted Subsidiary that is a Guarantor shall be discharged from its Loan Party Guarantee or any part thereof except (i) as a consequence of a Disposition permitted hereunder which results in such Guarantor ceasing to be a Subsidiary of the Primary Borrower, (ii) by the re-designation of such Restricted Subsidiary as an Unrestricted Subsidiary in compliance herewith, (iii) upon the request of the Primary Borrower if such Guarantor is no longer required to be a Guarantor by the terms of this Agreement and provided no Default or Event of Default exists at such time or would result therefrom, (iv) by a written release and discharge signed by the Administrative Agent, with the prior written consent of all of the Lenders and the Hedge Banks, Bilateral Facility Lenders and

Cash Management Banks or (v) if all of the Obligations have been repaid, paid, satisfied and discharged, as the case may be, in full and the Revolving Credit Facility has been fully cancelled.

(c) Each Borrower shall at all times remain a Guarantor under a Loan Party Guarantee.

(d) It is acknowledged that there are no subsisting Guarantees which have been given by Restricted Subsidiaries under the Existing Credit Agreement as of the Amendment and Restatement Date.

(e) Each Qualified ECP Guarantor hereby jointly and severally absolutely, unconditionally and irrevocably undertakes to provide such funds or other support as may be needed from time to time by each other Loan Party to honor all of its obligations under this Agreement and the applicable Loan Party Guarantee in respect of Swap Obligations (provided, however, that each Qualified ECP Guarantor shall only be liable under this Section 6.16(a) for the maximum amount of such liability that can be hereby incurred without rendering its obligations under this Section 6.16(a), or otherwise under this Agreement and the applicable Loan Party Guarantee, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer, and not for any greater amount). The obligations of each Qualified ECP Guarantor under this Section 6.16 shall remain in full force and effect until its Obligations have been discharged. Each Qualified ECP Guarantor intends that this Section 6.16(a) constitute, and this Section 6.16(a) shall be deemed to constitute, a "keepwell, support, or other agreement" for the benefit of each other Loan Party for all purposes of Section 1a(18)(A)(v)(II) of the Commodity Exchange Act.

6.17 *Pari Passu* Ranking.

The Primary Borrower shall ensure that the Total Outstandings of the Borrowers hereunder and the obligations of each Guarantor under its Loan Party Guarantee rank at least *pari passu* in right of payment with the other most senior unsecured unsubordinated Indebtedness for borrowed money of such Loan Party, other than such Indebtedness that is preferred by operation of Law.

ARTICLE VII
NEGATIVE COVENANTS

While any Obligations under the Revolving Credit Facility are outstanding or any portion of the Revolving Credit Commitments remains available, the Borrowers shall not, nor shall the Primary Borrower permit any of the Restricted Subsidiaries to, directly or indirectly:

7.01 Liens.

Create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than Permitted Liens.

7.02 Fundamental Changes.

Merge, dissolve, amalgamate, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereafter acquired) to or in favour of any Person, except that, so long as no Default or Event of Default would result therefrom:

(a) any Borrower may merge, amalgamate or consolidate with, or dissolve or liquidate into, or Dispose of all or substantially all of its assets to, any Person that is not a Loan Party, provided that (i) the continuing or surviving Person must be such Borrower and shall provide a Loan Party Guarantee in accordance with Section 6.16, or confirm the continuing effectiveness of the same to the satisfaction of the Administrative Agent, acting reasonably, of the applicable Loan Party Guarantee and (ii) the creditworthiness of the continuing or surviving Person must be satisfactory to the Required Lenders (acting reasonably) and, if such continuing or surviving Person has an Investment Grade Rating, then its creditworthiness will be deemed to be satisfactory to the Required Lenders;

(b) any Restricted Party may merge, amalgamate or consolidate with, or dissolve or liquidate into, or Dispose of all or substantially all of its assets to any one or more Restricted Parties, provided that when any Loan Party is merging, amalgamating or consolidating with a Restricted Subsidiary, (A) the continuing or surviving Person must be a Loan Party and shall provide a Loan Party Guarantee in accordance with Section 6.16, or confirm the continuing effectiveness of the same to the satisfaction of the Administrative Agent, acting reasonably, of its Loan Party Guarantee, and (B) to the extent constituting a Disposition, such Disposition must be permitted hereunder; and

(c) any Restricted Subsidiary may Dispose of any or all of its assets if such Disposition is permitted hereunder.

7.03 Dispositions.

Make (a) any Disposition (other than a Permitted Disposition) at any time during the continuance of an Event of Default or (b) any Disposition which would or would reasonably be expected to result in an Event of Default or a Material Adverse Effect.

7.04 Distributions.

Directly or indirectly:

(a) Make any declared dividends at any time during the continuance of an Event of Default (other than an Event of Default arising solely from a Default of a reporting covenant); provided, that an Ordinary Dividend may be paid if such Ordinary Dividend was declared prior to any then existing Event of Default and is paid within three (3) months after the declaration of such Ordinary Dividend; or

(b) Declare or make any undeclared dividends or any other such Distributions at any time during the continuance of a Default or Event of Default or if at any time such Distribution would, or would reasonably be expected to, result in a Default or an Event of Default.

7.05 Change in Nature of Business.

Engage in any material line of business substantially different from those lines of business conducted by the Restricted Parties on the Amendment and Restatement Date or any business reasonably related, complementary, synergistic or ancillary thereto or reasonable extensions thereof.

7.06 Transactions with Affiliates.

Enter into any material transaction of any kind with any Affiliate of the Restricted Parties, whether or not in the ordinary course of business, other than:

(a) transactions between or among Restricted Parties (or any Person that becomes a Restricted Party as a result of such transaction);

(b) transactions on fair and reasonable terms that are (taken as a whole) substantially as favourable to the Restricted Parties as would be obtainable by the Restricted Parties at the relevant time in a comparable arm's length transaction with a Person that is not an Affiliate; and

(c) employment and severance arrangements with officers and employees in the ordinary course of business and transactions pursuant to stock option plans and employee benefit plans and arrangements in the ordinary course of business.

7.07 Swap Contracts.

Enter into Swap Contracts for speculative purposes.

7.08 Use of Proceeds.

Use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other Person, (i) to directly or knowingly indirectly fund any activities or business of or with any Person, or in any country, region or territory, that, at the time of such funding, is, or whose government is, the subject of Economic Sanctions, or (ii) knowingly in any other manner that would result in a violation of Economic Sanctions by the Person.

ARTICLE VIII
FINANCIAL COVENANTS

8.01 Financial Covenants.

While any Obligations under the Revolving Credit Facility are outstanding or any portion of the Revolving Credit Commitments remains available, the Borrowers will not:

(a) Consolidated Net Debt to Capitalization Ratio: permit the Consolidated Net Debt to Capitalization Ratio to exceed 65% as at the end of any fiscal quarter of the Primary Borrower;

(b) Priority Debt: permit the aggregate Priority Debt to exceed the sum of (i) 10% of Total Assets plus (ii) the net book value of any present or future railcar and real property assets which are subject to any finance leases that would have been characterized as a Capitalized Leases in accordance with GAAP as in effect on December 31, 2017, as at the end of any fiscal quarter of the Primary Borrower; or

(c) Interest Coverage Ratio: permit the Interest Coverage Ratio to be less than 2.50:1.00 as at the end of any fiscal quarter of the Primary Borrower.

The foregoing covenants are collectively referred to herein as the "**Financial Covenants**".

ARTICLE IX
EVENTS OF DEFAULT AND REMEDIES

9.01 Events of Default.

Any of the following shall constitute an Event of Default:

(a) Non-Payment. Any Borrower or any other Loan Party fails to pay (i) when and as required to be paid herein, any amount of principal of any Loan, or (ii) within five (5) Business Days after the same becomes due, any interest or fee on any Loan or L/C Obligation, any L/C Obligation or any other fee due hereunder, or any other amount payable hereunder or with respect to any other Loan Document;

(b) Specific Covenants. Any Loan Party fails to perform or observe any term, covenant or agreement contained in any of Section 6.03(a), 6.05 (solely with respect to a Borrower) or Article VIII; provided, in the case of Section 6.03(a), such failure continues for a period of ten (10) days after any Borrower's actual knowledge thereof;

(c) Other Defaults. Any Loan Party fails to perform or observe any other covenant or agreement (other than a covenant or condition whose breach or default in performance is specifically dealt with in Section 9.01(a) or (b) above) contained in any Loan Document on its part to be performed or observed and such failure continues for thirty (30) days after notice thereof is given to the Primary Borrower by the Administrative Agent specifying such Default and requiring the Borrowers to remedy the same;

(d) Representations and Warranties. Any representation, warranty, certification or statement of fact made or deemed made by or on behalf of any Borrower or any other Loan Party herein, in any other Loan Document, or in any document required to be delivered in connection herewith or therewith shall be incorrect or misleading in any material respect (and in all respects if any such representation or warranty is already qualified by materiality) when made or deemed made and, if the underlying facts resulting in such representation are capable of being cured, such Loan Party has not rectified the circumstances which gave rise to such incorrect representation or warranty within thirty (30) days after notice thereof is given to the Primary Borrower by the Administrative Agent specifying such Default and requiring the Borrowers to remedy the same;

(e) Cross Payment Default / Acceleration. Any Restricted Party (i) fails to make any payment beyond the applicable grace period with respect thereto, if any (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (excluding Indebtedness hereunder) or net obligations under Swap Contracts with non-Hedge Banks having an aggregate outstanding principal amount of more than the Threshold Amount, or (ii) fails to observe or perform any other agreement or condition relating to any such Indebtedness, or any other event occurs, the effect of which default or other event is to cause such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; provided that this clause (e) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness and such Indebtedness is repaid when required under the documents providing for such Indebtedness;

(f) Insolvency Proceedings, Etc.

(i) An involuntary proceeding shall be commenced or an involuntary petition shall be filed by any third party in respect of any Debtor Relief Law seeking (i) relief in respect of any Loan Party, or of a material part of the property or assets of any Loan Party, (ii) the appointment of a receiver, receiver and manager, trustee, custodian, sequestrator, conservator or similar official in respect of any Loan Party or for a material part of the property or assets of any Loan Party, or (iii) the winding-up or liquidation of any Loan Party; and such proceeding or petition is not (x) diligently contested by *bona fide* action on the part of the applicable

Loan Party and (y) dismissed, stayed or withdrawn within sixty (60) days after commencement thereof; or

(ii) Any Loan Party shall (A) voluntarily commence, or make any application to commence, any proceeding or file any petition seeking relief under any Debtor Relief Law, (B) apply for or consent to the appointment of a receiver, receiver and manager, trustee, custodian, sequestrator, conservator or similar official for any Loan Party or for a material part of the property or assets of any Loan Party, (C) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (D) make a general assignment for the benefit of creditors, (E) become unable, admit in writing its inability or fail generally to pay its debts as they become due, or (F) acquiesce to or take any action for the purpose of effecting any of the foregoing;

(g) Security Realization. If any secured creditors of any Restricted Party realizes upon or enforces its security against property and assets of such Restricted Party having an aggregate fair market value in excess of the Threshold Amount and such realization or enforcement shall not be released, discharged or stayed within sixty (60) days after the commencement of such realization or enforcement;

(h) Attachment. If property and assets of any Restricted Party having an aggregate fair market value in excess of the Threshold Amount is seized or otherwise attached by anyone pursuant to any legal process or other means, including distress, execution or any other step or proceeding with similar effect, and such attachment, step or other proceeding shall not be released, discharged or stayed within forty-five (45) days after such seizure or attachment;

(i) Judgments. There is entered against any Loan Party a final judgment or order for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding the Threshold Amount (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and does not deny or fail to acknowledge coverage) and there is a period of forty-five (45) consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect;

(j) Swap Default. The occurrence of a demand, an event of default or other termination event under any Swap Contract between a Loan Party and a Hedge Bank which continues for three (3) Business Days beyond any applicable grace period with respect thereto;

(k) Cessation of Business. Except as expressly permitted under Section 7.02 or 7.03, any Loan Party ceases to carry on business, or a substantial part thereof;

(l) Invalidity of Loan Documents. Any material provision of any Loan Document, at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder (including as a result of a transaction permitted under Section 7.02 or 7.03) or repayment in full of all the Obligations (other than contingent indemnification obligations as to which no claim has been asserted and obligations and liabilities under Guaranteed Cash Management Agreements and Guaranteed Hedge Agreements) ceases to be in full force and effect (and the same is not forthwith effectively rectified or replaced by the Borrowers); or any Loan Party contests in writing the validity or enforceability of any provision of any Loan Document; or any Loan Party denies in writing that it has any or further liability or obligation under any Loan Document (other than as a result of repayment in full of the Obligations (other than contingent indemnification obligations as to which no claim has been asserted and obligations and liabilities under Guaranteed Cash

Management Agreements and Guaranteed Hedge Agreements) and termination of the Aggregate Commitments), or purports in writing to revoke or rescind any Loan Document; or

(m) Change of Control. There occurs any Change of Control Triggering Event.

9.02 Remedies Upon Event of Default.

If any Event of Default occurs and is continuing, the Administrative Agent shall at the request of, or may with the consent of, the Required Lenders take any or all of the following actions:

(a) declare the commitment of each Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions to be terminated, whereupon such commitments and obligation shall be terminated;

(b) declare the unpaid principal amount of all outstanding Loans, all interest accrued and unpaid thereon, and all fees and other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the Borrowers;

(c) require that a Borrower Cash Collateralize the L/C Obligations (in an amount equal to the then Outstanding Amount thereof); and

(d) exercise on behalf of itself, the L/C Issuers and the Lenders all rights and remedies available to it, the L/C Issuers and the Lenders under the Loan Documents and/or under applicable Law;

provided, however, that upon occurrence of (i) an actual or deemed entry for an order for relief with respect to any Loan Party under any Debtor Relief Law or (ii) any other Event of Default under Section 9.01(f), the obligation of each Lender to make Loans and any obligation of the L/C Issuers to make L/C Credit Extensions shall automatically terminate, the unpaid principal amount of all outstanding Loans and all interest and other amounts as aforesaid shall automatically become due and payable, and the obligation of the Borrowers to Cash Collateralize the L/C Obligations as aforesaid shall automatically become effective, in each case without further act of the Administrative Agent or any Lender.

9.03 Application of Funds.

After the exercise of remedies provided for in Section 9.02 (or after the Loans have automatically become immediately due and payable and the L/C Obligations have automatically been required to be Cash Collateralized as set forth in the proviso to Section 9.02), any amounts received on account of the Obligations shall, subject to the provisions of Sections 2.16 and 2.17, be applied by the Administrative Agent in the following order:

(a) First, to payment of that portion of the Obligations constituting fees, indemnities, expenses and other amounts (including fees, disbursements and other charges of counsel payable under Section 11.04 and amounts payable under Article III) payable to the Administrative Agent in its capacity as such;

(b) Second, to payment of that portion of the Obligations constituting fees, indemnities and other amounts (other than principal, interest and Letter of Credit Fees) payable to the Appropriate Lenders and the L/C Issuers (including fees, disbursements and other charges of counsel payable under Section 11.05) arising under the Loan Documents and amounts payable under Article III, ratably among them in proportion to the respective amounts described in this clause (b) payable to them;

(c) Third, to payment of that portion of the Obligations constituting accrued and unpaid Letter of Credit Fees and interest on the Loans and L/C Borrowings, ratably among the Appropriate Lenders and the L/C Issuers in proportion to the respective amounts described in this clause (c) payable to them;

(d) Fourth, (i) to payment of that portion of the Obligations constituting unpaid principal of the Loans, the L/C Borrowings and Obligations then owing under Guaranteed Hedge Agreements and the Guaranteed Cash Management Agreements and (ii) to Cash Collateralize that portion of L/C Obligations comprising the aggregate undrawn amount of Letters of Credit to the extent not otherwise Cash Collateralized by a Borrower pursuant to Sections 2.03 and 2.16, ratably among the Appropriate Lenders, the L/C Issuers, the Hedge Banks and the Cash Management Banks in proportion to the respective amounts described in this clause (d) held by them; provided that (x) any such amounts applied pursuant to the foregoing clause (ii) shall be paid to the Administrative Agent for the ratable account of the applicable L/C Issuers to Cash Collateralize such L/C Obligations, (y) subject to Sections 2.03(c) and 2.16, amounts used to Cash Collateralize the aggregate undrawn amount of Letters of Credit pursuant to this clause Fourth shall be applied to satisfy drawings under such Letters of Credit as they occur and (z) upon the expiration of any Letter of Credit, the *Pro Rata Share* of Cash Collateral attributable to such expired Letter of Credit shall be distributed in accordance with this clause (d);

(e) Fifth, to the payment of all other Obligations of the Loan Parties owing under or in respect of the Loan Documents that are due and payable to the Administrative Agent and the other Guarantee Beneficiaries on such date, ratably based upon the respective aggregate amounts of all such Obligations owing to the Administrative Agent and the other Guarantee Beneficiaries on such date; and

(f) Last, the balance, if any, after all of the Obligations have been indefeasibly paid in full, to the Borrowers or as otherwise required by Law.

If any amount remains on deposit as Cash Collateral after all Letters of Credit have either been fully drawn or expired, such remaining amount shall be applied to the other Obligations, if any, in the order set forth above.

Notwithstanding the foregoing, Obligations arising under Guaranteed Cash Management Agreements and Guaranteed Hedge Agreements shall be excluded from the application described above if the Administrative Agent has not received written notice thereof, together with such supporting documentation as the Administrative Agent may reasonably request, from the applicable Cash Management Bank or Hedge Bank, as the case may be. Each Cash Management Bank or Hedge Bank not a party to this Agreement that has given the notice contemplated by the preceding sentence shall, by such notice, be deemed to have acknowledged and accepted the appointment of the Administrative Agent pursuant to the terms of Article X hereof for itself and its Affiliates as if a "Lender" party hereto.

9.04 Setoff.

In addition to any rights and remedies of the Administrative Agent and the Lenders provided by Law, upon the occurrence and during the continuance of any Event of Default, each Lender is authorized at any time and from time to time, without prior notice to any Borrower or any other Restricted Party, any such notice being waived by each Borrower (each on its own behalf and on behalf of each other Restricted Party) to the fullest extent permitted by Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final), of the Restricted Parties, other than deposits in fiduciary accounts as to which a Restricted Party is acting as fiduciary for another Person who is not a Restricted Party, at any time held by, and other Indebtedness at any time owing by, such Lender to or for the credit or the account of the respective Restricted Parties against any and all Obligations owing to such Guarantee Beneficiary hereunder or under any other Loan Document (or other Guaranteed Agreement), now or hereafter existing, irrespective of whether or not the Administrative Agent or such Guarantee Beneficiary shall have made demand under this Agreement or any other Loan Document (or other Guaranteed Agreement) and although such Obligations may be contingent or unmatured or denominated in a currency different from that of the applicable deposit or Indebtedness; provided that in the event that any Defaulting Lender shall exercise any such right of setoff, (a) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.17 and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders, and (b) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the Obligations owing to such Defaulting Lender as to which it exercised such right of setoff. Each Guarantee Beneficiary agrees promptly to notify the Borrowers and the Administrative Agent after any such set-off and application made by such Guarantee Beneficiary; provided, however, that the failure to give such notice shall not affect the validity of such setoff and application. The rights of the Administrative Agent and each other Guarantee Beneficiary under this Section 9.04 are in addition to other rights and remedies (including other rights of setoff) that the Administrative Agent and such other Guarantee Beneficiary may have.

9.05 Attorney in Fact.

Each Borrower hereby irrevocably constitutes and appoints the Administrative Agent, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Borrower and in the name of such Borrower or in its own name, from time to time in the Administrative Agent's discretion, for the purpose of carrying out the terms of the Loan Documents, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Loan Documents and which such Borrower being required to take or execute has failed to take or execute; provided that this power of attorney will not be effective until the occurrence and during the continuance of any Event of Default. Each Borrower hereby ratifies all that said attorneys will lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and will be irrevocable until all of the Obligations have been unconditionally and irrevocably paid and performed in full. If requested by the Administrative Agent, the Primary Borrower will cause each other Loan Party to constitute and appoint the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact in accordance with the foregoing provisions of this Section 9.05.

ARTICLE X
ADMINISTRATIVE AGENT AND OTHER AGENTS

10.01 Appointment and Authorization of Administrative Agent.

(a) Each Lender hereby irrevocably appoints, designates and authorizes the Administrative Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Notwithstanding any provision to the contrary contained elsewhere herein or in any other Loan Document, the Administrative Agent shall have no duties or responsibilities, except those expressly set forth herein, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with any Lender or participant, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence or Section 11.20, the use of the term "agent" herein and in the other Loan Documents with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable Law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties.

(b) Each L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith, and such L/C Issuer shall have all of the benefits and immunities (i) provided to the Administrative Agent in this Article X with respect to any acts taken or omissions suffered by such L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and the applications and agreements for letters of credit pertaining to such Letters of Credit as fully as if the term "Administrative Agent" as used in this Article X and in the definition of "Agent-Related Person" included such L/C Issuer with respect to such acts or omissions, and (ii) as additionally provided herein with respect to such L/C Issuer.

10.02 Delegation of Duties.

The Administrative Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel and other consultants or experts concerning all matters pertaining to such duties. The Administrative Agent shall not be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects in the absence of gross negligence or willful misconduct.

10.03 Liability of Administrative Agent.

No Agent-Related Person shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct in connection with its duties expressly set forth herein, to the extent determined in a final, non-appealable judgment by a court of competent jurisdiction) or (b) be responsible in any manner to any Lender or participant for any recital, statement, representation or warranty made by any Loan Party or any officer thereof, contained herein or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the Administrative Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document or for any failure of any Loan Party or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lender or participant to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Loan Party or any Affiliate thereof.

10.04 Reliance by Administrative Agent.

(a) The Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, communication, signature, resolution, representation, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to any Loan Party), independent accountants and other experts selected by the

Administrative Agent. The Administrative Agent shall be fully justified in failing or refusing to take any action under any Loan Document unless it shall first receive such advice or concurrence of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of the Required Lenders (or such greater number of Lenders as may be expressly required hereby in any instance) and such request and any action taken or failure to act pursuant thereto shall be binding upon all the Lenders.

(b) For purposes of determining compliance with the conditions specified in Section 4.01, each Lender that has signed this Agreement shall be deemed to have consented to, approved or accepted or to be satisfied with, each document or other matter required thereunder to be consented to or approved by or acceptable or satisfactory to a Lender unless the Administrative Agent shall have received notice from such Lender prior to the proposed Amendment and Restatement Date specifying its objection thereto.

10.05 Notice of Default.

The Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default, except with respect to defaults in the payment of principal, interest and fees required to be paid to the Administrative Agent for the account of the Lenders, unless the Administrative Agent shall have received written notice from a Lender or the Primary Borrower referring to this Agreement, describing such Default and stating that such notice is a “notice of default”. The Administrative Agent will notify the Lenders of its receipt of any such notice. The Administrative Agent shall take such action with respect to any Event of Default as may be directed by the Required Lenders in accordance with Article IX; provided, however, that unless and until the Administrative Agent has received any such direction, the Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the Lenders.

10.06 Credit Decision; Disclosure of Information by Administrative Agent.

Each Lender acknowledges that no Agent-Related Person has made any representation or warranty to it, and that no act by the Administrative Agent hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of any Loan Party or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any Agent-Related Person to any Lender as to any matter, including whether Agent-Related Persons have disclosed material information in their possession. Each Lender represents to the Administrative Agent that it has, independently and without reliance upon any Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of an investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Loan Parties and their respective Subsidiaries, and all applicable bank or other regulatory Laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrowers and the other Loan Parties hereunder. Each Lender also represents that it will, independently and without reliance upon any Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrowers and the other Loan Parties. Except for notices, reports and other documents expressly required to be furnished to the Lenders by the Administrative Agent, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Loan Parties or any of their respective Affiliates which may come into the possession of any Agent-Related Person.

10.07 Indemnification of Administrative Agent.

Whether or not the transactions contemplated hereby are consummated, the Lenders shall indemnify upon demand each Agent-Related Person (to the extent not reimbursed by or on behalf of any Loan Party and without limiting the obligation of any Loan Party to do so), *pro rata*, and hold harmless each Agent-Related Person from and against any and all Indemnified Liabilities incurred by it; provided, however, that no Lender shall be liable for the payment to any Agent-Related Person of any portion of such Indemnified Liabilities to the extent determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Agent-Related Person's own gross negligence or willful misconduct; provided, however, that no action taken in accordance with the directions of the Required Lenders shall be deemed to constitute gross negligence or willful misconduct for purposes of this Section 10.07; provided, further, that to the extent any L/C Issuer is entitled to indemnification under this Section 10.07 solely in its capacity and role as L/C Issuer, only the Appropriate Lenders shall be required to indemnify such L/C Issuer in accordance with this Section 10.07. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section 10.07 applies whether any such investigation, litigation or proceeding is brought by any Lender or any other Person. Without limitation of the foregoing, each Lender shall reimburse the Administrative Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including the fees, disbursements and other charges of counsel) incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that the Administrative Agent is not reimbursed for such expenses by or on behalf of the Borrowers. The undertaking in this Section 10.07 shall survive termination of the Aggregate Commitments, the payment of all other Obligations under this Agreement and the resignation of the Administrative Agent.

10.08 Administrative Agent in its Individual Capacity.

The Administrative Agent and its Affiliates may make loans to, issue letters of credit for the account of, accept deposits from, acquire Equity Interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with each of the Loan Parties and their respective Affiliates as though it were not the Administrative Agent or an L/C Issuer hereunder and without notice to or consent of the Lenders. The Lenders acknowledge that, pursuant to such activities, the Administrative Agent or its Affiliates may receive information regarding any Loan Party or its Affiliates (including information that may be subject to confidentiality obligations in favour of such Loan Party or such Affiliate) and acknowledge that the Administrative Agent shall be under no obligation to provide such information to them. With respect to its Loans, the Administrative Agent shall have the same rights and powers under this Agreement as any other Lender and may exercise such rights and powers as though it were not the Administrative Agent or an L/C Issuer, and the terms "Lender" and "Lenders" include the Administrative Agent in its individual capacity as Lender.

10.09 Successor Administrative Agents

(a) The Administrative Agent may resign as the Administrative Agent upon thirty (30) days' notice to the Lenders and the Borrowers, and shall resign as the Administrative Agent if it becomes a Sanctioned Lender. If the Administrative Agent resigns under this Agreement, the Required Lenders shall appoint from among the Lenders a successor administrative agent for the Lenders, which successor administrative agent shall be consented to by the Borrowers at all times other than during the existence of an Event of Default (which consent of the Borrowers shall not be unreasonably withheld or delayed). If no successor administrative agent is appointed prior to the effective date of the resignation of such Administrative Agent, such Administrative Agent may appoint, after consulting with the Lenders and the Borrowers, a successor administrative agent from among the Lenders. If no successor administrative agent has accepted appointment as the Administrative Agent by the date which is thirty (30) days following the resigning Administrative Agent's notice of resignation, the resigning Administrative Agent's resignation shall nevertheless thereupon become effective and the Lenders shall perform all of the duties of the Administrative Agent hereunder until such time, if any, as the Required Lenders appoint a successor agent as provided for above. Upon the acceptance of its appointment as successor administrative agent hereunder, the Person acting as such successor administrative agent shall (i) succeed to all the rights, powers and duties of the retiring Administrative Agent, (ii) the term "Administrative Agent" shall mean such successor administrative agent and (iii) the resigning Administrative Agent's appointment, powers and duties as such Administrative Agent shall be terminated. After the resigning Administrative Agent's resignation hereunder as the Administrative Agent, the provisions of this Article X and Sections 11.04 and 11.05 shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Administrative Agent or Administrative Agent under this Agreement. Upon the acceptance of any appointment as an Administrative Agent hereunder by a successor or upon the expiration of the thirty (30)-day period following the resigning Administrative Agent's notice of resignation without a successor agent having been appointed, such resigning Administrative Agent shall be discharged from its duties and obligations under the Loan Documents.

(b) Any resignation by the Administrative Agent pursuant to this Section 10.09 shall also constitute its resignation as an L/C Issuer and as a Swing Line Lender. Upon the acceptance of a successor's appointment as Administrative Agent hereunder or upon the expiration of the thirty (30) day period following the resigning Administrative Agent's notice of resignation without a successor administrative agent having been appointed, (i) such successor (if any) shall succeed to and become vested with all of the rights, powers, privileges and duties of the resigning L/C Issuer and Swing Line Lender, (ii) the resigning L/C Issuer and Swing Line Lender shall be discharged from all of their respective duties and obligations hereunder or under the other Loan Documents, and (iii) the successor L/C Issuer and Swing Line Lender shall issue Letters of Credit in substitution for the applicable Letters of Credit, if any, outstanding at the time of such succession or make (or the Borrowers shall enter into) other arrangements satisfactory to the resigning L/C Issuer and Swing Line Lender to effectively assume the obligations of the resigning L/C Issuer and Swing Line Lender with respect to such Letters of Credit.

10.10 Administrative Agent May File Proofs of Claim.

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding under Debtor Relief Laws relative to any Loan Party, the Administrative Agent (irrespective of whether the principal of any Loan or L/C Obligation shall then be due and payable as herein expressed or by declaration or otherwise and irrespective of whether the Administrative Agent shall have made any demand on the Borrowers) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount of the principal and interest owing and unpaid in respect of the Loans, L/C Obligations and all other Obligations that are owing and unpaid and to file such other documents as may be necessary or advisable in order to have the claims of the Lenders and the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Lenders and the Administrative Agent and their respective agents and counsel and all other amounts due the Lenders and the Administrative Agent under Sections 2.03(a), 2.03(h), 2.09 and 11.04) allowed in such judicial proceeding; and

(b) to collect and receive any monies or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Lender to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders, to pay to the Administrative Agent any amount due for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent and their respective agents and counsel, and any other amounts due the Administrative Agent under Sections 2.09 and 11.04.

Nothing contained herein shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender any plan of reorganization, arrangement, adjustment or composition affecting the Obligations or the rights of any Lender or to authorize the Administrative Agent to vote in respect of the claim of any Lender in any such proceeding.

10.11 Loan Party Guarantee Matters.

Each of the Guarantee Beneficiaries (including in their capacities as actual or potential Hedge Banks and actual or potential Cash Management Banks) and each L/C Issuer irrevocably authorizes the Administrative Agent, at its option and in its discretion, to release any Guarantor from its obligations under its Loan Party Guarantee if such Person ceases to be a Restricted Subsidiary as a result of a transaction permitted hereunder.

Upon request by the Administrative Agent at any time, the Required Lenders will confirm in writing the Administrative Agent's authority to release any Guarantor from its obligations under its Loan Party Guarantee pursuant to this Section 10.11. In each case as specified in this Section 10.11, the Administrative Agent will, at the Borrowers' expense, (a) execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release such Guarantor from its obligations under its Loan Party Guarantee, in each case in accordance with the terms of the Loan Documents and this Section 10.11; provided that the Primary Borrower shall have delivered to the Administrative Agent a certificate of a Responsible Officer of the Primary Borrower certifying that (i) in the case of a release pursuant to Section 6.16(b)(i), any such transaction has been consummated in compliance with this Agreement and the other Loan Documents or (ii) in the case of a release pursuant to Section 6.16(b)(iii), the applicable Loan Party Guarantee requested to be released is no longer required pursuant to the terms of this Agreement and (b) execute and deliver agreements and similar documents to reflect arrangements with respect to any Subordinated Debt permitted to be incurred hereunder, in a form customary for subordination agreements reasonably acceptable to the Administrative Agent.

10.12 Guaranteed Cash Management Agreements and Guaranteed Hedge Agreements.

No Cash Management Bank or Hedge Bank that obtains the benefits of any Loan Party Guarantee by virtue of the provisions hereof or of any Loan Party Guarantee shall have any right to notice of any action or to consent to, direct or object to any action hereunder or under any other Loan Document other than in its capacity as a Lender and, in such case, only to the extent expressly provided in the Loan Documents. Notwithstanding any other provision of this Article X to the contrary, the Administrative Agent shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Obligations arising under Guaranteed Cash Management Agreements and Guaranteed Hedge

Agreements unless the Administrative Agent has received written notice of such Obligations, together with such supporting documentation as the Administrative Agent may request, from the applicable Cash Management Bank or Hedge Bank, as the case may be.

10.13 Other Agents; Arranger and Managers.

None of the Lenders or other Persons identified on the facing page of this Agreement as a "syndication agent," "documentation agent," "joint lead arranger," or "bookrunner" shall have any right, power, obligation, liability, responsibility or duty under this Agreement other than those applicable to all Lenders as such. Without limiting the foregoing, none of the Lenders or other Persons so identified shall have or be deemed to have any fiduciary relationship with any Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other Persons so identified in deciding to enter into this Agreement or in taking or not taking action hereunder.

10.14 Appointment of Supplemental Administrative Agents.

(a) It is the purpose of this Agreement and the other Loan Documents that there shall be no violation of any Law of any jurisdiction denying or restricting the right of banking corporations or associations to transact business as agent or trustee in such jurisdiction. It is recognized that in case of litigation under this Agreement or any of the other Loan Documents, and in particular in case of the enforcement of any of the Loan Documents, or in case the Administrative Agent deems that by reason of any present or future Law of any jurisdiction it may not exercise any of the rights, powers or remedies granted herein or in any of the other Loan Documents or take any other action which may be desirable or necessary in connection therewith, the Administrative Agent is hereby authorized to appoint an additional individual or institution selected by the Administrative Agent in its sole discretion as a separate trustee, co-trustee, administrative agent, collateral agent, administrative sub-agent, collateral sub-agent, administrative co-agent or collateral co-agent (any such additional individual or institution being referred to herein individually, as a "***Supplemental Administrative Agent***").

(b) In the event that the Administrative Agent appoints a Supplemental Administrative Agent, (i) each and every right, power, privilege or duty expressed or intended by this Agreement or any of the other Loan Documents to be exercised by or vested in or conveyed to the Administrative Agent shall be exercisable by and vest in such Supplemental Administrative Agent to the extent, and only to the extent, necessary to enable such Supplemental Administrative Agent to exercise such rights, powers and privileges and to perform such duties, and every covenant and obligation contained in the Loan Documents and necessary to the exercise or performance thereof by such Supplemental Administrative Agent shall run to and be enforceable by either the Administrative Agent or such Supplemental Administrative Agent, and (ii) the provisions of this Article X and of Sections 11.04 and 11.05 (obligating the Borrowers to pay the Administrative Agent's expenses and to indemnify the Administrative Agent) that refer to the Administrative Agent shall inure to the benefit of such Supplemental Administrative Agent and all references therein to the Administrative Agent shall be deemed to be references to the Administrative Agent and/or such Supplemental Administrative Agent, as the context may require.

(c) Should any instrument in writing from any Borrower or any other Loan Party be required by any Supplemental Administrative Agent so appointed by the Administrative Agent for more fully and certainly vesting in and confirming to it such rights, powers, privileges and duties, the Borrowers shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments promptly upon request by the Administrative Agent. In case any Supplemental Administrative Agent, or a successor thereto, shall become incapable of acting, resign or be removed, all the rights, powers, privileges and duties of such Supplemental Administrative Agent, to the extent permitted by Law, shall vest in and be exercised by the Administrative Agent until the appointment of a new Supplemental Administrative Agent.

(d) Should any instrument in writing from the Borrowers or any other Loan Party be required by any Supplemental Administrative Agent so appointed by the Administrative Agent for more fully and certainly vesting in and confirming to him or it such rights, powers, privileges and duties, the Borrowers shall, or shall cause such Loan Party to, execute, acknowledge and deliver any and all such instruments promptly upon request by the Administrative Agent. In case any Supplemental Administrative Agent, or a successor thereto, shall become incapable of acting, resign or be removed, all the rights, powers, privileges and duties of such Supplemental Administrative Agent, to the extent permitted by Law, shall vest in and be exercised by the Administrative Agent until the appointment of a new Supplemental Administrative Agent.

10.15 Withholding Taxes.

To the extent required by any applicable laws, the Administrative Agent may withhold from any payment to any Lender an amount equivalent to any applicable withholding Tax. Without limiting or expanding the provisions of Section 3.01, each Lender shall indemnify and hold harmless the Administrative Agent against, and shall make payable in respect thereof within ten (10) days after demand therefor, any and all Taxes and any and all related losses, claims, liabilities and expenses (including fees, charges and disbursements of any counsel for the Administrative Agent) incurred by or asserted against the Administrative Agent by any other Governmental Authority as a result of the failure of the Administrative Agent to properly withhold Tax from amounts paid to or for the account of such Lender for any reason (including because the appropriate form was not delivered or not properly executed, or because such Lender failed to notify the Administrative Agent of a change in circumstance that rendered the exemption from, or reduction of withholding Tax ineffective). A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under this Agreement or any other Loan Document against any amount due the Administrative Agent under this Section 10.15. The agreements in this Section 10.15 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Revolving Credit Commitments and the repayment, satisfaction or discharge of all other Obligations under this Agreement.

ARTICLE XI
MISCELLANEOUS

11.01 Amendments, Etc.

Except as otherwise expressly set forth in this Agreement, no amendment or waiver of any provision of this Agreement or any other Loan Document, and no consent to any departure by any Borrower or any other Loan Party therefrom, shall be effective unless in writing signed by the Required Lenders (or the Administrative Agent at the direction of the Required Lenders) and the Borrowers, and each such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; provided, however, that no such amendment, waiver or consent shall:

(a) extend or increase the Revolving Credit Commitment of any Lender, or reinstate the Revolving Credit Commitment of any Lender after the termination of such Revolving Credit Commitment pursuant to Section 9.02, in each case without the written consent of such Lender (it being understood that a waiver of any condition precedent set forth in Section 4.02 or the waiver of any

Default or Event of Default, mandatory prepayment or mandatory reduction of the Revolving Credit Commitments shall not constitute an extension or increase of any Revolving Credit Commitment of any Lender);

(b) postpone any date scheduled for any payment of principal of, or interest on, any Loan or L/C Borrowing, or any fees or other amounts payable hereunder, without the written consent of each Lender directly and adversely affected thereby;

(c) reduce the principal of, or the rate of interest specified herein on, any Loan or L/C Borrowing, or (subject to clause (iii) of the second proviso to this Section 11.01) any fees or other amounts payable hereunder or under any other Loan Document without the written consent of each Lender directly and adversely affected thereby; provided, however, that only the consent of the Required Lenders shall be necessary to amend the definition of "Default Rate" or to waive any obligation of the Borrowers to pay interest at the Default Rate;

(d) modify Section 2.13 without the written consent of each Lender directly and adversely affected thereby;

(e) change (i) any provision of this Section 11.01, Section 2.06(b) or the definition of "Required Lenders," or (ii) any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender;

(f) other than in a transaction permitted under Section 10.11, release all or substantially all of the value of the Loan Party Guarantee(s) from all Guarantors, without the written consent of each Lender;

(g) expressly change or waive any condition precedent in Section 4.02 to (i) any L/C Credit Extension, without the written consent of the applicable L/C Issuer or (ii) any Swing Line Borrowing, without the prior written consent of the applicable Swing Line Lender; or

(h) modify Section 9.03 without the written consent of each Lender,

and provided further that:

(i) no amendment, waiver or consent shall:

(A) unless in writing and signed by the L/C Issuers in addition to the Borrowers and the Lenders required above, affect the rights or duties of the L/C Issuers, in their capacity as such, under this Agreement or any Letter of Credit Application relating to any Letter of Credit issued or to be issued by any of them; or

(B) unless agreed in writing by the Required Additional Tranche Lenders (or all Additional Lenders if the applicable amendment, waiver or consent would otherwise require unanimous consent under this Section 11.01) and the Borrowers, modify the terms, conditions or other provisions applicable only to any Additional Tranche;

(ii) no amendment, waiver or consent shall, unless in writing and signed by the Swing Line Lenders in addition to the Lenders required above, affect the rights or duties of the Swing Line Lenders, in their capacity as such, under this Agreement;

(iii) no amendment, waiver or consent shall, unless in writing and signed by the Administrative Agent, in its capacity as such, in addition to the Lenders required above, affect the provisions set forth in Section 11.07, or any other rights or duties of, or any fees or other amounts payable to, the Administrative Agent under this Agreement or any other Loan Document;

(iv) any agreement with respect to fees may be amended, or rights or privileges thereunder waived, in a writing executed only by the parties thereto. Notwithstanding anything to the contrary herein, no Defaulting Lender shall have any right to approve or disapprove any amendment, waiver or consent hereunder (and any amendment, waiver or consent which by its terms requires the consent of all Lenders or each affected Lender may be effected with the consent of the applicable Lenders other than Defaulting Lenders), except that:

(A) the Revolving Credit Commitment of any Defaulting Lender may not be increased or extended, the maturity of any of its Loans may not be extended, the rate of interest on any of its Loans may not be reduced and the principal amount of any of its Loans may not be forgiven, in each case without the consent of such Defaulting Lender; and

(B) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender in its capacity as a Lender more adversely than other affected Lenders shall require the consent of such Defaulting Lender;

(v) notwithstanding anything herein to the contrary (but subject to Sections 11.01(h)(i), 11.01(h)(ii), 11.01(h)(iii) and 11.01(h)(iv)), any amendment, waiver or other modification of this Agreement or any other Loan Document that by its terms directly affects the rights or duties of the Appropriate Lender of a particular credit facility or tranche, as applicable (but not the Lenders of any other credit facility or tranche, as applicable) may be effected by an agreement or agreements in writing entered into by the Borrowers and the requisite number of percentage in interest of the affected Appropriate Lenders under such credit facility or tranche, as applicable, that would be required to consent thereto under this Section 11.01 if such credit facility or tranche, as applicable, was the only credit facility or tranche, as applicable, hereunder at such time; and

(vi) if any Lender becomes a Sanctioned Lender, promptly after the request of any of the Administrative Agent, the Borrowers or such Sanctioned Lender, each of the Administrative Agent, the Borrowers and such Sanctioned Lender shall use commercially reasonable efforts to negotiate and thereafter promptly enter into a written amending agreement to amend any provision of the Loan Documents if and to the extent reasonably required (as determined by such Persons, acting reasonably) to ensure that all future dealings under the Loan Documents shall be conducted in full compliance with the applicable Economic Sanctions and, without limiting the generality of the foregoing, such amendments may include:

(A) a restructuring of the rights and obligations of such Sanctioned Lender pursuant to the Loan Documents, including with respect to its funding obligations, payment obligations and other operational matters arising under or in connection with the Loan Documents, to the extent necessary to comply with such applicable Economic Sanctions;

(B) disregarding the Revolving Credit Commitment of such Sanctioned Lender for the purposes of determining (i) the Required Lenders or (ii) each other Lender's proportionate share of any future Credit Extensions and payments; and/or

(C) the establishment of satisfactory escrow arrangements pursuant to which any payments due to such Sanctioned Lender under the Loan Documents may be deposited if and for so long as such applicable Economic Sanctions prohibit any payor under the Loan Documents from making such payments to such Sanctioned Lender;

and such amendments shall be deemed to be approved by the other Lenders and to become effective against such other Lenders on the sixth Business Day after such other Lenders have received a true and complete copy of such amendments unless prior to such date the Administrative Agent shall have received a written notice from such other Lenders (each acting reasonably) representing the Required Lenders stating that such other Lenders object to any or all of such amendments; provided that (A) if only a portion of such amendments are objected to by the Required Lenders, those amendments which are not objected to by the Required Lenders shall be deemed to be approved by the other Lenders and to become effective against such other Lenders as aforesaid, (B) any such amendments which do not affect any of the material rights and liabilities of such other Lenders under the Loan Documents in any material respect may become effective among the parties to such amending agreement in accordance with the terms thereof and the continued effectiveness of such amendments among such parties shall not be affected by any objection thereto from the other Lenders and (C) for certainty, the Borrowers shall at all times be entitled to exercise all of its rights under Section 3.06 with respect to such Sanctioned Lender.

This Section 11.01 shall be subject to any contrary provision of Sections 2.14 or 2.15. In addition, notwithstanding anything else to the contrary contained in this Section 11.01, any provision of this Agreement or any other Loan Document may be amended by an agreement in writing entered into by the Borrowers and the Administrative Agent to (i) cure any ambiguity, omission, mistake, defect or inconsistency (as reasonably determined by the Administrative Agent and the Borrowers), (ii) effect administrative changes of a technical or immaterial nature, (iii) effect changes which confer additional rights or benefits to the Lenders and are not adverse to the interests of any Lender, as determined in the case of any of (i), (ii) or (iii) above by the Administrative Agent, acting reasonably, and, in each case, such amendment shall be deemed approved by the Lenders if the Lenders shall have received at least five (5) Business Days' prior written notice of such change and the Administrative Agent shall not have received, within five (5) Business Days' of the date of such notice to the Lenders, a written notice from the Required Lenders stating that the Required Lenders object to such amendment, or (iv) provide that the Primary Borrower and the applicable Cash Management Bank or Hedge Bank may agree that the Obligations of any Consolidated Party under a Swap Contract or Cash Management Agreement entered into by such Consolidated Party and such Cash Management Bank or Hedge Bank, as applicable, shall not be guaranteed by the Loan Party Guarantees.

Notwithstanding anything else to the contrary contained in this Section 11.01, the Administrative Agent and the Borrowers may, without the consent of any Lender, enter into (i) the US Borrower Amendment and (ii) amendments or modifications to this Agreement or any of the other Loan Documents or to enter into additional Loan Documents as the Administrative Agent deems appropriate in order to implement any Benchmark Replacement or any Conforming Change or otherwise effectuate the terms of Section 2.19(d) in accordance with the terms thereof.

11.02 Notices; Effectiveness; Electronic Communications.

(a) General. Unless otherwise expressly provided herein, 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 facsimile as follows, and all notices and other communications expressly permitted hereunder to be given by telephone shall be made to the applicable telephone number, as follows:

(i) if to the Borrowers, the Administrative Agent, an L/C Issuer or a Swing Line Lender, to the address, facsimile number, electronic mail address or telephone number specified for such Person on Schedule III or to such other address, facsimile number, electronic mail address or telephone number as shall be designated by such party in a notice to other parties, as provided in Section 11.02(d); and

(ii) if to any other Lender, to the address, facsimile number, electronic mail address or telephone number on file with the Administrative Agent.

Notices and other communications sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices and other communications sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices and other communications delivered through electronic communications to the extent provided in subsection (b) below shall be effective as provided in such subsection (b).

(b) Electronic Communications. Notices and other communications to the Lenders and the L/C Issuers hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; provided that the foregoing shall not apply to notices to any Lender or any L/C Issuer pursuant to Article II if such Lender or such L/C Issuer, as applicable, has notified the Administrative Agent that it is incapable of receiving, or is unwilling to receive, notices under such Article II by electronic communication. Each of the Administrative Agent and the Borrowers 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.

Unless the 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) The Restricted Parties agree that the Administrative Agent may, but shall not be obligated to, make the Communications available to the Lenders by posting the Communications on Debt Domain, Intralinks, Syndtrak or a substantially similar electronic transmission system (the "**Platform**"). The Platform is provided "as is" and "as available." The Agent-Related Persons do not warrant the adequacy of the Platform and expressly disclaim liability for errors or omissions in the Communications. No warranty of any kind, express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose, non infringement of third party rights or freedom from viruses or other code defects, is made by the Agent-Related Persons in connection with the Communications or the Platform. In no event shall any Agent-Related Person have any liability to the Borrowers, any Lender, any L/C Issuer, any Swing Line Lender or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) arising out of the Borrowers' or the Administrative Agent's transmission of the Communications or the Platform, except to the extent that such losses, claims, damages, liabilities or expenses are determined by a court of competent jurisdiction by a final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Agent-Related Person; provided, however, that in no event shall any Agent-Related Person have any liability to any Loan Party, any Lender, any L/C Issuer or any other Person for indirect, special, incidental, consequential or punitive damages (as opposed to direct or actual damages).

(d) Change of Address, Etc. Each of the Borrowers, the Administrative Agent, the L/C Issuers and the Swing Line Lenders may change their respective address, facsimile or telephone number for notices and other communications hereunder by notice to the other parties hereto. Each other Lender may change its address, facsimile or telephone number for notices and other communications hereunder by notice to the Borrowers, the Administrative Agent, the L/C Issuers and the Swing Line Lenders. In addition, each Lender agrees to notify the Administrative Agent from time to time to ensure that the Administrative Agent has on record (i) an effective address, contact name, telephone number, facsimile number and electronic mail address to which notices and other communications may be sent and (ii) accurate wire instructions for such Lender.

(e) Reliance by Administrative Agent, L/C Issuer and Lenders. The Administrative Agent, the L/C Issuers, the Swing Line Lenders and the Lenders shall be entitled to rely and act upon any notices (including telephonic Committed Loan Notices and Swing Line Loan Notices) purportedly given by or on behalf of the Borrowers even if (i) such notices were not made in a manner specified herein, were incomplete or were not preceded or followed by any other form of notice specified herein, or (ii) the terms thereof, as understood by the recipient, varied from any confirmation thereof. The Borrowers shall indemnify the Administrative Agent, each L/C Issuer, each Swing Line Lender, each Lender and the Related Parties of each of them from all losses, costs, expenses and liabilities resulting from the reliance by such Person on each notice purportedly given by or on behalf of the Borrowers. All telephonic notices to and other telephonic communications with the Administrative Agent may be recorded by the Administrative Agent, and each of the parties hereto hereby consents to such recording.

11.03 No Waiver; Cumulative Remedies; Enforcement.

No failure by any Lender, any L/C Issuer, any Swing Line Lender or the Administrative Agent to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Loan Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by Law.

Notwithstanding anything to the contrary contained herein or in any other Loan Document, the authority to enforce rights and remedies hereunder and under the other Loan Documents against the Loan Parties or any of them shall be vested exclusively in, and all actions and proceedings at law in connection with such enforcement shall be instituted and maintained exclusively by, the Administrative Agent in accordance with Section 9.02 for the benefit of all the Lenders and the L/C Issuers; provided, however, that the foregoing shall not prohibit (a) the Administrative Agent from exercising on its own behalf the rights and remedies that inure to its benefit (solely in its capacity as Administrative Agent) hereunder and under the other Loan Documents, (b) each L/C Issuer or Swing Line Lender from exercising the rights and remedies that inure to its benefit (solely in its capacity as an L/C Issuer or Swing Line Lender, as the case may be) hereunder and under the other Loan Documents, (c) any Lender from exercising setoff rights in accordance with Section 9.04 (subject to the terms of Section 2.13), or (d) any Lender from filing proofs of claim or appearing and filing pleadings on its own behalf during the pendency of a proceeding relative to any Loan Party under any Debtor Relief Law; and provided, further, that if at any time there is no Person acting as Administrative Agent hereunder and under the other Loan Documents, then (i) the Required Lenders shall have the rights otherwise ascribed to the Administrative Agent pursuant to Section 9.02 and (ii) in addition to the matters set forth in clauses (b), (c) and (d) of the preceding proviso and subject to Section 2.13, any Lender may, with the consent of the Required Lenders, enforce any rights and remedies available to it and as authorized by the Required Lenders.

11.04 Expenses and Taxes.

The Borrowers agree (a) to pay or reimburse the Administrative Agent for all reasonable and documented or invoiced out-of-pocket costs and expenses incurred in connection with the preparation, negotiation, syndication and execution of this Agreement and the other Loan Documents (including reasonable expenses incurred in connection with due diligence and travel, courier, reproduction, printing and delivery expenses), and any amendment, waiver, consent or other modification of the provisions hereof and thereof (whether or not the transactions contemplated thereby are consummated), and the consummation and administration of the transactions contemplated hereby and thereby, including the reasonable fees, disbursements and other charges of counsel (limited to the reasonable fees, disbursements and other charges of one counsel to the Administrative Agent and, if necessary, of one local counsel in each relevant jurisdiction plus, in the event of any actual conflict of interest, one additional counsel in each relevant jurisdiction for the Administrative Agent subject to such conflict), and (b) to pay or reimburse the Administrative Agent and each Lender for all reasonable and documented or invoiced out-of-pocket costs and expenses incurred in connection with the enforcement of any rights or remedies under this Agreement or the other Loan Documents (including all such costs and expenses incurred during any legal proceeding, including any proceeding under any Debtor Relief Law or in connection with any workout, wind-up, receivership, restructuring or similar proceeding and all documentary taxes associated with this Agreement), including the reasonable fees, disbursements and other charges of counsel (limited to the reasonable fees, disbursements and other charges of one counsel to the Administrative Agent and the Lenders taken as a whole, and, if necessary, of one local counsel in each relevant jurisdiction and of special counsel for each relevant specialty and, in the event of any actual or potential conflict of interest, one additional counsel in each relevant jurisdiction for each Lender or group of Lenders or Administrative Agent subject to such conflict), in each case without duplication for any amounts paid (or indemnified) under Section 3.01. The foregoing costs and expenses shall include all reasonable search, filing, recording, title insurance and appraisal charges and fees and taxes related thereto, and other out-of-pocket expenses incurred by the Administrative Agent. All amounts due under this Section 11.04 shall be paid within thirty (30) days after invoiced or demand therefor (with a reasonably detailed invoice with respect thereto) (except for any such costs and expenses incurred prior to the Amendment and Restatement Date, which shall be paid on the Amendment and Restatement Date). The agreements in this Section 11.04 shall survive the termination of the Aggregate Commitments and repayment of all other Obligations under this Agreement. If any Loan Party fails to pay when due any costs, expenses or other amounts payable by it hereunder or under any Loan Document, such amount may be paid on behalf of such Loan Party by the Administrative Agent or any Lender, in its sole discretion.

11.05 Indemnification by the Borrowers.

The Borrowers shall indemnify and hold harmless the Administrative Agent, each Agent-Related Person, each Lender, each L/C Issuer, each Swing Line Lender and their respective Affiliates, partners, directors, officers, employees, counsel, agents and, in the case of any funds, trustees and advisors and attorneys-in-fact (collectively the "***Indemnitees***") from and against, and will reimburse each Indemnitee as the same are incurred for, any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs (including settlement costs), reasonable and documented or invoiced out-of-pocket expenses and disbursements (including the reasonable fees, disbursements and other charges of (i) one counsel to the Indemnitees taken as a whole, (ii) in the case of any actual conflict of interest, following notice to the Borrowers, additional counsel to the affected Lender or group of Lenders, limited to one such additional counsel for each affected Lender or group of Lenders so long as representation of each such party by a single counsel is consistent with and permitted by professional responsibility rules, and (iii) if necessary, one local counsel in each relevant jurisdiction and special counsel for each relevant specialty) of any kind or nature whatsoever which may at any time be imposed on, incurred by or asserted or awarded against any such Indemnitee in any way relating to or arising out of or in connection with or by reason of (x) any actual or prospective claim, litigation, investigation or proceeding in any way relating to, arising out of, in connection with or by reason of any of the following, whether based on contract, tort or any other theory (including any investigation of, preparation for, or defense of any pending or threatened claim, investigation, litigation or proceeding): (a) the execution, delivery, enforcement, performance or administration of any Loan Document or any other agreement, letter or instrument delivered in connection with the transactions contemplated thereby or the consummation of the transactions contemplated thereby or (b) any Revolving Credit Commitment, Loan or Letter of Credit or the use or proposed use of the proceeds therefrom (including any refusal by any L/C Issuer 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); provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such liabilities, obligations, losses, damages, penalties, claims, demands, actions, judgments, suits, costs, expenses or disbursements are determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the bad faith, gross negligence or willful misconduct of such Indemnitee or material breach of its express obligations under the Loan Documents by such Indemnitee or its Related Parties or (y) any actual or alleged presence or Release or threat of Release of Hazardous Materials on, at, under or from any property currently or formerly owned or operated by the Borrowers, any Subsidiary or any other Loan Party, or any Environmental Liability related in any way to the Borrowers, any Subsidiary or any other Loan Party, ((x) and (y), collectively, the "***Indemnified Liabilities***") in all cases, whether or not caused by or arising, in whole or in part, out of the negligence of the Indemnitee and regardless of whether any Indemnitee is a party thereto. No Indemnitee shall be liable for any damages arising from the use by others of any information or other materials obtained through IntraLinks or other information transmission systems (including electronic telecommunications) in connection with this Agreement unless determined by a court of competent jurisdiction by final and non-appealable judgment to have resulted from the gross negligence, bad faith or willful misconduct of such Indemnitee, nor shall any Indemnitee or any Loan Party (without limitation to the Loan Parties' indemnification obligations hereunder) have any liability for any special, punitive, indirect or consequential damages relating to this Agreement or any other Loan Document or arising out of its activities in connection herewith or therewith (whether before or after the Amendment and Restatement Date). In the case of an investigation, litigation or other proceeding to which the indemnity in this Section 11.05 applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by any Loan Party, its directors, shareholders or creditors or an Indemnitee or any other Person, whether or not any Indemnitee is otherwise a party thereto. If any investigation, litigation or proceeding is settled, or if there is a judgment against an Indemnitee in any such investigation, litigation or proceeding, the Borrowers shall indemnify and hold harmless each Indemnitee in the manner set forth above. All amounts due under this Section 11.05 shall be payable no later than the earlier of: thirty (30) days after demand therefor by the applicable Indemnitee and the occurrence of an Event of Default. The agreements in this Section 11.05 shall survive the resignation of the Administrative Agent, the replacement of any Lender, the termination of the Aggregate Commitments and the repayment, satisfaction or discharge of all the other Obligations under this Agreement.

11.06 Payments Set Aside.

If and to the extent that any payment by or on behalf of the Borrowers is made to the Administrative Agent, any L/C Issuer, any Swing Line Lender or any Lender, or if and to the extent that the Administrative Agent, any L/C Issuer, any Swing Line Lender or any Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Administrative Agent, such L/C Issuer, such Swing Line Lender or such Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then (a) to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred, and (b) each Lender, L/C Issuer and Swing Line Lender severally agrees to pay to the Administrative Agent upon demand its applicable share (without duplication) of any amount so recovered from or repaid by the Administrative Agent, plus interest thereon from the date of such demand to the date such payment is made at a rate *per annum* equal to the Canadian Prime Rate from time to time in effect. The obligations of the Lenders, the L/C Issuers and the Swing Line Lenders under clause (b) of the preceding sentence shall survive the payment in full of the Obligations under this Agreement and the termination of this Agreement.

11.07 Erroneous Payments by the Administrative Agent.

(a) If the Administrative Agent notifies a Guarantee Beneficiary, or any Person who has received funds on behalf of a Lender or other Guarantee Beneficiary under or pursuant to any Loan Document (or the Existing Credit Agreement or any Loan Document as defined therein) (any such Lender, other Guarantee Beneficiary or other recipient, a "**Payment Recipient**") that the Administrative Agent has determined in its sole discretion (whether or not after receipt of any notice under Section 11.07(b)) that any funds received by such Payment Recipient from the Administrative Agent or any of its Affiliates were erroneously or mistakenly transmitted or paid to, or otherwise erroneously or mistakenly received by, such Payment Recipient (whether or not known to such Lender, other Guarantee Beneficiary or other Payment Recipient on its behalf) (any such funds, whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise, individually and collectively, an "**Erroneous Payment**") and demands the return of such Erroneous Payment (or a portion thereof); provided that, without limiting any other rights or remedies (whether at law or in equity), the Administrative Agent may not make any such demand unless such demand is made within 5 years of the date of receipt of such Erroneous Payment by the applicable Payment Recipient, such Erroneous Payment shall at all times remain the property of the Administrative Agent and shall be segregated by the Payment Recipient and held in trust for the benefit of the Administrative Agent, and such Lender or other Guarantee Beneficiary shall (or, with respect to any Payment Recipient who received such funds on its behalf, shall cause such Payment Recipient to) promptly, but in no event later than two Business Days thereafter, return to the Administrative Agent the amount of any such Erroneous Payment (or portion thereof) as to which such a demand was made, in same day funds (in the currency so received), together with interest thereon in respect of each day from and including the date such Erroneous Payment (or portion thereof) was received by such Payment Recipient to the date such amount is repaid to the Administrative Agent in same day funds at the greater of (x) in respect of an Erroneous Payment in U.S. Dollars, the Federal Funds Rate and, in respect of an Erroneous Payment in Canadian

Dollars or any other currency at a fluctuating rate *per annum* equal to the overnight rate at which Canadian Dollars or funds in the currency of such Erroneous Payment, as the case may be, may be borrowed by the Administrative Agent in the interbank market in an amount comparable to such Erroneous Payment (as determined by the Administrative Agent) and (y) a rate determined by the Administrative Agent in accordance with banking industry rules or prevailing market practice for interbank compensation from time to time in effect. A notice of the Administrative Agent to any Payment Recipient under this Section 11.07(a) shall be conclusive, absent manifest error.

(b) Without limiting Section 11.07(a), each Lender or other Guarantee Beneficiary, or any Person who has received funds on behalf of a Lender or other Guarantee Beneficiary under or pursuant to any of the Loan Documents, hereby further agrees that if it receives a payment, prepayment or repayment (whether received as a payment, prepayment or repayment of principal, interest, fees, distribution or otherwise) from the Administrative Agent (or any of its Affiliates) (x) that is in a different amount than, or on a different date from, that specified in a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates) with respect to such payment, prepayment or repayment, (y) that was not preceded or accompanied by a notice of payment, prepayment or repayment sent by the Administrative Agent (or any of its Affiliates), or (z) that such Lender or other Guarantee Beneficiary, or other such recipient, otherwise becomes aware was transmitted, paid, or received, in error or by mistake (in whole or in part) in each case:

(i) in the case of clauses (x) or (y) above, an error shall be presumed to have been made (absent express written confirmation from the Administrative Agent to the contrary) or an error has been made (in the case of clause (z) above), in each case, with respect to such payment, prepayment or repayment; and

(ii) such Lender or other Guarantee Beneficiary shall (and shall cause any other recipient that receives funds on its respective behalf to) promptly (and, in all events, within one Business Day of its knowledge of such error) notify the Administrative Agent of its receipt of such payment, prepayment or repayment, the details thereof (in reasonable detail) and that it is so notifying the Administrative Agent pursuant to this Section 11.07(b).

(c) Each Lender or other Guarantee Beneficiary hereby authorizes the Administrative Agent to set-off, net and apply any and all amounts at any time owing to such Lender or other Guarantee Beneficiary under any Loan Documents or otherwise payable or distributable by the Administrative Agent to such Lender or other Guarantee Beneficiary from any source, against any amount due to the Administrative Agent under Section 11.07(a) or under the indemnification provisions of this Agreement.

(d) In the event that an Erroneous Payment (or portion thereof) is not recovered by the Administrative Agent for any reason, after demand therefor by the Administrative Agent in accordance with Section 11.07(a) from any Lender that has received such Erroneous Payment (or portion thereof) (and/or from any Payment Recipient who received such Erroneous Payment (or portion thereof) on its behalf) (such unrecovered amount, an "**Erroneous Payment Return Deficiency**"), upon the Administrative Agent's notice to such Lender at any time, (i) such Lender shall be deemed to have assigned its Revolving Credit Loans (but not any of its Revolving Credit Commitments) under the Revolving Credit Facility with respect to which such Erroneous Payment was made in an amount equal to the Erroneous Payment Return Deficiency (or such lesser amount as the Administrative Agent may specify) (such assignment of the Revolving Credit Loans (but not any of its Revolving Credit Commitments), the "**Erroneous Payment Deficiency Assignment**") at par plus any accrued and unpaid interest (with the assignment fee to be waived by the Administrative Agent in such instance), and is hereby (together with the Borrowers) deemed to execute and deliver an

Assignment and Assumption with respect to such Erroneous Payment Deficiency Assignment, (ii) the Administrative Agent as the assignee Lender shall be deemed to acquire the Erroneous Payment Deficiency Assignment, (iii) upon such deemed acquisition, the Administrative Agent as the assignee Lender shall become a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment and the assigning Lender shall cease to be a Lender hereunder with respect to such Erroneous Payment Deficiency Assignment, excluding, for the avoidance of doubt, its obligations under the indemnification provisions of this Agreement and any of its Revolving Credit Commitments which shall survive as to such assigning Lender and (iv) the Administrative Agent may reflect in its records its ownership interest in the Revolving Credit Loans subject to the Erroneous Payment Deficiency Assignment. The Administrative Agent may, in its discretion, sell any Revolving Credit Loans acquired pursuant to an Erroneous Payment Deficiency Assignment and, upon receipt of the proceeds of such sale, the Erroneous Payment Return Deficiency owing by the applicable Lender shall be reduced by the net proceeds of the sale of such Revolving Credit Loan (or portion thereof), and the Administrative Agent shall retain all other rights, remedies and claims against such Lender (and/or against any recipient that receives funds on its respective behalf). For the avoidance of doubt, no Erroneous Payment Deficiency Assignment will reduce the Revolving Credit Commitment of any Lender under the Revolving Credit Facility and such Revolving Credit Commitment under such Revolving Credit Facility shall remain available in accordance with the terms of this Agreement. In addition, each Party hereto agrees that, except to the extent that the Administrative Agent has sold a Revolving Credit Loan (or portion thereof) acquired pursuant to an Erroneous Payment Deficiency Assignment, and irrespective of whether the Administrative Agent may be equitably subrogated, the Administrative Agent shall be contractually subrogated to all the rights and interests of the applicable Lender or other Guarantee Beneficiary under the applicable Loan Documents with respect to each Erroneous Payment Return Deficiency (the "**Erroneous Payment Subrogation Rights**").

(e) The Parties hereto agree that an Erroneous Payment shall not pay, prepay, repay, discharge or otherwise satisfy any Obligation owed by any Borrower or any other Loan Party, except, in each case, to the extent such Erroneous Payment is, and solely with respect to the amount of such Erroneous Payment that is, comprised of funds received by the Administrative Agent from (i) any Borrower or any other Loan Party or (ii) the proceeds of realization from the enforcement of one or more of the Loan Documents against or in respect of one or more of the Loan Parties, in each case, for the purpose of making such Erroneous Payment.

(f) To the extent permitted by applicable Law, no Payment Recipient shall assert any right or claim to an Erroneous Payment, and hereby waives, and is deemed to waive, any claim, counterclaim, defense or right of set-off or recoupment with respect to any demand, claim or counterclaim by the Administrative Agent for the return of any Erroneous Payment received, including waiver of any defense based on "discharge for value", "good consideration" for the Erroneous Payment or change of position by such Payment Recipient, any defense that the intent of the Administrative Agent was that such Payment Recipient retain the Erroneous Payment in all events, or any doctrine or defense similar to any of the foregoing.

(g) Each Party's obligations, agreements and waivers under this Section 11.07 shall survive the resignation or replacement of the Administrative Agent, or any assignment or transfer of rights or obligations by, or the replacement of, a Lender or an Affiliate thereof the termination of the Revolving Credit Commitments and/or the repayment, satisfaction or discharge of all Obligations (or any portion thereof) under any Loan Document.

(h) For purposes of this Section 11.07, each Lender:

(i) agrees it is executing and delivering this Agreement with respect to this Section 11.07 both on its own behalf and as agent for and on behalf of its Affiliates referred to in this Section 11.07 and any Person receiving funds under or pursuant to any of the Loan Documents on behalf of such Lender or any of such Affiliates;

(ii) represents, warrants, covenants and agrees that its Affiliates referred to in this Section 11.07 and any Person receiving funds under or pursuant to any of the Loan Documents on behalf of such Lender or any of such Affiliates are bound by the provisions of this Section 11.07; and

(iii) agrees that any matter or thing done or omitted to be done by such Lender, its Affiliates, or any Person receiving funds under or pursuant to any of the Loan Documents on behalf of such Lender or any of such Affiliates which are the subject of this Section 11.07 will be binding upon such Lender and each Lender does hereby indemnify and save the Administrative Agent and its Affiliates harmless from any and all losses, expenses, claims, demands or other liabilities of the Administrative Agent and its Affiliates resulting from the failure of such Lender, its Affiliates or such Persons to comply with their obligations under and in respect of this Section 11.07, in each case, in accordance with and subject to the limitations in Section 11.07.

11.08 Successors and Assigns.

(a) 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 the Borrowers may not assign or otherwise transfer any of their respective rights or obligations hereunder without the prior written consent of the Administrative Agent and each Lender (or as otherwise permitted pursuant to Section 7.02).

(b) 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 Section 11.08(h) and, to the extent expressly contemplated hereby, the Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(c) Each Lender will have the right to sell or assign in minimum portions of $25,000,000 (with such Lender, where such sale or assignment is not of all of such Lender's Revolving Credit Commitment, retaining a Revolving Credit Commitment of at least $25,000,000) such Lender's Revolving Credit Commitment to one or more Lenders, with the consent of the Borrowers, the Administrative Agent, the Fronting Lenders and the Swing Line Lenders, each acting reasonably; provided that no natural person, Defaulting Lender, Sanctioned Lender (or any Person that would be a Sanctioned Lender if such Person becomes a Lender) or Affiliate of any Borrower will be entitled to take an assignment on a Revolving Credit Commitment. Notwithstanding the foregoing, no consent of the Borrowers will be required if an assignment (a) occurs during an Event of Default which is continuing, or (b) is made between financial institutions who, at the relevant time, are already Lenders. An assignment fee of $[redacted] for each such assignment (other than to an Affiliate of a Lender) will be payable to the Administrative Agent by the assigning Lender. In the event of such sale or assignment, the Borrowers, the Administrative Agent, the Fronting Lenders, the Swing Line Lenders and the other Lenders will execute and deliver all such agreements, documents and instruments as the Administrative Agent or the assigning Lender may reasonably request to effect and recognize such sale or assignment, including an Assignment and Assumption.

(d) In connection with any assignment of rights and obligations of any Defaulting Lender hereunder, no such assignment shall be effective unless and until, in addition to the other conditions thereto set forth herein, the parties to the assignment shall make such additional payments to the Administrative Agent in an aggregate amount sufficient, upon distribution thereof as appropriate (which may be outright payment, purchases by the assignee of participations or sub-participations, or other compensating actions, including funding, with the consent of the Borrowers and the Administrative Agent, the applicable *Pro Rata Share* of Loans previously requested but not funded by the Defaulting Lender, to each of which the applicable assignee and assignor hereby irrevocably consent), to (x) pay and satisfy in full all payment liabilities then owed by such Defaulting Lender to the Administrative Agent or any Lender hereunder (and interest accrued thereon) and (y) acquire (and fund as appropriate) its full *Pro Rata Share* of all Loans and participations in Letters of Credit and Swing Line Loans in accordance with its *Pro Rata Share*; provided that notwithstanding the foregoing, in the event that any assignment of rights and obligations of any Defaulting Lender hereunder shall become effective under applicable Law without compliance with the provisions of this paragraph, then the assignee of such interest shall be deemed to be a Defaulting Lender for all purposes of this Agreement until such compliance occurs.

(e) To the extent that any Lender sells or assigns any portion of its Revolving Credit Commitment pursuant to this Section 11.08 and such new Lender or new Lenders, as the case may be, has executed and delivered to the Borrowers and the Administrative Agent an Assignment and Assumption, such Lender will be relieved and forever discharged of any and all of its covenants and obligations under the Agreement in respect of that portion of the Revolving Credit Commitment so sold or assigned from and after the date of such Assignment and Assumption (but it will continue to have the benefits arising under Sections 3.01, 3.03, 11.04 and 11.05 with respect to facts and circumstances occurring prior to the effective date of such assignment) and the Borrower's recourse under this Agreement in respect of such portion so sold or assigned from and after the date of the Assignment and Assumption for matters arising thereunder from and after the date of the Assignment and Assumption will be to such new Lender or new Lenders only, as the case may be, and their successors and permitted assigns.

(f) The Administrative Agent, acting solely for this purpose as a non-fiduciary agent of the Borrowers (and such agency being solely for tax purposes), shall maintain at the Administrative Agent's Office 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 Revolving Credit Commitments of, and principal amounts (and related interest amounts) of the Loans, L/C Obligations (specifying the Unreimbursed Amounts), L/C Borrowings and amounts due under Section 2.03, 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 Borrowers, the Administrative Agent and the Lenders shall 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. In addition, the Administrative Agent shall maintain on the Register information regarding the designation, and revocation of designation, of any Lender as Defaulting Lender. The Register shall be available for inspection by the Borrowers, the Administrative Agent and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(g) Any Lender may at any time, without the consent of, or notice to, the Borrowers or the Administrative Agent, sell participations to any Person (other than a natural person, an Affiliate of any Loan Party, Defaulting Lender or Sanctioned Lender) (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 Revolving Credit Commitment and/or the Loans (including such Lender's participations in L/C Obligations and/or Swing Line 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 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 agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided, that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, waiver or other modification described in the first proviso to Section 11.01 that directly affects such Participant. Subject to Section 11.08(h), the Borrowers agree that each Participant shall be entitled to the benefits of Sections 3.01 and 3.03 (subject to the requirements and the limitations of such Sections) to the same extent as if it were a Lender (including for purposes of the definition of "Excluded Taxes") and had acquired its interest as an Eligible Assignee. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 9.04 as though it were a Lender, provided such Participant agrees to be subject to Section 2.13 as though it were a Lender.

(h) A Participant shall not be entitled to receive any greater payment under Section 3.01 or 3.03 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless (i) the sale of the participation to such Participant is made with the Borrower's prior written consent or (ii) such entitlement results from a change in Law.

(i) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any central bank having jurisdiction over such Lender; provided that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(j) Any L/C Issuer or Swing Line Lender shall automatically be deemed to have resigned as such at any time such Person ceases to be a Lender hereunder. In the event of any such resignation of a Lender as L/C Issuer or Swing Line Lender, the Borrowers shall be entitled to appoint from among the Lenders a successor L/C Issuer or Swing Line Lender, as applicable, hereunder; provided, however, that no failure by the Borrowers to appoint any such successor shall affect the resignation of such departing existing L/C Issuer or Swing Line Lender, as the case may be. If an L/C Issuer or Swing Line Lender resigns as L/C Issuer or Swing Line Lender, as applicable, it shall retain all the rights and obligations of an L/C Issuer or Swing Line Lender, as applicable, hereunder with respect to all Letters of Credit outstanding as of the effective date of its resignation as L/C Issuer or Swing Line Lender, as applicable, and all L/C Obligations with respect thereto (including the right to require the Lenders to make U.S. Base Rate Loans or Canadian Prime Rate Loans or fund risk participations in Unreimbursed Amounts pursuant to Section 2.03(c) and Section 2.04(c), as applicable). Upon the appointment of a successor L/C Issuer or Swing Line Lender, as applicable, (A) such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the resigning L/C Issuer or Swing Line Lender, as the case may be, and (B) the successor L/C Issuer or Swing Line Lender, as applicable, shall issue letters of credit in substitution for the Letters of Credit, if any, outstanding at the time of such succession or make other arrangements satisfactory to the resigning L/C Issuer or Swing Line Lender to effectively assume the obligations of such resigning L/C Issuer or Swing Line Lender with respect to such Letters of Credit.

(k) The applicable Lender, acting solely for this purpose as a non-fiduciary agent of the Borrowers (solely for tax purposes), shall maintain a register on which it enters the name and address of each

Participant, and the amount of each such Participant's interest in such Lender's rights and/or obligations under this Agreement (the "***Participant Register***"). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of the applicable rights and/or obligations of such Lender under this Agreement. No Lender shall have any obligation to disclose all or any portion of the Participant Register to any Person (including the identity of any participant or any information relating to a participant's interest in any Revolving Credit Commitments, Loans or its other obligations under this Agreement) except as required by applicable Law. Unless otherwise required by any Governmental Authority, any disclosure required by the foregoing sentence shall be made by the relevant Lender directly and solely to such Governmental Authority.

11.09 Confidentiality.

(a) Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information, except that Information may be disclosed (i) to its directors, officers, employees and agents, including accountants, legal counsel and other advisors, and other Affiliates (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 in accordance with customary practices); (ii) to the extent requested by any regulatory authority having jurisdiction over the Administrative Agent, such Lender or its respective Affiliates or in connection with any pledge or assignment permitted under Section 11.08(i); (iii) in any legal, judicial, administrative proceeding or other compulsory process or otherwise as required by applicable Laws or regulations or by any subpoena or similar legal process; (iv) to any other party to this Agreement; (v) 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; (vi) subject to an agreement containing provisions substantially the same as those of this Section 11.09 (or as may otherwise be reasonably acceptable to the Borrowers), to any Eligible Assignee of or Participant in, or any prospective Eligible Assignee of or Participant in, any of its rights or obligations under this Agreement; (vii) with the written consent of the Borrowers; (viii) to the extent such Information becomes publicly available other than as a result of a breach of this Section 11.09; (ix) to any state, Federal, provincial, territorial or foreign authority or examiner regulating any Lender; or (x) to any rating agency when required by it (it being understood that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any Information relating to the Loan Parties received by it from such Lender). In addition, the Administrative Agent and the Lenders may disclose the existence of this Agreement and information about this Agreement to market data collectors, similar service providers to the lending industry, and service providers to the Administrative Agent and the Lenders in connection with the administration and management of this Agreement, the other Loan Documents, the Revolving Credit Commitments, the name of the Borrowers and the Credit Extensions.

(b) For the purposes of this Section 11.09, "***Information***" means all information received from any Loan Party or any Subsidiary thereof relating to any Loan Party or any Subsidiary thereof or any of their respective businesses, other than any such information that is publicly available to the Administrative Agent or any Lender prior to disclosure by any Loan Party other than as a result of a breach of this Section 11.09; provided that, in the case of information received from a Loan Party after the Amendment and Restatement Date, such information is clearly identified at the time of delivery as confidential or is delivered pursuant to Section 6.01, 6.02 or 6.03 hereof and is not publicly available. Any Person required to maintain the confidentiality of Information as provided in this Section 11.09 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.

(c) Each of the Administrative Agent, the Lenders and each L/C Issuer acknowledges that (i) the Information may include material non-public information concerning the Borrowers or a Subsidiary, as the case may be, (ii) it has developed compliance procedures regarding the use of material non-public information and (iii) it will handle such material non-public information in accordance with applicable Law, including United States federal and state and Canadian federal and provincial securities Laws.

(d) The provisions of this Section 11.09 shall survive the resignation and/or replacement of the Administrative Agent, any assignment of rights by, or the replacement of, a Lender, the termination of the Revolving Credit Commitments and the repayment, satisfaction or discharge of all other Obligations under this Agreement until the date that is two years after the earlier of: (i) with respect to the Agent or a Lender which ceases to be the Agent or a Lender, as applicable, prior to the termination of this Agreement, the date of such cessation in the applicable capacity (and solely for the purposes of its obligations under this Section 11.09 in such capacity); and (ii) the date this Agreement is terminated.

11.10 Interest Rate Limitation.

Notwithstanding anything to the contrary contained in any Loan Document, the interest paid or agreed to be paid under the Loan Documents shall not exceed the maximum rate of non-usurious interest permitted by applicable Law (including the *Criminal Code* (Canada)) (the "***Maximum Rate***"). If the Administrative Agent or any Lender shall receive interest in an amount that exceeds the Maximum Rate, the excess interest shall be applied to the principal of the Loans or, if it exceeds such unpaid principal, refunded to the Borrowers. In determining whether the interest contracted for, charged, or received by an Administrative Agent or a Lender exceeds the Maximum Rate, such Person may, to the extent permitted by applicable Law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest throughout the contemplated term of the Obligations hereunder.

11.11 Disruption Events.

If an Affected Party determines (in its discretion, acting reasonably) that a Disruption Event has occurred and is continuing:

(a) (i) the Affected Party shall promptly notify the Primary Borrower and the Administrative Agent of (A) the occurrence of such Disruption Event (including reasonable particulars thereof) and (B) the cessation of such Disruption Event (including reasonable particulars thereof) and (ii) the Administrative Agent shall promptly provide the Lenders with a copy of each such notice;

(b) if requested to do so by the Affected Party, then the Administrative Agent and the Primary Borrower (and, where applicable, any Lender which is the Affected Party) will promptly consult with each other with a view to agreeing upon such temporary changes to the operation or administration of the Revolving Credit Facility or the Swing Line Facility and this Agreement during the continuance of such Disruption Event as the Administrative Agent and the Primary Borrower (and, where applicable, any Lender which is the Affected Party) may reasonably deem necessary in the circumstances (and which may include, without limitation, a temporary deferral of a payment date); provided that (i) the Administrative Agent shall not be obliged to consult with the Primary Borrower (and, where applicable, any Lender which is the Affected Party) with respect to any such changes if, in the Administrative Agent's reasonable opinion, it is not practicable to do so in the circumstances, (ii) the Administrative Agent may consult with any Lenders which are not

Affected Parties with respect to any such changes but shall not be obliged to do so, and (iii) the Administrative Agent and the Primary Borrower (and, where applicable, any Lender which is the Affected Party) shall have no obligation to agree to such changes;

(c) the Administrative Agent shall promptly notify the Lenders of any such changes which may be agreed upon by the Administrative Agent and the Primary Borrower (and, where applicable, any Lender which is the Affected Party) pursuant to paragraph (b) above and such changes shall be immediately binding upon the Administrative Agent, the Primary Borrower and all of the Lenders as an amendment to, or waiver of, the terms of the Loan Documents notwithstanding the provisions of Section 11.01 or any other provision in this Agreement to the contrary; provided that (i) any such amendment or waiver shall cease to be in effect upon the earlier of (A) the cessation of such Disruption Event as notified by the Affected Party pursuant to Section 11.11(a)(i)(B) above and (B) the receipt by the Administrative Agent not later than five Business Days after the Administrative Agent has provided notice of such changes to the Lenders pursuant to this clause (c), of the objection of the Required Lenders in writing to such amendment or waiver and (ii) no such amendment or waiver can defer the payment date of any amount due from a Loan Party hereunder to a payment date which is after the earlier to occur of (A) one Business Day after the cessation of such Disruption Event and (B) five Business Days after the original due date, unless such longer deferral has been consented to by each Lender which is owed any portion of such payment (in which case such longer deferral will apply); and

(d) the Administrative Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence or any other category of liability whatsoever but excluding any claim based on the fraud or gross negligence of the Administrative Agent as finally determined by a court of competent jurisdiction) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Section 11.11.

11.12 Integration; Effectiveness.

This Agreement and the other Loan Documents, 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. In the event of any conflict between the provisions of this Agreement and those of any other Loan Document, the provisions of this Agreement shall control; provided that the inclusion of supplemental rights or remedies in favour of the Administrative Agent or the Lenders in any other Loan Document shall not be deemed a conflict with this Agreement. Each Loan Document was drafted with the joint participation of the respective parties thereto and shall be construed neither against nor in favour of any party, but rather in accordance with the fair meaning thereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto.

11.13 Survival of Representations and Warranties.

All representations and warranties made hereunder and in any other Loan Document or other document delivered pursuant hereto or thereto or in connection herewith or therewith shall survive the execution and delivery hereof and thereof. Such representations and warranties have been or will be relied upon by the Administrative Agent and each Lender, regardless of any investigation made by the Administrative Agent or any Lender or on their behalf and notwithstanding that the Administrative Agent or any Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder (other than contingent indemnification obligations as to which no claim has been asserted and obligations and liabilities under Guaranteed Cash Management Agreements and Guaranteed Hedge Agreements) shall remain unpaid or unsatisfied or any Letter of Credit shall remain outstanding.

11.14 Waiver of Law

To the extent legally permitted, each Borrower hereby irrevocably and absolutely waives the provisions of any applicable Law which may be inconsistent at any time with, or which may delay or limit in any way, the enforcement of the Loan Documents in accordance with their terms.

11.15 Severability.

If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Without limiting the foregoing provisions of this Section 11.15, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be limited by Debtor Relief Laws, as determined in good faith by the Administrative Agent, the L/C Issuer or the Swing Line Lender, as applicable, then such provisions shall be deemed to be in effect only to the extent not so limited.

11.16 Tax Forms.

(a) The Administrative Agent may deduct and withhold any taxes required by any Laws to be deducted and withheld from any payment under any of the Loan Documents.

(b) If a payment made to a Lender under any Loan Document would be subject to U.S. federal withholding tax imposed by FATCA if such Lender any other legal or beneficial holder of a Loan under this Agreement or any other Loan Document or any foreign financial institution through which payments on the Loans under this Agreement or any other Loan Document are made were to fail to comply with the applicable reporting requirements of FATCA (including those contained in sections 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Borrowers and the Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by the Borrowers or the Administrative Agent such documentation prescribed by applicable law (including as prescribed by section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrowers or the Administrative Agent as may be necessary for the Borrowers and the Administrative Agent to comply with their obligations under FATCA and to determine whether such Lender has or has not complied with such Lender's obligations under such law and, if necessary, to determine the amount to deduct and withhold from such payment.

(c) With respect to any withholding tax other than U.S. federal withholding tax, each Lender shall, at such times as are reasonably requested by the Borrowers or the Administrative Agent, provide the Borrowers and the Administrative Agent with any documentation prescribed by Law or administrative policy or reasonably requested by the Borrowers or the Administrative Agent certifying as to any entitlement of such Lender or any beneficial owner (or any beneficiary, partner or member thereof, as applicable) to an exemption from, or reduction in, withholding Tax with respect to any payments to be made to such Lender under any Loan Document. Each such Lender and Administrative Agent shall, whenever a lapse in time, change in law, regulation or administrative policy or change in circumstances renders such documentation obsolete, expired or inaccurate in any material respect, deliver promptly to the Borrowers and the Administrative Agent updated or other appropriate documentation (including any new documentation reasonably requested by the Borrowers or the Administrative Agent) or promptly notify the Borrowers and the Administrative Agent of its inability to do so. From time to time, each such Lender shall promptly submit to the Borrowers and the Administrative Agent such duly completed and signed copies of one or more of such forms and/or certificates (or such successor forms or certificates as shall be adopted from time to time by the relevant taxing authorities or such other evidence as is satisfactory to the Borrowers and the Administrative Agent (in either case, in its sole discretion)) as may then be presented by then current laws, regulations and administrative policy to avoid or reduce, withholding taxes in respect of all payments to be made to such Lender by the Borrowers or other Loan Party pursuant to this Agreement, or any other Loan Document, in each case, (1) on or before the date that any such form, certificate or other evidence expires or becomes obsolete, (2) after the occurrence of any event requiring a change in the most recent form, certificate or other evidence previously delivered by it to the Borrowers and the Administrative Agent (including, for the avoidance of doubt, due to a designation of a new Lending Office) and (3) from time to time thereafter if reasonably requested by the Borrowers or the Administrative Agent.

(d) The Borrowers shall not be required to pay any additional amount or any indemnity payment under Section 3.01 (other than Section 2.19(d)(i) and, to the extent it relates to Other Taxes and reasonable expenses arising therefrom or with respect thereto, Section 2.19(d)(i)) to (A) any Lender if such Lender shall have failed to satisfy the foregoing provisions of FATCA, to the extent such indemnity payment relates to such failure; provided, that if such Lender shall have satisfied the requirement of FATCA, as applicable, on the date such Lender became a Lender (including, for the avoidance of doubt, as a result of an assignment), nothing in this Section 11.16 shall relieve the Borrowers of their obligation to pay any amounts pursuant to Section 3.01 in the event that, as a result of any change in Law that is not described in the proviso of the definition of FATCA, such Lender is no longer properly entitled to deliver forms, or certificates at a subsequent date establishing the fact that such Lender or other Person for the account of which such Lender receives any sums payable under any of the Loan Documents is not subject to withholding or is subject to withholding at a reduced rate.

(e) The obligation of the Lenders, severally, under this Section 11.16 shall survive the termination of the Aggregate Commitments, repayment of all other Obligations hereunder and the resignation of the Administrative Agent.

(f) Notwithstanding any other provision of this Section 11.16, a Lender shall not be required to deliver any form that such Lender is not legally able to deliver.

11.17 Governing Law; Jurisdiction; Judgment Currency; Etc.

(a) Governing Law. This Agreement and each other Loan Document (unless expressly provided otherwise therein) shall be governed by, and construed in accordance with, the law of the Province of Alberta.

(b) Submission to Jurisdiction. Each party hereto irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the Province of Alberta sitting in Calgary, Alberta, 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 the Administrative Agent, any Lender, any L/C Issuer or any Swing Line Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Borrower or any other Loan Party or its properties in the courts of any jurisdiction in connection with the exercise of any rights under any security document.

(c) Waiver of Venue. Each party hereto 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 11.16. 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.

(d) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 11.02. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable Law.

(e) Judgment Currency. In respect of any judgment or order given or made for any amount due hereunder that is expressed and paid in a currency (the "***judgment currency***") other than Canadian Dollars, the Borrowers will indemnify the Administrative Agent and each Lender against any loss incurred as a result of any variation as between (i) the rate of exchange at which the Canadian Dollar amount is converted into the judgment currency for the purpose of such judgment or order and (ii) the rate of exchange at which the Administrative Agent is able to purchase Canadian Dollars with the amount of judgment currency actually received. The foregoing indemnity shall constitute a separate and independent obligation of the Loan Parties and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of or conversion into Canadian Dollars. If the Canadian Dollars so purchased are greater than the sum originally due to the Administrative Agent or Lender hereunder, the Administrative Agent or Lender, as applicable, agrees to pay to the Borrowers (but without duplication) an amount equal to the excess of the Canadian Dollars so purchased over the sum originally due to the Administrative Agent or such Lender, as applicable, hereunder.

11.18 Waiver of Right to Trial by Jury.

Each party to this Agreement hereby expressly waives any right to trial by jury of any claim, demand, action or cause of action arising under any Loan Document or in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect to any Loan Document, or the transactions related thereto, in each case whether now existing or hereafter arising, and whether founded in contract or tort or otherwise; and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party to this Agreement may file an original counterpart or a copy of this Section 11.18 with any court as written evidence of the consent of the signatories hereto to the waiver of their right to trial by jury.

11.19 Binding Effect.

When this Agreement shall have become effective in accordance with Section 11.11, it thereafter shall be binding upon and enure to the benefit of the Borrowers, the Administrative Agent and each Lender and their respective successors and permitted assigns, except that the Borrowers shall not have the right to assign their rights hereunder or any interest herein without the prior written consent of the Administrative Agent and the Lenders except as permitted by Section 7.02.

11.20 No Advisory or Fiduciary Responsibility.

In connection with all aspects of each transaction contemplated hereby (including in connection with any amendment, waiver or other modification hereof or of any other Loan Document), each party hereto acknowledges and agrees, and acknowledges and agrees that it has informed its other Affiliates, that: (i) (A) no fiduciary, advisory or agency relationship between any of the parties hereto and their respective Subsidiaries is intended to be or has been created in respect of any of the transactions contemplated hereby and by the other Loan Documents, irrespective of whether any party hereto has advised or is advising any of the Parties and their respective Subsidiaries on other matters, (B) the arranging and other services regarding this Agreement provided by the Administrative Agent and the Arrangers are arm's-length commercial transactions between the parties hereto, (C) each party hereto has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (D) each party hereto is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby and by the other Loan Documents; (ii) (A) the Administrative Agent and the Arrangers each is and has been acting solely as a principal and, except as may otherwise be expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for the parties hereto or any of their respective Affiliates, or any other Person and (B) no party hereto has any obligation to the other parties hereto or any of their respective Affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein and in the other Loan Documents; and (iii) the Administrative Agent and the Agent-Related Persons may be engaged in a broad range of transactions that involve interests that differ from those of the parties hereto and their respective Affiliates, and the Administrative Agent has no obligation to disclose any of such interests and transactions to the Loan Parties or any of their respective Affiliates. To the fullest extent permitted by Law, each Borrower hereby waives and releases any claims that it may have against the Administrative Agent with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transaction contemplated hereby.

11.21 No Partnership, Joint Venture.

Except as expressly provided for herein, the parties hereto agree that nothing contained in this Agreement nor the conduct of any party hereto will in any manner whatsoever constitute or be intended to a partnership or joint venture among the parties hereto or any of them, but rather each party hereto will be separately responsible, liable and accountable for its own obligations under the Loan Documents, or any conduct arising therefrom and for all claims, demands, actions and causes of action arising therefrom. The parties hereto agree that no party hereto will have the authority or represent that it has, or hold itself out as having, the authority to act for or assume any obligation or responsibility on behalf of any other party hereto, save and except as may be expressly provided for in the Loan Documents.

11.22 Affiliate Activities.

Each Borrower acknowledges that the Administrative Agent (and the Agent-Related Persons) is a full service securities firm engaged, either directly or through Affiliates, in various activities, including securities trading, investment banking and financial advisory, investment management, principal investment, hedging, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. In the ordinary course of these activities, it may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and/or financial instruments (including bank loans) for its own account and for the accounts of its customers and may at any time hold long and short positions in such securities and/or instruments. Such investment and other activities may involve securities and instruments of the Borrowers and their Affiliates, as well as of other Persons and their Affiliates which may (i) be involved in transactions arising from or relating to the engagement contemplated hereby and by the other Loan Documents, (ii) be customers or competitors of the Borrowers and their Affiliates, or (iii) have other relationships with the Borrowers and their Affiliates. In addition, it may provide investment banking, underwriting and financial advisory services to such other entities and persons. It may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of the Borrowers and their Affiliates or such other entities. The transactions contemplated hereby and by the other Loan Documents may have a direct or indirect impact on the investments, securities or instruments referred to in this paragraph.

11.23 Electronic Execution of Assignments and Certain Other Documents.

The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption or in any amendment or other modification hereof (including waivers and consents) 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.

11.24 Further Assurances.

Each of the parties hereto will, from time to time forthwith at the Primary Borrower's or the Administrative Agent's request and at the Borrowers' own cost and expense (to the extent reasonable), do, make, execute and deliver, or cause to be done, made, executed and delivered, all such further documents, financing statements, financing change statements, assignments, acts, matters and things which may be reasonably required by the Primary Borrower or the Administrative Agent with respect to the Revolving Credit Facility and to give effect to any provision of the Loan Documents.

11.25 Counterparts; Electronic Execution.

This Agreement and each other Loan Document may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by fax or other electronic transmission of an executed counterpart of a signature page to this Agreement and each other Loan Document shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Agreement or any other Loan Document shall be deemed to include electronic signatures, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, as provided in Parts 2 and 3 of the *Personal Information Protection and Electronic Documents Act* (Canada), the *Electronic Commerce Act, 2000* (Ontario), the *Electronic Transaction Acts* (British Columbia), the *Electronic Transactions Act* (Alberta), or any other similar laws based on the *Uniform Electronic Commerce Act* of the Uniform Law Conference of Canada. The Administrative Agent may, in its discretion, require that any such documents and signatures executed electronically or delivered by fax or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature executed electronically or delivered by fax or other electronic transmission.

11.26 Anti-Money Laundering Legislation.

(a) Each Borrower acknowledges that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "***PATRIOT Act***") and other applicable anti-money laundering, antiterrorist financing, government sanction and "know your client" Laws, whether within Canada, the United States or elsewhere (collectively, including any guidelines or orders thereunder, "***AML Legislation***"), the Lenders and the Administrative Agent may be required to obtain, verify and record information regarding the Loan Parties, their respective directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Loan Parties, and the transactions contemplated hereby that will allow such Lender or the Administrative Agent, as applicable, to identify each Loan Party in accordance with the AML Legislation. Each Borrower shall promptly provide, or cause the Loan Parties to provide, all such information, including supporting documentation and other evidence, as may be requested by any Lender or the Administrative Agent, or any prospective assignee or participant of a Lender or the Administrative Agent, in order to comply with any applicable AML Legislation, whether now or hereafter in existence, and including ongoing obligations thereunder.

(b) If the Administrative Agent has ascertained the identity of the Borrowers or any other Loan Party or any authorized signatories of the Borrowers or any other Loan Party for the purposes of applicable AML Legislation, then the Administrative Agent:

(i) shall be deemed to have done so as an agent for each Lender, and this Agreement shall constitute a "written agreement" in such regard between each Lender and the Administrative Agent within the meaning of applicable AML Legislation; and

(ii) shall provide to each Lender copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Lenders agrees that the Administrative Agent has no obligation to ascertain the identity of the Borrowers or any other Loan Party or any authorized signatories of the Borrowers or any other Loan Party on behalf of any Lender, or to confirm the completeness or accuracy of any information it obtains from the Borrowers or any other Loan Party or any such authorized signatory in doing so.

(c) Without limiting any of the Primary Borrower's obligations provided for elsewhere in this Section 11.26(c), in connection with any Change of Control, the Primary Borrower shall provide or cause to be provided, on or prior to the closing date of such Change of Control, all such information as is required to comply with each Lender's applicable "know your client" requirements and AML Legislation, provided such information is requested by such Lender in writing at least ten (10) Business Days in advance of such date.

11.27 Acknowledgement and Consent to Bail-In of Affected Financial Institutions.

Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any Affected Financial Institution arising under any Loan Document, to the extent such liability is unsecured, may be subject to the Write-Down and Conversion Powers of the applicable Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an Affected Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent undertaking, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement or any other Loan Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of the applicable Resolution Authority.

11.28 Acknowledgement Regarding Any Supported QFCs.

To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Swap Contract or any other agreement or instrument that is a QFC (such support, "***QFC Credit Suppor***t", and each such QFC, a "***Supported QFC***"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the *Federal Deposit Insurance Act* and Title II of the *Dodd-Frank Wall Street Reform and Consumer Protection Act* (together with the regulations promulgated thereunder, the "***U.S. Special Resolution Regime***s") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "***Covered Party***") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 11.28, the following terms have the following meanings:

(i) "***BHC Act Affiliate***" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party;

(ii) "***Covered Entity***" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b);

(iii) "***Default Right***" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and

(iv) "***QFC***" has the meaning assigned to the term "qualified financial contract" in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK - SIGNATURE PAGES FOLLOW.]

GIBSON ENERGY INC., as Primary Borrower

By: “Signed”

Name: *[redacted]*
Title: *[redacted]*

ROYAL BANK OF CANADA, as Administrative Agent

By: “Signed”
Name: *[redacted]*
Title: *[redacted]*

By: ______________________
Name:
Title:

ROYAL BANK OF CANADA, as Lender

By: "Signed"
Name: *[redacted]*
Title: *[redacted]*

By: ______________________________
Name:
Title:

BANK OF MONTREAL, as Lender

By: “Signed”
Name: *[redacted]*
Title: *[redacted]*

By: ______________________________
Name:
Title:

THE BANK OF NOVA SCOTIA, as Lender

By: “Signed”
Name: *[redacted]*
Title: *[redacted]*

By: “Signed”
Name: *[redacted]*
Title: *[redacted]*

NATIONAL BANK OF CANADA, as Lender

By: “Signed”
Name: *[redacted]*
Title: *[redacted]*

By: “Signed”
Name: *[redacted]*
Title: *[redacted]*

THE TORONTO-DOMINION BANK, as Lender

By: “Signed”
Name: *[redacted]*
Title: *[redacted]*

By: “Signed”
Name: *[redacted]*
Title: *[redacted]*

CANADIAN IMPERIAL BANK OF COMMERCE, as Lender

By: "Signed"
Name: *[redacted]*
Title: *[redacted]*

By: "Signed"
Name: *[redacted]*
Title: *[redacted]*

ATB FINANCIAL, as Lender

By: “Signed”
Name: *[redacted]*
Title: *[redacted]*

By: “Signed”
Name: *[redacted]*
Title: *[redacted]*

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

By: “Signed”
Name: *[redacted]*
Title: *[redacted]*

By: ______________________________
Name:
Title:

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, as Lender

By: “Signed”
Name: *[redacted]*
Title: *[redacted]*

By: ____________________
Name:
Title:

SCHEDULE I
TO THE GIBSON ENERGY INC.
FIFTH AMENDED AND RESTATED CREDIT AGREEMENT
DATED JUNE 30, 2026

COMMITMENTS AND PRO RATA SHARES

LENDERS	REVOLVING CREDIT COMMITMENTS*	PRO RATA SHARE
Royal Bank of Canada	Cdn. $[redacted]	[redacted]%
Bank of Montreal	Cdn. $[redacted]	[redacted]%
The Bank of Nova Scotia	Cdn. $[redacted]	[redacted]%
National Bank of Canada	Cdn. $[redacted]	[redacted]%
The Toronto-Dominion Bank	Cdn. $[redacted]	[redacted]%
Canadian Imperial Bank of Commerce	Cdn. $[redacted]	[redacted]%
ATB Financial	Cdn. $[redacted]	[redacted]%
Bank of America, N.A., Canada Branch	Cdn. $[redacted]	[redacted]%
JPMorgan Chase Bank, N.A., Toronto Branch	Cdn. $[redacted]	[redacted]%
Total:	**Cdn. $1,000,000,000**	**100%**

SWING LINE LENDERS	SWING LINE COMMITMENTS	PRO RATA SHARE
[redacted]	**Cdn. $**[redacted]	[redacted]%
[redacted]	**Cdn. $**[redacted]	[redacted]%
Total:	**Cdn. $50,000,000**	**100%**

FRONTING LENDERS	FRONTED LC COMMITMENTS	PRO RATA SHARE
[redacted]	**Cdn. $**[redacted]	[redacted]%
[redacted]	**Cdn. $**[redacted]	[redacted]%
Total:	**Cdn. $100,000,000**	**100%**

OVERDRAFT LENDER	OVERDRAFT ACCOMMODATION MAXIMUM AMOUNT
[redacted]	Cdn. $[redacted]

**Inclusive of Swing Line Commitment where applicable.*

SCHEDULE II
TO THE GIBSON ENERGY INC.
FIFTH AMENDED AND RESTATED CREDIT AGREEMENT
DATED JUNE 30, 2026

DISCLOSURE

[Redacted]

SCHEDULE III
TO THE GIBSON ENERGY INC.
FIFTH AMENDED AND RESTATED CREDIT AGREEMENT
DATED JUNE 30, 2026

ADMINISTRATIVE AGENT'S OFFICE, CERTAIN ADDRESSES FOR NOTICES

[Redacted]

EXHIBIT A-1
TO THE GIBSON ENERGY INC.
FIFTH AMENDED AND RESTATED CREDIT AGREEMENT
DATED JUNE 30, 2026

FORM OF COMMITTED LOAN NOTICE

Date: _____________, ____

To:

Royal Bank of Canada, as Administrative Agent
[redacted]

Ladies and Gentlemen:

Reference is made to that certain Fifth Amended and Restated Credit Agreement dated as of June 30, 2026 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time in accordance with its terms, the "***Credit Agreement***"; the terms defined therein being used herein as therein defined), among Gibson Energy Inc., an Alberta corporation (the "***Primary Borrower***"), the Subsidiaries of the Primary Borrower from time to time designated as "*Borrowers*" pursuant to Section 2.20(a) of the Credit Agreement (together with the Primary Borrower, the "***Borrowers***"), the financial institutions party thereto from time to time as Lenders and Royal Bank of Canada, as Administrative Agent.

1. The undersigned Borrower hereby requests (select one):

☐ A Borrowing of Revolving Credit Loans

1. On _____________________________________ (a Business Day).

2. In the principal amount of [Cdn $/U.S. $] __________________.

3. Comprised of ____.
[Type of Loan requested]

4. For SOFR Loans or CORRA Loans: with an Interest Period of _____ months.

☐ A Conversion or Rollover of Revolving Credit Loans

1. On _____________________________________ (a Business Day).

2. In the principal amount of [Cdn $/U.S. $]

3. Comprised of ____.
[Type of Loan requested]

4. For SOFR Loans or CORRA Loans: with an Interest Period of ______ months.

2. The undersigned Borrower hereby certifies that:

(a) as of the date of the Borrowing, the representations and warranties contained in each of the Loan Documents are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the date of the Borrowing, except to the extent such representations and warranties specifically refer to an earlier date, in which case such representations and warranties are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of such earlier date and except that for purposes hereof, the representations and warranties contained in Sections 5.05(a), (b) and (c) of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Sections 6.01(a) and (b) of the Credit Agreement, respectively; and

(b) as of the date of the Borrowing, no Default or Event of Default shall exist, or would result from the proposed Credit Extension or from the application of the proceeds therefrom.

IN WITNESS WHEREOF, the undersigned Borrower has caused this Committed Loan Notice to be executed and delivered by its Responsible Financial Officer as of the date set forth below.

[BORROWER LEGAL NAME]

By: ______________________________

Name:

Title:

By: ______________________________

Name:

Title:

EXHIBIT A-2
TO THE GIBSON ENERGY INC.
FIFTH AMENDED AND RESTATED CREDIT AGREEMENT
DATED JUNE 30, 2026

FORM OF REQUEST FOR L/C CREDIT EXTENSION

To: [_________], as L/C Issuer

[Insert Address]

With a copy to:

Royal Bank of Canada, as Administrative Agent
[redacted]

Reference is made to that certain Fifth Amended and Restated Credit Agreement dated as of June 30, 2026 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time in accordance with its terms, the "***Credit Agreement***"; the terms defined therein being used herein as therein defined), among Gibson Energy Inc., an Alberta corporation (the "***Primary Borrower***"), the Subsidiaries of the Primary Borrower from time to time designated as "*Borrowers*" pursuant to Section 2.20(a) of the Credit Agreement (together with the Primary Borrower, the "***Borrowers***"), the financial institutions party thereto from time to time as Lenders and Royal Bank of Canada, as Administrative Agent.

Pursuant to Section 2.03 of the Credit Agreement, the undersigned Borrower desires a Letter of Credit to be **[issued][amended]** by ***[INSERT NAME OF APPLICABLE L/C ISSUER]*** under the **[Revolving Credit Facility/Swing Line Facility]** in accordance with the terms and conditions of the Credit Agreement on _______________, 20____ (a Business Day) (the "***Credit Date***").

1. The undersigned hereby requests an **[issuance] [amendment]** of a Letter of Credit under the Credit Agreement and sets forth below the following information required by Section 2.03 of the Credit Agreement:

[Use the following paragraphs when requesting an issuance of a Letter of Credit]

(a) such Letter of Credit shall be in the amount of:
[CDN$/U.S.$] _______________________________;

(b) the date on which such Letter of Credit will expire is:

_______________, 20__;

(c) such Letter of Credit shall be issued for the benefit of:
____
[INSERT NAME AND ADDRESS OF BENEFICIARY];

[(d) such beneficiary shall present the following documents in case of any drawing under such Letter of Credit: ________________________________; and][1]

[(e) such beneficiary will present a certificate in connection with any drawing under such Letter of Credit, and the full text of such certificate is attached hereto at Attachment [■].][2]

[Use the following lettered paragraphs when requesting an amendment to a Letter of Credit]

(a) the Letter of Credit to be amended is: ,

(b) the nature of the requested amendment is: __________________.

2. The undersigned Borrower hereby certifies that:

(a) as of the Credit Date, after **[issuing/amending]** such Letter of Credit, (1) the Total Outstandings does not exceed the Aggregate Commitments, **[(2) the aggregate Outstanding Amount of the Revolving Credit Loans of the applicable Lender, <u>plus</u> such Lender's Pro Rata Share of the Outstanding Amount of all L/C Obligations, <u>plus</u> such Lender's Pro Rata Share of the Outstanding Amount of all Swing Line Loans does not exceed such Lender's Revolving Credit Commitment,]** (3) the aggregate Outstanding Amount of the L/C Obligations does not exceed the Letter of Credit Sublimit; **[(4) the aggregate Outstanding Amount of all of Fronted L/C's issued by the applicable Fronting Lender does not exceed its Fronted L/C Commitment;] [(5) the aggregate Outstanding Amount of all Swing Line L/Cs issued by the applicable Swing Line Lender together with the Outstanding Amount of all other Swing Line Loans provided by such Swing Line Lender does not exceed its Swing Line Commitment]**;

(b) as of the date of the Borrowing, the representations and warranties contained in each of the Loan Documents are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the date of the Borrowing, except to the extent such representations and warranties specifically refer to an earlier date, in which case such representations and warranties are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of such earlier date and except that for purposes hereof, the representations and warranties contained in Sections 5.05(a), (b) and (c) of the Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Sections 6.01(a) and (b) of the Credit Agreement, respectively; and

(c) as of such Credit Date, no Default or Event of Default shall exist, or would result from such proposed Credit Extension or from the application of the proceeds therefrom.

[1] Only include if applicable.

[2] Only include if applicable.

IN WITNESS WHEREOF, the undersigned Borrower has caused this Request for L/C Credit Extension to be executed and delivered by its Responsible Financial Officer as of the date set forth below.

Date: ___________________ ___, 20___

[BORROWER LEGAL NAME]

By: ____________________________________

Name:

Title:

EXHIBIT B
TO THE GIBSON ENERGY INC.
FIFTH AMENDED AND RESTATED CREDIT AGREEMENT
DATED June 30, 2026

FORM OF SWING LINE LOAN NOTICE

[Insert],
as a Swing Line Lender under
the Credit Agreement referred
to below

____
____
Attention: [__________________]

With a copy to:

Royal Bank of Canada, as Administrative Agent
[redacted]

Re: **[BORROWER LEGAL NAME]**

Reference is made to that certain Fifth Amended and Restated Credit Agreement dated as of June 30, 2026 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time in accordance with its terms, the "***Credit Agreement***"; the terms defined therein being used herein as therein defined), among Gibson Energy Inc., an Alberta corporation (the "***Primary Borrower***"), the Subsidiaries of the Primary Borrower from time to time designated as "*Borrowers*" pursuant to Section 2.20(a) of the Credit Agreement (together with the Primary Borrower, the "***Borrowers***"), the financial institutions party thereto from time to time as Lenders and Royal Bank of Canada, as Administrative Agent.

1. The undersigned Borrower hereby requests that ***[INSERT APPLICABLE SWINGLINE LENDER]***, as a Swing Line Lender, make Swing Line Loans available to the undersigned Borrower pursuant to Section 2.04 of the Credit Agreement:

    (a) On __________ ______, 20[ ] (a Business Day).

    (b) In the aggregate amount of **[CDN$/U.S.]** _____________.

2. The undersigned Borrower hereby certifies that:

    (a) as of the date of the Borrowing, the representations and warranties contained in each of the Loan Documents are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the date of the Borrowing, except to the extent such representations and warranties specifically refer to an earlier date, in which case such representations and warranties are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of such earlier date and except that for purposes hereof, the representations and warranties contained in Sections 5.05(a), (b) and (c) of the

Credit Agreement shall be deemed to refer to the most recent statements furnished pursuant to Sections 6.01(a) and (b) of the Credit Agreement, respectively; and

(b) as of the date of the Borrowing, no Default or Event of Default shall exist, or would result from the proposed Credit Extension or from the application of the proceeds therefrom.

IN WITNESS WHEREOF the undersigned Borrower has caused this Swing Line Loan Notice to be executed and delivered by its Responsible Officer as of the date set forth below.

Date: ______________________, 20___

[BORROWER LEGAL NAME]

By: ____________________________________

Name:

Title:

EXHIBIT C
TO THE GIBSON ENERGY INC.
FIFTH AMENDED AND RESTATED CREDIT AGREEMENT
DATED June 30, 2026

FORM OF COMPLIANCE CERTIFICATE

Financial Statement Date: ___________,

To: Royal Bank of Canada, as Administrative Agent
[ ]

Ladies and Gentlemen:

Reference is made to that certain Fifth Amended and Restated Credit Agreement dated as of June 30, 2026 (as the same may be amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time in accordance with its terms, the "***Credit Agreement***"; the terms defined therein being used herein as therein defined), among Gibson Energy Inc., an Alberta corporation (the "***Primary Borrower***"), the Subsidiaries of the Primary Borrower from time to time designated as "*Borrowers*" pursuant to Section 2.20(a) of the Credit Agreement (together with the Primary Borrower, the "***Borrowers***"), the financial institutions party thereto from time to time as Lenders and Royal Bank of Canada, as Administrative Agent.

The undersigned Responsible Financial Officer hereby certifies as of the date hereof that he/she is the duly appointed and acting ________________________________ of the Borrower, and that, as such, he/she is authorized to execute and deliver this Certificate to the Administrative Agent on the behalf of the Borrower, and that:

1. *[Use following sentence for fiscal year-end financial statements]* **[The year-end audited financial statements required by Section 6.01(a) of the Credit Agreement for the fiscal year of the Borrower ended as of the above date have been provided to the Administrative Agent.]**

   OR *[Use following sentence for fiscal quarter-end financial statements]* **[The unaudited financial statements required by Section 6.01(b) of the Credit Agreement for the fiscal quarter of the Borrower ended as of the above date have been provided to the Administrative Agent. Such financial statements fairly present in all material respects the financial condition, results of operations, equity and cash flows of the Borrower and its Subsidiaries in accordance with GAAP, as at such date and for such period, subject only to normal year-end audit adjustments and the absence of footnotes.]**

2. The undersigned has reviewed and is familiar with the terms of the Credit Agreement and has made, or has caused to be made under his/her supervision, a review of the activities of the Borrower during such fiscal period.

3. To the knowledge of the undersigned during such fiscal period, each Loan Party performed and observed each covenant of the Loan Documents applicable to it, and no Default or Event of Default has occurred and is continuing**[, provided that the following covenants or conditions have not**

been performed or observed and the following is a list of each such Default or Event of Default and its nature and status:]

4. The Consolidated Net Debt to Capitalization Ratio was [■]%, as computed on Schedule A hereto, and such ratio **[complies] [does not comply]** with the provisions of Section 8.01(a) of the Credit Agreement.

5. The aggregate Priority Debt was **[exceeds][does not exceed]** (i) 10% of Total Assets, plus (ii) the net book value of any railcar and real property assets which are subject to any finance leases that would have been characterized as Capitalized Leases in accordance with GAAP as in effect on December 31, 2017, as computed on Schedule A hereto, and **[complies] [does not comply]** with the provisions of Section 8.01(b) of the Credit Agreement.

6. The Interest Coverage Ratio was [■]:1.0, as computed on Schedule A hereto, and such ratio **[complies] [does not comply]** with the provisions of Section 8.01(c) of the Credit Agreement.

7. (a) The Total Assets as of the above date are equal to $____________________, as computed on Schedule B hereto.

   (b) The Consolidated Party Total Assets as of the above date are equal to $____________________, as computed on Schedule B hereto.

8. [**The information contained in the Disclosure Schedule to the Credit Agreement remains unchanged.**] OR [**Attached hereto as Schedule C is an updated Disclosure Schedule which highlights the changes from the previously delivered Disclosure Schedule.**]

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of _______, ____________.

[BORROWER LEGAL NAME]

By: ____________________________________

Name:

Title:

SCHEDULE A
to the Compliance Certificate
($ in 000's)

Financial Covenants

1. Consolidated Net Debt to Capitalization Ratio Calculation

[*Include calculations*]

2. Priority Debt Calculation

[*Include calculations*]

3. Interest Coverage Ratio Calculation

[*Include calculations*]

SCHEDULE B
to the Compliance Certificate

Total Asset Calculation

[*Include calculations*]

SCHEDULE C
to the Compliance Certificate
(Updated Disclosure Schedule)

EXHIBIT D
TO THE GIBSON ENERGY INC.
FIFTH AMENDED AND RESTATED CREDIT AGREEMENT
DATED JUNE 30, 2026

FORM OF ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this *"**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 Fifth Amended and Restated Credit Agreement identified below (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) all of the Assignor's rights and obligations 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 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 of *[identify Lender]*]**

3. Borrowers: Gibson Energy Inc., an Alberta corporation and its Subsidiaries from time to time designated as Borrowers under the Credit Agreement

4. Administrative Agent: Royal Bank of Canada, as the administrative agent under the Credit Agreement

5. Credit Agreement: The Fifth Amended and Restated Credit Agreement dated as of June 30, 2026 among the Borrowers, the financial institutions party thereto from time to time as Lenders and the Administrative Agent, as the same has been amended, restated, amended and restated, extended, supplemented or otherwise modified in writing to the date hereof.

6. Assigned Interest:

Facility/Loans Assigned	Aggregate Amount of Commitments/Loans for all Lenders*	Amount of Commitments/Loans Assigned*	Percentage Assigned of Commitments/Loans
Revolving Credit Commitments/Loans	$__________	$__________	______%
Swing Line Loans (forming part of Revolving Credit Commitments and not additional Commitments)	$__________	$__________	______%

7. Assignment Date:______________________

Effective Date: ____________________, 20__ [TO BE INSERTED BY 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 Accepted:

ROYAL BANK OF CANADA, as
Administrative Agent

By: ______________________________
Name:
Title:

[■], as
Swing Line Lender

By: ______________________________
Name:
Title:

[■], as
Fronting Lender

By: ______________________________
Name:[3]
Title:

[Consented to:

[BORROWER LEGAL NAME]

By: ______________________________
Name:
Title:][4]

[3] Include signature block for Swing Line Lenders and Fronting Lenders at time of applicable assignment.

[4] Consent of Borrower is to be added only if required pursuant to Section 11.08(c) of the Credit Agreement.

ANNEX 1 TO ASSIGNMENT AND ASSUMPTION

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, (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, as applicable, 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 is not an Affiliate of the Borrowers or a Defaulting Lender, (iii) 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), (iv) 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 and (v) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 6.01 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 Administrative Agent or any other Lender; and (b) agrees that (i) it will, independently and without reliance on 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.

2. Payments. From and after the Effective Date, the Administrative Agent 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 or on or after the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves, including related to any outstanding Benchmark Loans.

3. General Provisions. 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 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 of the Province of Alberta.

EXHIBIT E
TO THE GIBSON ENERGY INC.
FIFTH AMENDED AND RESTATED CREDIT AGREEMENT
DATED JUNE 30, 2026

FORM OF JOINDER AGREEMENT

This Joinder Agreement dated as of June 30, 2026 (this "***Agreement***"),

AMONG:

■
(hereinafter referred to as the "***Additional Borrower***")

- and -

GIBSON ENERGY INC.
(hereinafter referred to as "***Primary Borrower***")

- and -

ROYAL BANK OF CANADA, in its capacity as Administrative Agent
(hereinafter referred to as the "***Administrative Agent***")

RECITALS:

A. The Primary Borrower, the Subsidiaries of the Primary Borrower from time to time designated as "***Borrowers***" pursuant to Section 2.20(a) of the Credit Agreement (together with the Primary Borrower, the "*Borrowers*"), the financial institutions party thereto from time to time as Lenders (the "***Lenders***") and Royal Bank of Canada, as Administrative Agent are party to a Fifth Amended and Restated Credit Agreement dated June 30, 2026 (as may be further amended from time to time, the "***Credit Agreement***"), pursuant to which the Lenders have agreed to make certain credit facilities available to the Borrowers upon the terms and subject to the conditions set forth therein; and

B. The Additional Borrower has agreed to become a "Borrower" under the Credit Agreement in compliance with Section 2.20(a) of the Credit Agreement, and the Additional Borrower has agreed to be bound by, and will act in accordance with, the terms and provisions of the Credit Agreement as a Borrower.

NOW THEREFORE in consideration of the foregoing and for other valuable consideration, including the mutual agreements contained herein (the receipt and adequacy of which consideration is hereby acknowledged by the parties hereto), the parties hereto agree as follows:

1. Terms Incorporated by Reference

Capitalized terms used in this Agreement which are not defined herein but which are defined in the Credit Agreement shall have the meanings herein that are given to those terms in the Credit Agreement.

2. Designation of Additional Borrower

The Primary Borrower hereby designates the Additional Borrower to be a "Borrower" under the Credit Agreement pursuant to Section 2.20(a) of the Credit Agreement.

3. Agreement to be Bound

The Additional Borrower, by its execution of this Agreement, hereby:

(a) acknowledges and agrees to be bound by, and will act in accordance with, the terms and provisions of the Credit Agreement as a Borrower thereunder as if it had been an original signatory thereto; and

(b) confirms that the representations and warranties set forth in Article V of the Credit Agreement, as such representations and warranties apply to such Additional Borrower, are true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) on and as of the effective date of this Agreement, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects (and in all respects if any such representation or warranty is already qualified by materiality) as of such earlier date.

4. Confirmation of Satisfaction of Conditions Precedent

The Administrative Agent confirms that, to its knowledge, all of the conditions precedent set forth in Section 2.20(a) of the Credit Agreement which are required to be satisfied to add the Additional Borrower as a Borrower have been satisfied and the effective date of such addition is the date hereof.

5. Further Assurances

Section 11.24 (*Further Assurances*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

6. No Novation

All Obligations under the Credit Agreement and the other Loan Documents are continuing and this Agreement shall not evidence or result in a novation of such Obligations.

7. Loan Document

This Agreement constitutes a Loan Document.

8. Interpretive Provisions

Sections 1.02 (Other *Interpretive Terms*), 1.05 (*References to Agreements and Laws*) and 1.11 (*Time*) of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

9. Amendments

Section 11.01 (*Amendments, Etc*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

10. Successors and Assigns

Section 11.08 (*Successors and Assigns*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

11. Severability

Section 11.15 (*Severability*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

12. Governing Law

Section 11.17 (*Governing Law; Jurisdiction; Judgement Currency; Etc.*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

13. Counterparts

Section 11.25 (*Counterparts; Electronic Execution*) of the Credit Agreement is hereby incorporated by reference, *mutatis mutandis*.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

■, as Additional Borrower

By: ______________________________

Name:

Title:

By: ______________________________

Name:

Title:

GIBSON ENERGY INC., as Primary Borrower

By: ______________________________

Name:

Title:

By: ______________________________

Name:

Title:

ROYAL BANK OF CANADA, as Administrative Agent

By: ______________________________

Name:

Title:

By: ______________________________

Name:

Title: