FIRST AMENDING AGREEMENT

This First Amending Agreement is made as of the 31st day of January, 2014 among:

NORTHERN FRONTIER CORP.,
as Borrower

and

NEC ASSET CO LTD. AND NEC CONTRACTORS (2012) INC.
and the other direct or indirect subsidiaries of the Borrower
from time to time parties to this Agreement,
as Guarantors

and

BANK OF MONTREAL,
and the other banks and financial institutions
from time to time party to the Credit Agreement,
as Lenders

and

BANK OF MONTREAL,
as Agent for the Lenders and the Swap Lenders

WHEREAS the Borrower, the Lenders, the Guarantors and the Agent entered into a credit agreement dated as of September 27, 2013 (the "**Credit Agreement**"), pursuant to which the Lenders agreed to make certain credit facilities available to the Borrower, on and subject to the terms and conditions set out therein.

AND WHEREAS the parties hereto have agreed to enter into this First Amending Agreement to amend the Credit Agreement, as provided for herein (the Credit Agreement, as amended by this First Amending Agreement and as the same may be further amended, modified, supplemented, restated or replaced from time to time, is referred to herein as the "**Amended Credit Agreement**").

NOW THEREFORE in consideration of the payment of the sum of two dollars ($2.00) by each of the parties hereto to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree with each other as follows:

1. All capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in the Credit Agreement, and the following terms when used herein shall have the following meaning:

    (a) "**Amended Credit Agreement**" has the meaning ascribed thereto in the recitals above; and

(b) "**Credit Agreement**" has the meaning ascribed thereto in the recitals above.

2. Section 1.1 (Definitions) of the Credit Agreement is hereby amended by deleting the definition of "Fixed Asset Lending Value" in its entirety and replacing it with the following:

"**Fixed Asset Lending Value**" means, for each Fiscal Quarter:

(a) [REDACTED: Confidential Commercial Information] of the fair market value of Net Tangible Capital Assets, plus;

(b) [REDACTED: Confidential Commercial Information] of the Book Value of Net Tangible Capital Assets acquired by during such Fiscal Quarter (as evidenced by an invoice provided to the Agent), plus; and

(c) [REDACTED: Confidential Commercial Information] of the fair market value of the Real Property of the Loan Parties owned by the Loan Parties (or any of them) at the Acquisition Closing up to a maximum amount of [REDACTED: Confidential Commercial Information] (for greater certainty, any Real Property acquired by the Loan Parties (or any of them) subsequent to the Acquisition Closing shall not be included in the calculation of the Fixed Asset Lending Value),

that are subject to a first-ranking Security Interest held by the Agent pursuant to the Security, is not subject to a Rent to Own Transaction or any other Security Interest (including any Purchase Money Security Interest), and for which no Loan Party has received any notice from a party claiming a Security Interest in any such Net Tangible Capital Assets or Real Property, as the case may be.

If prior to the end of any Fiscal Quarter (the "**Relevant Fiscal Quarter**"), the Loan Parties have consummated an Acquisition or disposition (other than a Permitted Disposition) approved by the Lenders, then either the Borrower may submit, or the Agent may request that the Borrower submit to the Agent, a *pro forma* Compliance Certificate, together with a management analysis (including supporting financial statements) respecting the pro forma Compliance Certificate, certified by a Responsible Officer, setting forth what would have been the Fixed Asset Lending Value at the end of such Relevant Fiscal Quarter, had the material transaction closed at the beginning of the period in respect of which the Fixed Asset Lending Value is calculated (the "**Relevant Period**"), and if in the opinion of the Agent, acting reasonably, the pro forma Compliance Certificate accurately represents what would have been the Fixed Asset Lending Value at the end of the Relevant Fiscal Quarter had the material transaction closed at the beginning of the Relevant Period, the Fixed Asset Lending Value for the Relevant Period shall be the value of that ratio as disclosed in such pro forma Compliance Certificate.

3. Section 1.1 (Definitions) of the Credit Agreement is hereby amended by deleting the definition of "**Funded Debt**" in its entirety and replacing it with the following:

""**Funded Debt**" means, with respect to any Person:

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

(b) the face amount of bankers' acceptances and similar instruments;

(c) the stated amount of all letters of credit, letters of guarantee and surety bonds;

(d) all obligations (whether or not with respect to the borrowing of money) that are evidenced by bonds, debentures, notes or other similar instruments, whether or not any

such instruments are convertible into capital but including without limitation, any indebtedness or liabilities of such person that may be satisfied by the delivery of Shares of such person to the holder thereof or to another person on behalf of the holder, or that are not so evidenced but that would be considered by IFRS to be indebtedness for borrowed money;

(e) all obligations as lessee under Finance Leases;

(f) all obligations under Sale and Lease-Back Transactions;

(g) all obligations of such person in respect of the deferred purchase or acquisition price of property or services (including, without limitation, obligations secured by any Purchase Money Security Interests) in excess of forty five (45) days; and

(h) all obligations of such person for or in respect of the purchase price from such person of any of its property, assets or undertaking, the purchase price in respect of which has been prepaid by the purchaser,

but <u>excluding</u>, for greater certainty, all Indebtedness pursuant to the Subordinated Loan Agreement in an aggregate principal amount not exceeding [REDACTED: Confidential Commercial Information], plus accrued and unpaid interest on such amount and other breakage or prepayment indemnification due with respect to the Subordinated Debt in respect thereto, subject to the terms of the Intercreditor Agreement, trade payables and accrued liabilities that are current liabilities incurred in the ordinary course of business, deferred taxes and all unrealized obligations or liabilities under any Hedge Contract."

4. Section 1.1 (Definitions) of the Credit Agreement is hereby amended by deleting the definition of "**Funded Debt to EBITDA Ratio**" in its entirety and replacing it with the following:

""**Funded Debt to EBITDA Ratio**" means at any time, the ratio of:

(a) the Funded Debt of the Loan Parties , at the end of the most recently completed Fiscal Quarter, less the amount of any cash held on deposit in BMO accounts maintained by the Loan Parties not subject to any Encumbrances, other than

Permitted Encumbrances, determined on a consolidated basis, without duplication, not to exceed the amount of $5,000,000.00; to

(b) the EBITDA of the Loan Parties determined on a consolidated basis, without duplication, for their Trailing Fiscal Quarters.

5. Section 1.1 (Definitions of the Credit Agreement is hereby amended by deleting the definition of "**Growth Capital Expenditure**" in its entirety and replacing it with the following:

""**Growth Capital Expenditure**" means a Capital Expenditure other than to replace or repair existing Property of any Loan Party, excluding (i) any Capital Expenditure financed by the initial drawdown by the Borrower under this Agreement, or (ii) any Capital Expenditure incurred utilizing any Designated New Equity."

6. Section 1.1 (Definitions) of the Credit Agreement is hereby amended by deleting the definition of ""**Level I**", "**Level II**", "**Level III**", "**Level IV**" and "**Level V**" in its entirety and replacing it with the following:

""**Level I**", "**Level II**", "**Level III**", "**Level IV**" and "**Level V**" means, respectively, the appropriate period of time during which the corresponding Total Funded Debt to EBITDA Ratio is as set forth in the table below and "Level" means any such appropriate time period:

	Total Funded Debt to EBITDA Ratio	**Period**
(a)	Less than 1.00:1.00	Level I
(b)	Greater than or equal to 1.00:1.00 and less than 1.50:1.00	Level II
(c)	Greater than or equal to 1.50:1.00 and less than 2.00:1.00	Level III
(d)	Greater than or equal to 2.00:1.00 and less than 2.50:1.00	Level IV
(e)	Greater than 2.50:1.00	Level V

For the purposes of this definition, the Total Funded Debt to EBITDA Ratio shall be calculated by the Borrower and reported to the Agent in the Compliance Certificate provided by the Borrower from time to time in accordance with Section 8.2(c) and the definition of "**Total Funded Debt to EBITDA Ratio**", as applicable. The Agent shall be entitled to rely on such calculation, and the Applicable Margin so determined shall be applied from and after the first day of the Fiscal Quarter of the Borrower following the date that the Compliance Certificate was required to be delivered. In the event that the Borrower fails to deliver a Compliance Certificate for any Fiscal Quarter in accordance with Section 8.2(c), Level V shall be deemed to be applicable until such Compliance Certificate is delivered confirming that a different Level is applicable. BA Advances outstanding prior to the date of a change in the Levels, shall be re-calculated on the basis of (a) the rate applicable to the date of such change, and (b) the rate applicable from and after the date of such change. The Agent and Borrower acknowledge that as of the date hereof Level IV is applicable."

7. Section 1.1 (Definitions) of the Credit Agreement is hereby amended by deleting subsection (b) of the definition of "**Permitted Encumbrances**" in its entirety and replacing it with the following subsections (b) and (b.i):

"(b) Purchase Money Security Interests and Finance Leases (excluding large equipment purchased pursuant to a Rent to Own Transaction) which Purchase Money Security Interests and Finance Leases, in respect of the Loan Parties, do not at any time secure obligations exceeding [REDACTED: Confidential Commercial Information] in the Aggregate;

(b.i) Finance Leases for large equipment entered into pursuant to a Rent to Own Transaction provided any such Finance Leases shall have a term not to exceed twelve (12) months."

8. Section 1.1 (Definitions) of the Credit Agreement is hereby amended by inserting the following definition in alphabetical order in Section 1.1 (Definitions):

""**Rent to Own Transaction**" means a transaction pursuant to a rental agreement (with a term no greater than 12 months) for heavy equipment with a purchase option whereby a minimum of 75% of the rental payments are applied to the purchase price for such heavy equipment in respect of the Loan Parties which do not at any time secure obligations exceeding 35% of the total reported large equipment asset value, measured on a net book value basis."

9. Section 1.1 (Definitions) of the Credit Agreement is hereby amended by deleting the definition of "**Total Funded Debt to EBITDA Ratio**" in its entirety and replacing it with the following:

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

(a) the Total Funded Debt of the Loan Parties, at the end of their most recently completed Fiscal Quarter, less the amount of any cash held on deposit in BMO accounts maintained by the Loan Parties not subject to any Encumbrances, other than the Permitted Encumbrances, determined on a consolidated basis, without duplication, not to exceed the amount of $5,000,000.00; to

(b) the EBITDA of the Loan Parties determined on a consolidated basis, without duplication, for their Trailing Fiscal Quarters.

10. Schedule "G" of the Credit Agreement is hereby amended by deleting the existing Schedule "G" and replacing it with the attached Schedule "A".

11. The Agent, for and on behalf of the Lenders, consents to the Loan Parties entering into the first amendment to the Subordinated Loan Agreement in the form attached hereto as Schedule "B".

12. At the time of execution of this First Amending Agreement, the Agent, for and on behalf of the Lenders, shall be paid an amendment fee equal to [REDACTED: Confidential Commercial Information].

13. To give effect to the amendments to the Credit Agreement provided in this First Amending Agreement, the Agent, for and on behalf of the Lenders, shall be provided with a duly executed copy of this First Amending Agreement. On or before January 31, 2014, the Agent, for and on behalf of the Lenders, shall be provided with the following (unless waived by all the Lenders):

    (a) a certified copy of a directors' resolution of each of the Loan Parties with respect to their respective authorization, execution and delivery of this First Amending Agreement;

    (b) a certificate of an officer of each of the Loan Parties regarding its Constating Documents;

    (c) a certificate of status in respect of the Loan Parties issued under the laws of the Relevant Jurisdictions; and

    (d) such other documents, certificates and agreements as are reasonably required to confirm or establish the completion or satisfaction of the foregoing which the Agent, on behalf of the Lenders, may reasonably request.

14. The Loan Parties hereby acknowledge and agree that, notwithstanding anything contained in this First Amending Agreement, all Security granted by each of the Loan Parties to the Agent for and on behalf of itself and for the benefit of the Lenders in connection with the Credit Agreement continues in full force and effect, without in any way impairing or derogating from any of the mortgages, pledges, charges, assignments, security interests and covenants therein contained or thereby constituted, as continuing security for all indebtedness of the Loan Parties to the Lenders howsoever arising or incurred, including, without limitation, in connection with the Amended Credit Agreement. The Loan Parties acknowledge that the Agent and the Lenders are relying on this Section 14 in connection with their commitments under the Amended Credit Agreement and further acknowledge and agree that any reference in the Security to the "Credit Agreement" shall include the Amended Credit Agreement, as amended from time to time, and the other documents, instruments and agreements entered into pursuant thereto.

15. The Loan Parties hereby confirm that the representations and warranties set forth in the Credit Agreement are in all material respects complete, true and correct on the date hereof.

16. The Loan Parties hereby confirm that no Default or Event of Default has occurred and is continuing.

17. The Loan Parties hereby confirm that since the date of delivery by the Borrower to the Agent of the most recent Compliance Certificate, there has not occurred any change,

development or event relating to the Borrower and its Material Subsidiaries which would reasonably be expected to have a Material Adverse Effect.

18. The Loan Parties hereby confirm that all of the covenants of the Loan Parties set forth in the Credit Agreement (as amended hereby), together with all of the terms and conditions set forth in the Credit Agreement to be complied with by the Loan Parties (as amended hereby), have been fully complied with as of the date hereof.

19. This First Amending Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same First Amending Agreement. For the purposes of this Section 19, the delivery of a facsimile or other electronic copy of an executed counterpart of this First Amending Agreement shall be deemed to be valid execution and delivery of this First Amending Agreement.

20. This First Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable in Alberta. Each party to this First Amending Agreement hereby irrevocably and unconditionally attorns to the non-exclusive jurisdiction of the courts of Alberta and all courts competent to hear appeals therefrom.

21. The provisions of the Credit Agreement (and to the extent applicable, the other Credit Documents), as amended by the provisions of this First Amending Agreement are hereby ratified, confirmed and approved.

[signature page follows]

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

NORTHERN FRONTIER CORP., as Borrower

Per: (signed) "*Monty Balderston*"
Name: Monty Balderston
Title: Executive Vice President and Chief Financial Officer

NEC ASSET CO. LTD., as Guarantor

Per: (signed) "*Monty Balderston*"
Name: Monty Balderston
Title: Director

NEC CONTRACTORS (2012) INC., as Guarantor

Per: (signed) "*Monty Balderston*"
Name: Monty Balderston
Title: Director

BANK OF MONTREAL, as Lender

Per: (signed) [REDACTED: Personal Information]
Managing Director

BANK OF MONTREAL, as Lender

Per: (signed) [REDACTED: Personal Information]
Managing Director

SCHEDULE "A" attached to and forming part of the First Amending Agreement dated as of January 31, 2014, among Northern Frontier Corp., as Borrower, NEC Asset Co. Ltd. and NEC Contractors (2012) Inc. and certain other guarantors, as Guarantors, Bank of Montreal, and those other banks and financial institutions from time to time party hereto, as Lenders, and Bank of Montreal, as Agent

SCHEDULE "G"

MATERIAL CONTRACTS

1. The Subordinated Loan Documents.

SCHEDULE "B" attached to and forming part of the First Amending Agreement dated as of January 31, 2014, among Northern Frontier Corp., as Borrower, NEC Asset Co. Ltd. and NEC Contractors (2012) Inc. and certain other guarantors, as Guarantors, Bank of Montreal, and those other banks and financial institutions from time to time party hereto, as Lenders, and Bank of Montreal, as Agent

FIRST AMENDMENT TO SUBORDINATED LOAN AGREEMENT

[SEE ATTACHED]

THIS FIRST AMENDMENT to the Credit Agreement made as of January 31, 2014 among:

NORTHERN FRONTIER CORP.
("**Borrower**")

and

NEC ASSETCO LTD.
(amalgamation successor to 1739365 Alberta Ltd. and 794522 Alberta Ltd.)

and

NEC CONTRACTORS (2012) INC.,
and the other direct or indirect subsidiaries of the Borrower
from time to time parties to the Credit Agreement,

and

ROYAL BANK OF CANADA,
through its division, RBC Capital Partners,
("**RBCP**")

and

CLARYN EQUITIES INC.,
("Claryn", and together with RBCP, the "**Lenders**")

and

ROYAL BANK OF CANADA,
through its division, RBC Capital Partners,
as Collateral Agent for the Lenders
("**Agent**")

RECITALS:

WHEREAS the Borrower, NEC Assetco Ltd. (by its successor 1739365 Alberta Ltd.), NEC Contractors (2012) Inc., the Lenders and the Agent entered into a Credit Agreement dated September 27, 2013, as amended and supplemented by a joinder and amending agreement dated September 27, 2013 (collectively, the "**Credit Agreement**");

AND WHEREAS the parties wish to amend the Credit Agreement as set out herein.

NOW THEREFORE for value received, the parties agree as follows:

DEFINED TERMS

1. **Capitalized Terms**. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Credit Agreement.

2. **Amendments to Definitions in the Credit Agreement**. Article 1 of the Credit Agreement shall be amended as follows:

(a) the definition of "Funded Debt to EBITDA Ratio" is amended and restated as follows:

"**Funded Debt to EBITDA Ratio**" means at any time, the ratio of:

(a) the Funded Debt of the Loan Parties, at the end of their most recently completed Fiscal Quarter less the amount of any cash maintained by the Loan Parties not subject to any Encumbrances, determined on a consolidated basis, without duplication; to

(b) the EBITDA of the Loan Parties determined on a consolidated basis, without duplication, for their Trailing Fiscal Quarters."

(b) the definition of "Permitted Encumbrances" is amended by:

(i) amending and restated subparagraph (b) as follows:

"(b) Purchase Money Security Interests and Finance Leases (excluding large equipment purchased pursuant to a Rent to Own Transaction) which Purchase Money Security Interests and Finance Leases, in respect of the Loan Parties, do not at any time secure obligations exceeding $5,000,000 in the aggregate;

(ii) inserting the following subparagraph (b.i) immediately following subparagraph (b):

"(b.i) Finance Leases for large equipment entered into pursuant to a Rent to Own Transaction provided any such Finance Leases shall have a term not to exceed twelve (12) months."

(c) the definition of "Total Funded Debt to EBITDA" is amended and restated as follows:

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

(a) the Total Funded Debt of the Loan Parties, at the end of their most recently completed Fiscal Quarter less the amount of any cash maintained by the Loan Parties not subject to any Encumbrances, determined on a consolidated basis, without duplication; to

(b) the EBITDA of the Loan Parties determined on a consolidated basis, without duplication, for their Trailing Fiscal Quarters."

(d) the following definition shall be inserted in alphabetical order:

"**Rent to Own Transaction**" means a transaction pursuant to a rental agreement (with a term no greater than 12 months) for heavy equipment with a purchase option whereby a minimum of 75% of the rental payments are applied to the purchase price for such heavy equipment."

3. **Amendments to the Covenants of the Borrower**. Article 8 of the Credit Agreement shall be amended as follows:

(a) **Restrictions of Capital Expenditures**. Section 8.6 shall be amended by deleting the final sentence therein and replacing it with the following:

"Capital Expenditures for the 2014 Fiscal Year shall not exceed \$17,400,000, of which \$15,000,000 shall be for Growth Capital Expenditures."

(b) **Restrictions on Distributions**. Section 8.7(b) shall be amended by deleting it in its entirety, and replacing it with the following:

"(b) the aggregate of all Distributions and other payments made by the Borrower in any trailing Fiscal Quarter does not exceed the aggregate of 50% of Distributable Cash Flow for such period, tested each Fiscal Quarter, provided that immediately following such Distribution:

(i) the Total Funded Debt to EBITDA Ratio shall not exceed the ratio required pursuant to Section 8.4(a)(ii) reduced by 10%; and

(ii) the Fixed Charge Coverage Ratio shall not be less than 10% higher than the ratio required pursuant to Section 8.4(a)(iii),

provided that for the purposes of this paragraph, the Fixed Charge Coverage Ratio and Distributable Cash Flow shall be calculated on the basis that the interest payable on the aggregate outstanding balance of Advances will be paid at a rate of 14% per annum, in accordance with Section 4.1, regardless of whether or not the Borrower exercises its option to defer PIK Interest, in accordance with Section 4.2."

(c) **Characterization of KB Trust/ACB Trust Indebtedness**. Section 8.4 shall be amended by adding the following as paragraph 8.4(d):

"(d) For purposes of calculating the financial covenants in this Section 8.4, principal payments of the KB Trust/ACB Trust

Indebtedness shall not be considered a "Distribution" but rather a principal repayment of Indebtedness."

4. **Conditions Precedent to the Effectiveness of this First Amendment**. This First Amendment shall not become effective until the date (the "Amendment Effective Date") that all of the following conditions have been satisfied or provided for in a manner satisfactory to the Lenders in their discretion (or such earlier date as determined by the Lenders in their discretion):

   (a) Delivery by the Loan Parties of a fully executed copy of this First Amendment.

   (b) The representations and warranties contained in the Credit Agreement, shall be true and complete on the date of this First Amendment, as if such representations and warranties were made on such date.

   (c) No Event of Default shall have occurred which is continuing or shall occur after giving effect to this First Amendment.

   (d) The Lenders shall have received such additional documentation as may, in their opinion, be required in connection with this First Amendment.

   (e) All reasonable legal fees and expenses in respect of completing the matters contained herein shall be paid by Borrower.

5. **No Other Amendments**. The Credit Agreement and all of the other Credit Documents have not been amended or modified in any respect other than as set out in this First Amendment. After the Amendment Effective Date, the Credit Agreement and this First Amendment shall henceforth be read together and shall have the effect as if all the provisions of such agreements were contained in one instrument.

6. **Confirmation of Security**. Each Loan Party hereby confirms that the Security executed and delivered by such Loan Party has not been amended and continues in full force and effect, to among other things, secure all obligations, liabilities and indebtedness owing to the Lenders under the Credit Agreement and the other Credit Documents.

7. **Reservation of Rights and Remedies**. The Lenders reserve all of their right to proceed to enforce their rights and remedies at any time and from time to time in connection with any or all Events of Default under the Credit Agreement.

8. **Severability**. Any provision of this First Amendment which is invalid or unenforceable under the laws of any jurisdiction in which this First Amendment is sought to be enforced shall, as to such jurisdiction and to the extent such provision is invalid or unenforceable, be deemed severable and shall not affect any other provision of this First Amendment.

9. **Counterparts**. This First Amendment may be executed in any number of counterparts, by original or facsimile signature, each of which when so executed shall be deemed to be an original and all of such counterparts taken together shall be deemed to constitute one and the same agreement.

10. **Governing Law**. This First Amendment shall be governed by the laws of the Province of Alberta and the laws of Canada applicable in the Province of Alberta.

[REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

NORTHERN FRONTIER CORP., as Borrower

Per: (signed) "*Monty Balderston*"
Name: Monty Balderston
Title: Executive Vice President and Chief Financial Officer

NEC ASSET CO. LTD., as Guarantor

Per: (signed) "*Monty Balderston*"
Name: Monty Balderston
Title: Director

NEC CONTRACTORS (2012) INC., as Guarantor

Per: (signed) "*Monty Balderston*"
Name: Monty Balderston
Title: Director

ROYAL BANK OF CANADA, through its division, RBC Capital Partners, as Lender

Per: (signed) "*Tony Manastersky*"
Title: Managing Partner

Per: (signed) "*Michael Israel*"
Title: Vice President

CLARYN EQUITIES INC., as Lender

Per: (signed) *"Trevor Haynes"*
Title

ROYAL BANK OF CANADA, through its division, RBC Capital Partners, as Collateral Agent

Per: (signed) "*Tony Manastersky*"
Title: Managing Partner

Per: (signed) "*Michael Israel*"
Title: Vice President