Nordea

US $ 40,116,612.79

AMENDED AND RESTATED CREDIT AGREEMENT

dated as of December 21, 2022

among

KRUGER PRODUCTS L.P.

and

KRUGER PRODUCTS INC.

as Borrowers

and

NORDEA BANK ABP FILIAL I SVERIGE

as Administrative Agent

and

AB SVENSK EXPORTKREDIT (PUBL)

as Lender

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AMENDED AND RESTATED CREDIT AGREEMENT

THIS AMENDED AND RESTATED CREDIT AGREEMENT dated as of December 21, 2022.

AMONG: **KRUGER PRODUCTS L.P.**, as Old Borrower;

AND: **KRUGER PRODUCTS INC.**, as New Borrower;

AND: **NORDEA BANK ABP, FILIAL I SVERIGE**, as Administrative Agent;

AND: **AB SVENSK EXPORTKREDIT (PUBL)**, as Lender;

RECITALS

A. **WHEREAS** the Original Lender made available to the Old Borrower a senior secured term loan facility in an amount not exceeding US $48,802,500 upon the terms and subject to the conditions contained in the credit agreement dated as of November 2, 2018 entered into among Old Borrower, as borrower, and Nordea Bank Abp, filial i Sverige, as Administrative Agent and Original Lender, which agreement was amended pursuant to amendment letter agreements dated November 19, 2018, September 19, 2019 and May 21, 2021 and a request for consent dated November 1, 2021 (the "**Existing TAD2 Credit Agreement**");

B. **WHEREAS** a sixth amended and restated credit agreement dated as of April 24, 2018, was entered into among Old Borrower, as borrower, the several lenders set forth therein from time to time, as lenders, and National Bank of Canada, as administrative agent (the "**NBC Administrative Agent**" and such agreement the "**NBC Sixth ARCA**");

C. **WHEREAS** the loans made under the Existing TAD2 Credit Agreement were used to finance a portion of the purchase of machinery and equipment used in the TAD2 Project, which loans are guaranteed by EKN and secured on a *pari passu* basis with the NBC Secured Obligations;

D. **WHEREAS** the NBC Sixth ARCA was amended and restated pursuant to a seventh amended and restated credit agreement dated as of May 21, 2021 entered into among Old Borrower, as borrower, the several lenders set forth therein from time to time, as lenders, and the NBC Administrative Agent (as amended, including pursuant to the request for amendment dated as of November 23, 2021, the "**Existing NBC Credit Agreement**");

E. **WHEREAS** concurrently herewith, the Existing NBC Credit Agreement was amended and restated pursuant to an eighth amended and restated credit agreement dated as of December 21, 2022 entered into among Old Borrower and New Borrower, as borrowers, the several lenders set forth therein from time to time, as lenders, and the NBC Administrative Agent (the "**NBC Credit Agreement**"), a copy of which is attached hereto as Schedule 1;

F. **WHEREAS** concurrently herewith, the NBC Lenders, acting and represented by the NBC Administrative Agent, and the Administrative Agent, have set forth their respective priorities in respect of the Liens created and to be created from time to time pursuant to the Security Documents and their respective rights, remedies and / or recourses as well as the manner in which the proceeds of realization are to be allocated to the NBC Loans and the Nordea TAD2 Loan, all in accordance with the terms of a third amended and restated intercreditor and collateral agency agreement (as may be further amended, supplemented, restated, replaced or otherwise modified from time to time, the "**Collateral Agency Agreement**") dated as of December 21, 2022, among Old Borrower, New Borrower, the NBC Administrative Agent, the Administrative Agent and National Bank of Canada, as collateral agent (the "**Collateral Agent**"), on behalf of the Lender and the NBC Lenders, a copy of which is attached hereto as Schedule 2;

G. **WHEREAS** is anticipated that (**i**) Old Borrower will transfer all of the Old Borrower Assets to New Borrower, and (**ii**) thereafter Old Borrower will be wound up and no longer be a Borrower hereunder and be released from all its Obligations under this Agreement, the Nordea TAD2 Operative Documents, the NBC Credit Agreement and the other NBC Operative Documents;

H. **WHEREAS** it is anticipated that following the Reorganization, KPGP will also be released from all its Obligations under Agreement, the Nordea TAD2 Operative Documents, the NBC Credit Agreement and the other NBC Operative Documents;

I. **WHEREAS** the Parties hereto wish to amend certain provisions of the Existing TAD2 Credit Agreement and restate the Existing TAD2 Credit Agreement in its entirety, without novation, the whole as herein provided;

NOW THEREFORE in consideration of the premises, the mutual covenants contained herein and for other consideration, the receipt and sufficiency of which are acknowledged, the Parties hereto agree that the Existing TAD2 Credit Agreement is hereby amended and restated in its entirety, without novation, as follows:

Section 1.
INTERPRETATION

1.1 Incorporation of Definitions of the Collateral Agency Agreement

Capitalized words and expressions, wherever used in this Agreement, in its Schedules or in any deed or agreement supplemental or ancillary hereto and thereto, unless otherwise defined in Section 1.2 (*Definitions*) or unless there be something in the subject or the context inconsistent therewith, will, *mutatis mutandis*, have the meanings ascribed thereto from time to time in the Collateral Agency Agreement.

1.2 Definitions

In this Agreement:

"**Administrative Agent**" means Nordea Bank Abp, filial i Sverige, in its capacity as Administrative Agent for the Lender for the purposes of this Agreement and the other Nordea TAD2 Operative Documents, and includes any successor thereto in such capacity.

"**Amendment and Restatement Effective Date**" has the meaning ascribed to it in Section 4.1 (*Conditions Precedent to the Amendment and Restatement)*.

"**Amount Providing Basis for Compensation**" means (i) such Commitment which is not advanced during the Availability Period in accordance with this Agreement and (ii) any amount requested to be and subsequently prepaid by the Borrower.

"**Authorization**" has the meaning ascribed thereto in the NBC Credit Agreement.

"**Availability Period**" means the period from the Business Day on which all conditions precedent under this Agreement have been fulfilled to and including February 15, 2021.

"**Available Commitment**" means the Lender's Commitment minus:

(a) the amount of its participation in any outstanding Nordea TAD2 Loan; and

(b) in relation to any proposed Utilisation, the amount of its participation in any Nordea TAD2 Loan that is due to be made on or before the proposed Utilisation Date.

"**Available TAD2 Facility**" means the aggregate for the time being of the Available Commitment.

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

"**Bail-In Legislation**" means, 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 for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"**Borrower**" refers, (**i**) from the Amendment and Restatement Effective Date until the Old Borrower Release Effective Date, to Old Borrower and New Borrower, solidarily and jointly and severally, provided, however, that, as of and from the Reorganization Effective Date, New Borrower, to the exclusion of Old Borrower, shall be the only Person entitled to issue requests and notices hereunder, and (**ii**) from the Old Borrower Release Effective Date, to New Borrower.

"**Business Days**" means any day excluding Saturday, Sunday or any other day which in Montréal, Québec, New York, New York or Stockholm, Sweden is a legal holiday or a day on which banks are authorized by law or by local proclamation to close.

"**Buyer**" means Kruger Products Sherbrooke Inc., as assignee of the Old Borrower under the Commercial Contract, and includes any successor thereto in such capacity.

"**CIRR**" means the annual rate of interest comprised of the aggregate of (a) 3.25 % per annum, being a fixed Swedish state supported interest rate, and (b) 0.04 % per annum, being the risk premium of the Lender, as offered by SEK.

"**Commercial Contract**" means the equipment purchase agreement in the amount of US $ [redacted] made between the Borrower and the Exporter dated as of August 22, 2018 providing for the sale and installation of a tissue machine with auxiliaries and automation system, to be assigned by the Borrower to the Buyer.

"**Commissioning Date**" means the commissioning date to be confirmed by the Administrative Agent in accordance with EKN's regulations, being the commissioning date of the Commercial Contract ([redacted]) during the Availability Period. The Commissioning Date occurred on February 28, 2021.

"**Commitment**" means, subject to the EKN Documents, up to US $ 48,802,500 to the extent not cancelled or reduced under this Agreement.

"Confidential Information" means all information relating to the Borrower or any other Credit Party, the Nordea TAD2 Operative Documents or the Nordea TAD2 Facility of which the Administrative Agent or the Lender becomes aware in its capacity as Administrative Agent or Lender or which is received by the Administrative Agent or the Lender in relation to the Nordea TAD2 Operative Documents or the Nordea TAD2 Facility from any Credit Party or any of its advisers in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

(a) is or becomes public information other than as a direct or indirect result of any breach by the Administrative Agent or the Lender of Section 26 (*Confidentiality*); or

(b) is identified in writing at the time of delivery as non-confidential by any Credit Party or any of its advisers; or

(c) is known by the Administrative Agent or the Lender before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by the Administrative Agent or the Lender after that date, from a source which is, as far as the Administrative Agent or the Lender is aware, unconnected with the Credit Parties and which, in either case, as far as the Administrative Agent or the Lender is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

"**Confidentiality Undertaking**" means a confidentiality undertaking substantially in a recommended form of the LMA or in any other form agreed between the Borrower and the Administrative Agent.

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

"**Default**" means an Event of Default or any event or circumstance specified in Section 18 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Nordea TAD2 Operative Documents or any combination of any of the foregoing) be an Event of Default.

"**Delivery Period**" means the period from and including April 1, 2019 to and including December 15, 2019.

"**Derivative Instruments**" means any agreement entered into between the Borrower and a Derivative Provider from time to time for the purpose of any interest rate swap, index swap, forward rate swap, commodity swap (including gas commodity), floor transaction, tunnel transaction, foreign exchange swap, cross-currency rate swap transaction, currency option or any other similar transaction (including any option with respect to any of these transactions) as well as any other transaction contemplated by the expression "swap transaction" in accordance with the 1991 definitions of the International Swap Dealers Association, Inc., as amended and supplemented from time to time.

"**Derivative Obligations**" means with respect to any Derivative Provider, the liabilities and obligations due and owed to such Derivative Provider under any Derivative Instruments.

"**Derivative Provider**" means any party to a Derivative Instrument which is also a Lender (including, for greater certainty, the Original Lender) or any of its Affiliates (and includes any successors or assigns thereof).

"**Disruption Event**" means either or both of:

(a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Nordea TAD2 Facility (or otherwise in order for the transactions contemplated by the Nordea TAD2 Operative Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; 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 a Party preventing that, or any other Party:

  (i) from performing its payment obligations under the Nordea TAD2 Operative Documents; or

  (ii) from communicating with other Parties in accordance with the terms of the Nordea TAD2 Operative Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"**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 delegate) having responsibility for the resolution of any EEA Financial Institution.

"**EKN**" means Exportkreditnämnden, the Swedish Export Credits Guarantee Board, a Swedish government agency and guarantee institution located at Kungsgatan 36, (P.O. Box 3064), SE-103 61 Stockholm, Sweden (and includes any successors or assigns thereof).

"**EKN's Conditions**" means EKN's General Conditions for Export Credit Guarantees valid as from October 1996 with Supplement 2008 (as supplemented, restated or amended from time to time).

"**EKN Documents**" means EKN's Conditions, the EKN Guarantee and the EKN Offer.

"**EKN Guarantee**" means the guarantee(s) issued by EKN in favour of the Administrative Agent pursuant to the EKN Offer.

"**EKN Offer**" means the commitment to issue a guarantee by EKN in favour of the Administrative Agent, covering 95 per cent of the political and commercial risks in respect of the Borrower's obligations under this Agreement.

"**EKN Premium**" means the US $ [redacted] premium payable to EKN by the Lender in respect and as a condition precedent of the EKN Guarantee(s).
[Redacted - Confidential Information]

"**Eligible Foreign Goods and Services**" means goods and services of foreign origin eligible for support under the terms and conditions of the EKN Documents, supplied or provided to the Buyer by the Exporter under the terms of the Commercial Contract in an aggregate amount of up to US $ [redacted].
[Redacted - Confidential Information]

"**Eligible Goods and Services**" means the Eligible Foreign Goods and Services and the Eligible Local Services.

"**Eligible Local Services**" means local services eligible for support under the terms and conditions of the EKN Documents executed or rendered by the Exporter under the terms of the Commercial Contract in an aggregate maximum amount of up to US $ [redacted]. **[Redacted - Confidential Information]**

"**Event of Default**" means any event or circumstance described in Section 18 (*Events of Default*).

"**Exporter**" means Valmet AB Karlstad, Sweden (and includes any successors and assigns thereof).

"**Exporter's Certificate**" means a notice substantially in the form set out in Part II (Exporter Reimbursement *Certificate*) of Schedule 5 (*Requests*) duly authorised by and on behalf of the Exporter.

"**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.

"**Existing NBC Credit Agreement**" has the meaning ascribed to it in Recital D.

"**Existing TAD2 Credit Agreement**" has the meaning ascribed to it in Recital A.

"**Final Repayment Date**" means August 31, 2029.

"**First Repayment Date**" means the Business Day which occurs on the six-month anniversary of the Starting Point of Credit.

"**GAAP**" has the meaning ascribed thereto in the NBC Credit Agreement.

"**Interest Loss**" means the present value of the difference between the interest rate for a Loan as determined in Section 8.1 (*Calculation of Interest*) for the Amount Providing Basis for Compensation, and the interest rate at which the Amount Providing Basis for Compensation can be reinvested in government securities. Calculation of the present value will be based on the interest rate offered by internationally recognised brokers in the swap market in London (such as Intercapital Brokers or Tullet and Tokyo) for the currency in which the Amount Providing Basis for Compensation is denominated, and on the remaining term of that Loan, at the date on which the event forming basis for the obligation to pay compensation occurred.

"**Interest Period**" means, in relation to each Nordea TAD2 Loan, each period determined in accordance with Section 9 (*Interest Periods*).

"**Laws**" has the meaning ascribed thereto in the NBC Credit Agreement.

"**Lender**" means:

1. the Original Lender; or
2. as at the first day of the Availability Period, SEK, as assignee of the Nordea TAD2 Loan; or
3. any person which has become a party hereto in accordance with Section 19.1 (*Transfer by the Lender*);

and which has not ceased to be a party hereto in accordance with the terms hereof, and "**Lender**" is also the collective reference to all such Persons. When the context so requires, the term "**Lender**" shall also include the Derivative Provider.

"**Liens**" has the meaning ascribed thereto in the NBC Credit Agreement.

"**LMA**" means the Loan Market Association.

"**Margin**" means [redacted] per cent per annum (based on an initial margin of [redacted] per cent per annum less an administrative compensation of [redacted] per cent per annum provided by SEK to the Original Lender, it being understood that the Margin shall be adjusted to reflect any change to said administrative compensation from time to time). **[Redacted - Confidential Information]**

"**Material Adverse Effect**" has the meaning ascribed thereto in the NBC Credit Agreement.

"**NBC Credit Agreement**" has the meaning ascribed to it in Recital E.

"**NBC Event of Default**" has the meaning ascribed to the term "**Event of Default**" in the NBC Credit Agreement.

"**NBC Loans**" has the meaning ascribed to "Loans" in the NBC Credit Agreement.

"**NBC Operative Documents**" has the meaning ascribed to "Operative Documents" in the NBC Credit Agreement.

"**NBC Secured Obligations**" has the meaning ascribed to "Secured Obligations" in the NBC Credit Agreement.

"**NBC Sixth ARCA**" has the meaning ascribed to it in Recital B.

"**New Borrower**" means Kruger Products Inc. (formerly known as 13571998 Canada Inc.) and includes any permitted successor and assign thereto.

"**Non-Material Credit Party**" has the meaning ascribed thereto in the NBC Credit Agreement.

"**Nordea TAD2 Facility**" means the term loan facility made available under this Agreement as described in Section 2 (*The Nordea TAD2 Facility*).

"**Nordea TAD2 Loan**" refers collectively to the loans made or to be made under the Nordea TAD2 Facility or the principal amount outstanding for the time being of such loans.

"**Nordea TAD2 Operative Documents**" refers collectively to this Agreement, the Security Documents, the Collateral Agency Agreement, any Derivative Instruments and each document, instrument or agreement entered into by or between the Borrower, the Credit Parties, the Administrative Agent or any other Person in connection with the transactions contemplated herein or therein or which is supplemental hereto or thereto.

"**Nordea TAD2 Secured Obligations**" means collectively all of the obligations of the Restricted Credit Parties under the Nordea TAD2 Operative Documents, including the obligation of the Borrower to repay the Nordea TAD2 Loan upon the terms and conditions provided for hereunder and any obligation of the Borrower to repay any Derivative Obligations.

"**OECD Consensus Rules**" means the OECD rules or guidelines for officially supported export credits, which *inter alia* include cash payment requirements and rules for repayment terms.

"**Old Borrower**" means Kruger Products L.P.

"**Old Borrower Assets**" means all of the assets, present and future, movable and immovable, corporeal and incorporeal of Old Borrower, including, without limitation, all of its operating assets and its direct wholly owned Subsidiaries.

"**Old Borrower Release Effective Date**" has the meaning ascribed to it in Section 4.2.

"**Original Lender**" means Nordea Bank Abp, filial i Sverige.

"**Party**" means a party to this Agreement or any other Nordea TAD2 Operative Document.

"**Permitted Liens**" has the meaning ascribed thereto in the NBC Credit Agreement.

"**Person**" has the meaning ascribed thereto in the NBC Credit Agreement.

"**Relevant Interbank Market**" means the London interbank market.

"**Reorganization**" refers to that certain corporate reorganization pursuant to which, *inter alia*, **(i)** the partnership units of Old Borrower held by Kruger Inc. will be transferred by Kruger Inc. to 13582141 Canada Inc. in consideration for additional Capital Stock in 13582141 Canada Inc., **(ii)** Old Borrower will transfer to New Borrower all of the Old Borrower Assets, and **(iii)** Old Borrower will be wound up.

"**Reorganization Documents**" refers collectively to (**i**) the asset purchase agreement entered into between Old Borrower and New Borrower and effective as of the Reorganization Effective Date pursuant to which Old Borrower will transfer to New Borrower all of the Old Borrower Assets as part of the Reorganization and Old Borrower will assign to New Borrower, and New Borrower will assume, all of the Old Borrower's obligations and liabilities as part of the Reorganization, as same may be amended, supplemented or restated at any time and from time to time, (**ii**) the supplemental indenture with respect to the 2018 High Yield Notes entered into between, among others, Old Borrower and New Borrower, and effective as of the Reorganization Effective Date, (**iii**) the supplemental indenture with respect to the 2021 High Yield Notes entered into between, among others, Old Borrower and New Borrower, and effective as of the Reorganization Effective Date, and (**iv**) the declaration of trust and agency agreement or any similar agreement by which any Person holds any right, title or interest in any or to any Old Borrower Assets for the benefit of New Borrower as of and following the Reorganization Effective Date and "**Reorganization Document**" refers to any one thereof.

"**Reorganization Effective Date**" means the date on which all the transactions contemplated as part of the Reorganization are completed.

"**Repayment Date**" means each of the dates determined pursuant to Section 6.1 (*Repayment of Loans*).

"**Repayment Instalment**" means each instalment for repayment of the Loans specified in paragraph (a) of Section 6.1 (*Repayment of Loans*).

"**Restricted Credit Parties**" has the meaning ascribed thereto in the NBC Credit Agreement.

"**Security**" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"**Security Documents**" has the meaning ascribed thereto in the NBC Credit Agreement.

"**SEK**" means AB Svensk Exportkredit (publ) (the Swedish Export Credit Corporation), Fleminggatan 20, P.O. Box 194, SE-101 23 Stockholm, Sweden (and includes successors and assigns thereof).

"**Subsidiary**" has the meaning ascribed thereto in the NBC Credit Agreement.

"**Starting Point of Credit**" means the earlier of:

(a) the Commissioning Date in respect of all Eligible Goods and Services deliverable during the Delivery Period;

(b) [redacted]; and **[Redacted - Confidential Information]**

(c) such other date as may be reasonably determined by the Administrative Agent based on EKN's interpretation of the OECD Consensus Rules.

"**Syndication Refinancing**" has the meaning ascribed thereto in Section 17.1.

"**TAD2 Project**" means the development, construction and operation of a tissue plant in Sherbrooke, Borough of Brompton, Quebec, comprised of a through-air-dried (TAD) machine.

"**Unpaid Sum**" means any sum due and payable but unpaid by a Credit Party under the Nordea TAD2 Operative Documents.

"**Unrestricted Credit Parties**" has the meaning ascribed thereto in the NBC Credit Agreement.

"**US Dollar", "US $" and "$**" denote the lawful currency of the United States of America.

"**Utilisation**" means an utilisation of the Nordea TAD2 Facility.

"**Utilisation Date**" means the date of an Utilisation, being the date on which the relevant Nordea TAD2 Loan is to be made.

"**Utilisation Request**" means a notice substantially in the form set out in Part I of Schedule 5 (*Requests*).

"**Write-Down and Conversion Powers**" means, 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.

1.3 **Construction**

(a) **Preamble**. The preamble of this Agreement will form an integral part hereof, as if at length recited herein.

(b) **Reference to Statutes.** Each reference in this Agreement to any code, statute, regulation, official interpretation, directive or other legislative enactment of any Canadian or foreign jurisdiction (including any political subdivision thereof) will be construed so as to include such code, statute, regulation, official interpretation, directive or enactment and each amendment, reenactment, reissuance or replacement thereof made at or before the time in question.

(c) **Headings, etc.** The division of this Agreement into Articles, Sections and subsections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement.

(d) **Number and Gender.** In this Agreement, words in the singular (including defined terms) include the plural and vice versa (the necessary changes being made to fit the context) and words in one gender include all genders.

(e) **Interpretation and Construction of Provisions Incorporated by Reference**. Provisions of the NBC Credit Agreement incorporated and made part of this Agreement will be interpreted so as to also refer, as may be applicable, to this Agreement, any other Nordea TAD2 Operative Document, the Administrative Agent, the Lender and the Nordea TAD2 Secured Obligations. Without limiting the generality of the foregoing, the following defined terms in the NBC Credit Agreement will be deemed to also be read and construed to include the following defined terms in this Agreement:

Defined terms in the NBC Credit Agreement	Defined terms in this Agreement
"Secured Obligations"	"Nordea TAD2 Secured Obligations"
"Administrative Agent"	"Administrative Agent"
"Lenders"	"Lender"
"Finance Parties"	"Administrative Agent" and the "Lender"
"Facility"	"Nordea TAD2 Facility"
"Operative Documents"	"Nordea TAD2 Operative Documents"

All provisions of the NBC Credit Agreement incorporated and made part of this Agreement by reference refer to such provisions of the NBC Credit Agreement dated as of December 21, 2022, attached hereto as Schedule 1, notwithstanding any subsequent amendment, supplement, restatement, replacement or modification from time to time of the NBC Credit Agreement.

(f) **Accounting Principles.** Where the character or amount of any asset or liability or item of revenue or expense is required to be determined, or any consolidation or other accounting computation is required to be made, for the purposes of this Agreement, including the contents of any certificate to be delivered hereunder, such determination, consolidation or computation will, unless the parties otherwise agree or the context otherwise requires, be made in accordance with GAAP.

(g) **Lender, Parties to this Agreement**. The Lender is a party to this Agreement through the Administrative Agent, and is acting and represented herein by the Administrative Agent, and accordingly, any reference to the parties to this Agreement or to the parties hereto will be deemed to include the Lender.

(h) **References to this Agreement.** The terms "this Agreement", "this Amended and Restated TAD2 Credit Agreement", "hereof", "hereunder" and similar expressions refer to this agreement and not to any particular Article, Section, subsection, paragraph, subparagraph, clause or other portion of this agreement.

(i) **Solidary Liability.** The Parties hereto acknowledge and agree that until the Old Borrower Release Effective Date, Old Borrower and New Borrower, collectively as Borrower, shall be solidarily, jointly and severally liable for the due payment and performance of the Nordea TAD2 Secured Obligations, and Old Borrower and New Borrower hereby waive any benefit of division and discussion.

Section 2.
THE NORDEA TAD2 FACILITY

2.1 The Nordea TAD2 Facility

Subject to the terms of this Agreement, the Lender makes available to the Borrower a US Dollar term loan facility in an aggregate amount equal to the Commitment. The Parties hereto acknowledge and agree that the Availability Period is no longer in effect and the outstanding principal amount of the Nordea TAD2 Loan as at the date of this Amended and Restated Credit Agreement is US $ 40,116,612.79.

2.2 EKN Override

Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement will oblige the Administrative Agent to act (or omit to act) in a manner that is inconsistent with the terms of the EKN Documents and, in particular:

(a) the Administrative Agent will be authorised to take all such actions as it may deem reasonably necessary to ensure compliance with the terms of the EKN Documents; and

(b) the Administrative Agent will not be obliged to do anything if, in its reasonable opinion, to do so results in a breach of any term of the EKN Documents.

2.3 No Claims Against the Administrative Agent

The Borrower agrees that:

(a) the Administrative Agent may act on the instructions of EKN in relation to this Agreement; and

(b) it will not have any claims whatsoever in respect of any loss, damage or expense suffered or incurred by it against the Administrative Agent as a result of the Administrative Agent acting on the instructions of EKN in relation to this Agreement, other than as a result of gross or intentional fault of the Administrative Agent.

2.4 EKN Premium

The EKN Premium is for the account of the Borrower and the Borrower agrees to reimburse the Administrative Agent on demand for such fees and any additional expenses (if any) charged by EKN in connection with the EKN Offer and/or the EKN Guarantee.

2.5 Derivative Instruments

The Borrower and any Derivative Provider may enter into a Derivative Instrument from time to time on such terms and conditions to be agreed to by such parties, provided:

(i) the Borrower shall execute a Derivative Instrument (including any ISDA agreement, as applicable) and all other documentation as may be required by the Derivative Provider;

(ii) such Derivative Instrument is entered into for the purpose of hedging the position of the Borrower, and not for speculative purposes;

(iii) the Derivative Obligations shall be secured by a first-ranking Lien on all property charged by the Security Documents subject only to Permitted Liens on a *pari passu* basis with the NBC Lenders, the whole in accordance with the Collateral Agency Agreement; and

(iv) at the time of entering into such Derivative Instrument, no Default or Event of Default shall have occurred and be continuing or would result therefrom.

Section 3.
PURPOSE

3.1 Purpose

The Borrower will, directly or indirectly, apply all amounts borrowed by it under the Nordea TAD2 Facility to finance:

(a) amounts due by the Borrower under Section 2.4 (*EKN Premium*) in an aggregate amount equivalent to 100 per cent of the EKN Premium;

(b) payments made in respect of up to 85 per cent of the Eligible Foreign Goods and Services; and

(c) payments made in respect of the Eligible Local Services.

3.2 Monitoring

The Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

Section 4.
CONDITIONS PRECEDENT

4.1 Conditions Precedent to the Amendment and Restatement

Notwithstanding the execution of this Agreement by the parties hereto, the provisions hereof shall not come into force and the provisions of the Existing TAD2 Credit Agreement shall continue to bind the Parties thereto until such time as:

(a) the Administrative Agent shall have received a fully executed copy of this Agreement;

(b) the Administrative Agent shall have received a fully executed copy of the NBC Credit Agreement and all the documents listed in Section 11.1 thereof (provided such documents, where applicable, are also addressed to the Administrative Agent and the Lender in connection with this Agreement including, without limiting the generality of the foregoing, officer's certificates, legal opinions and title opinions), each of which shall be in form and substance satisfactory to it;

(c) the Administrative Agent shall have received the amendment fee of US $ 30,000, which fee shall not be refundable under any circumstances, regardless of whether the transactions contemplated herein are consummated, shall be fully earned on the date on which it is paid and shall be in addition to, and not creditable against, any other fee;

(d) no Default or Event of Default will have occurred and be continuing and no condition or fact that has occurred or is continuing shall result in a Default or Event of Default;

(e) the representations and warranties made by the Restricted Credit Parties under the Nordea TAD2 Operative Documents are true and correct;

(f) the Administrative Agent shall have received all "know your client" information requested by it, in form and substance satisfactory to it;

(g) the Administrative Agent shall have received the legal opinions of the Borrower's counsel, addressed to the Administrative Agent and its counsel, and in form and substance satisfactory to the Administrative Agent. Such legal opinions shall cover such matters incident to the transactions contemplated hereby as the Administrative Agent may reasonably request, including **(i)** the legality, validity, binding nature and enforceability of this Agreement and the other Nordea TAD2 Operative Documents, and **(ii)** the validity, enforceability, due registration and opposability to third parties (perfection) of the Liens granted under the Security Documents;

(h) the Administrative Agent shall have received a notice from the NBC Administrative Agent confirming that the conditions precedent set forth in Section 11.1 of the NBC Credit Agreement have been met or waived and that the NBC Credit Agreement is in full force and effect; and

(i) the Administrative Agent shall have issued a notice to the Borrower confirming that the NBC Credit Agreement is in form and substance satisfactory to it and the conditions precedent set forth in this Section 4.1 have been met to its satisfaction or, as the case may be, waived by it (the date indicated in such notice shall be the "**Amendment and Restatement Effective Date**").

4.2 Reorganization and Release of Old Borrower and KPGP

Old Borrower and KPGP shall not be released of their obligations under the Nordea TAD2 Operative Documents until such time as:

(a) the Administrative Agent has received evidence, in form and substance satisfactory to it, that all of the assets of Old Borrower have been transferred to New Borrower;

(b) the Administrative Agent shall have received a copy all the documents listed in Section 11.2 of the NBC Credit Agreement (provided such documents, where applicable, are also addressed to the Administrative Agent and the Lender in connection with this Agreement including, without limiting the generality of the foregoing, officer's certificates, legal opinions and title opinions), each of which shall be in form and substance satisfactory to it;

(c) no Default or Event of Default will have occurred and be continuing and no condition or fact that has occurred or is continuing shall result in a Default or Event of Default;

(d) the Administrative Agent shall have received a notice from the NBC Administrative Agent confirming that the conditions precedent set forth in Section 11.2 of the NBC Credit Agreement have been met or waived; and

(e) the Administrative Agent shall have issued a notice in writing to New Borrower, Old Borrower and KPGP declaring that each of the conditions precedent set forth in this Section 4.2 have been met to the satisfaction of the Administrative Agent or, as the case may be, waived by the Administrative Agent (the date indicated in such notice shall be referred to herein as the "**Old Borrower Release Effective Date**").

4.3 **Conditions Subsequent to the Release of Old Borrower and KPGP**

(a) within one (1) Business Day of the Reorganization Effective Date, the Administrative Agent shall have received from PricewaterhouseCoopers LLP, their final tax opinion in respect of the Reorganization, dated as of the Reorganization Effective Date, substantially in the same form as the opinion delivered pursuant to Section 4.2(b);

(b) within sixty (60) days of the Reorganization Effective Date, New Borrower shall proceed to the registration of its beneficial ownership rights at the BC registry;

(c) within sixty (60) days of the Reorganization Effective Date, New Borrower shall send a notice of its beneficial ownership rights to the relevant cities;

(d) to the extent not completed on the Amendment and Restatement Effective Date, the Administrative Agent shall have received within ten (10) Business Days of the Reorganization Effective Date, evidence in form and substance satisfactory to the Administrative Agent of all filings, recordings, registrations or other actions necessary or, desirable in order to **(i)** evidence the transfer of all of the Old Borrower Assets by Old Borrower to New Borrower and **(ii)** grant to the Finance Parties first ranking Liens on the movable (personal) and immovable (real) property of Old Borrower that has been transferred to New Borrower, subject only to Permitted Liens;

(e) within thirty (30) days of the Reorganization Effective Date, New Borrower shall grant to the Collateral Agent, for the benefit of, *inter alia*, the Lender and the Administrative Agent, first ranking Liens on all of the right, title and interest of New Borrower in the immovable properties on which the buildings bearing civic address 106 Dufferin Avenue, Trenton, Ontario K8V 5E1 and 111 Manville Road, Toronto, Ontario M1L 4J2 are situated, subject only to Permitted Liens, and concurrently with the granting of such Liens and in connection therewith, New Borrower shall provide or cause to be provided the relevant accessory documentation contemplated in Section 10.3 of the NBC Credit Agreement;

(f) within thirty (30) days of the Reorganization Effective Date, New Borrower shall grant to the Collateral Agent, for the benefit of, *inter alia*, the Lender and the Administrative Agent, first ranking Liens on all of the right, title and interest of New Borrower in the following immovable properties (i) immovable property bearing civic addresses 62-64-66 4th Avenue, Crabtree, Québec J0K 1B0 (lot number 4 737 870 of the Cadastre of Québec, Registration Division of Joliette), and (ii) immovable property bearing civic addresses 79-81 5th Street, Crabtree, Québec J0K 1B0 (lot 4 737 871 of the Cadastre of Québec, Registration Division of Joliette), subject only to Permitted Liens, and concurrently with the granting of such Liens and in connection therewith, New Borrower shall provide or cause to be provided the relevant accessory documentation contemplated in Section 10.3 of the NBC Credit Agreement;

(g) the Administrative Agent shall have received, within ninety (90) days of the Reorganization Effective Date, satisfactory evidence that all material Authorizations or third party consents required for the Reorganization, including any such Authorizations or consents required in connection with the transfer mortgage and charge of any leases, subleases, licenses and permits for Port of Vancouver lands, foreshore and waterlots have been obtained and shall have received copies of such Authorizations or consents delivered to the NBC Administrative Agent; and

(h) the Administrative Agent shall have received, within one hundred and eighty (180) days of the Reorganization Effective Date, (**i**) an executed copy of the new lease to be entered into between Vancouver Fraser Port Authority and New Borrower for Port of Vancouver lands, foreshore and waterlots, (**ii**) the consent of the Vancouver and Fraser Port Authority to a mortgage of such lease, (**iii**) a mortgage by New Borrower in favour of the Collateral Agent of such lease, and (**iv**) a legal opinion with respect to such mortgage and ancillary documents reasonably requested by the Collateral Agent.

4.4 Further Conditions Precedent

The Lender will only be obliged to comply with Section 5.4 (*Lender's participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

(a) no Default or Event of Default is continuing or would result from the proposed Nordea TAD2 Loan;

(b) the representations and warranties made by the Restricted Credit Parties under the Nordea TAD2 Operative Documents will be true and correct as of the date of the first Nordea TAD2 Loan and will be true and correct immediately following the making of such Nordea TAD2 Loan;

(c) EKN has not advised the Administrative Agent or the Lender that the making of the Nordea TAD2 Loan under the Nordea TAD2 Facility should be suspended;

(d) the Administrative Agent is satisfied that the EKN Offer or the EKN Guarantee, as the case may be, is in full force and effect;

(e) in respect of the first Nordea TAD2 Loan proposed under the Nordea TAD2 Facility, the Administrative Agent is satisfied that a duly completed Utilisation Request has been received in respect of a Nordea TAD2 Loan for the payment of the EKN Premium; and

(f) if the Borrower requests a reimbursement for payments made under the Commercial Contract, the Utilisation Request is received by the Administrative Agent no more than 30 days after payment of the relevant invoice, except for Utilisation Requests related to payments made under the Commercial Contract before the first Nordea TAD2 Loan.

4.5 Maximum Number of Nordea TAD2 Loans

The Borrower may not deliver an Utilisation Request if, as a result of the proposed Utilisation, 10 (ten) or more Nordea TAD2 Loans would be outstanding.

Section 5.
UTILISATION

5.1 Delivery of a Utilisation Request

(a) Subject to the terms of this Agreement and, if applicable, in conformity with the terms of payment for that portion of the Eligible Goods and Services to be provided by the Exporter under the Commercial Contract, the Borrower may utilise the Nordea TAD2 Facility, by delivery to the Administrative Agent of a duly completed Utilisation Request not later than 10.00 a.m. EST seven (7) Business Days before the proposed Utilisation Date, such utilisation to be in accordance with the drawdown schedule attached as Schedule 5 (unless otherwise agreed between the parties).

(b) The first Utilisation Request in respect of the first Nordea TAD2 Loan to be made under the Nordea TAD2 Facility will be made (i) firstly to pay one hundred per cent of the EKN Premium by means of direct disbursement to an account held by the Administrative Agent for payment by the Administrative Agent of the invoice from EKN in respect of the EKN Premium; and (ii) for reimbursement of amounts paid directly by the Borrower to the Exporter under the Commercial Contract (subject to sections 3.1(b) and 3.1(c)).

(c) Any subsequent Utilisation Request in respect of the Nordea TAD2 Loan to be made under the Nordea TAD2 Facility will be made for the reimbursement of amounts paid by the Borrower or the Buyer, as the case may be, directly to the Exporter under the Commercial Contract (subject to sections 3.1(b) and 3.1(c)).

(d) The Parties acknowledge and agree that no Utilisation Request may be issued since the Availability Period is no longer in effect.

5.2 **Completion of a Utilisation Request**

(a) Each Utilisation Request is irrevocable and shall not be complete unless:

(i) the proposed Utilisation Date is a Business Day within the Availability Period;

(ii) the currency and amount of the Utilisation comply with Section 5.3 (*Currency and amount*);

(iii) in respect of such part of the first Utilisation requiring payment of the EKN Premium, it specifies that the proceeds of the Utilisation are to be credited to the Administrative Agent's account and bank; and

(iv) in respect of any Utilisation other than in relation to payment of the EKN Premium:

(A) it specifies the account and bank to which the proceeds of the Utilisation are to be credited; and

(B) the Exporter's Certificate is enclosed.

(b) Only one Nordea TAD2 Loan may be requested in each Utilisation Request.

5.3 **Currency and Amount**

(a) The amount specified in a Utilisation Request shall be expressed in US Dollars.

(b) The amount of the proposed Nordea TAD2 Loan must be an amount which is not more than the Available Nordea TAD2 Facility and which is a minimum of US $ 2,000,000; or, if less, the Available Nordea TAD2 Facility.

5.4 **Availability of Nordea TAD2 Loans**

If the conditions set out in this Agreement have been met, the Lender will make each Nordea TAD2 Loan available to the Borrower by the Utilisation Date.

5.5 **Cancellation of Commitment**

The unused Commitment will be immediately cancelled at the end of the Availability Period.

Section 6.
REPAYMENT

6.1 Repayment of Loans

(a) The Borrower will repay all Nordea TAD2 Loans in full in seventeen (17) equal consecutive semi-annual instalments of principal (the "**Principal Instalments**") on each Repayment Date.

(b) The first Principal Instalment will be made on the First Repayment Date and each subsequent Principal Instalment will be made on the date falling six (6) months after the immediately preceding Repayment Date, provided that the Borrower will repay the outstanding amount of all Nordea TAD2 Loans in full on the Final Repayment Date.

6.2 First Repayment Date

(a) The Borrower shall promptly provide sufficient information in relation to the determination of the Starting Point of Credit as may be reasonably requested by the Administrative Agent.

(b) The Administrative Agent will notify the Borrower of the First Repayment Date as soon as practicable.

6.3 No Liability for the Commercial Contract

The Borrower hereby acknowledges and agrees that the Administrative Agent and the Lender will not be in any way responsible for the performance of the Commercial Contract and the Lender will not have any obligation to intervene in any dispute arising out of the performance thereof. Any claim which the Buyer or the Borrower may have against the Exporter or any other party, including any successors or assigns, and/or the failure of the Exporter to perform its obligations under the Commercial Contract will not affect the obligations of the Borrower to perform its obligations and make payments under this Agreement and will not be used as a defence or as set-off, counterclaim or cross-complaint as against the performance or payment of any of its obligations hereunder.

6.4 Reborrowing

The Borrower may not reborrow any part of the Nordea TAD2 Facility which is repaid.

Section 7.
PREPAYMENT AND CANCELLATION

7.1 Illegality

If it becomes unlawful in any applicable jurisdiction for the Administrative Agent or the Lender to perform any of its obligations under this Agreement or to fund or maintain its participation in any Nordea TAD2 Loan:

(a) upon the Administrative Agent notifying the Borrower, the Commitment of the Lender will be immediately cancelled; and

(b) the Borrower will repay the Lender's participation in the Nordea TAD2 Loans made to the Borrower on the last day of the Interest Period for each Nordea TAD2 Loan occurring after the Administrative Agent has notified the Borrower or, if earlier, the date specified by the Administrative Agent in the notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by Law).

7.2 Mandatory Prepayment – EKN Guarantee

In the event that the EKN Guarantee is fully (or any material portion thereof) withdrawn, suspended, terminated, amended (other than any amendment or suspension of an administrative nature or which otherwise has little or no adverse effect on the interest of the Administrative Agent or the Lender), revoked or cancelled or otherwise ceases to be in full force and effect other than as a result of the intentional or gross fault by the Administrative Agent or the Lender, the Borrower will, within fifteen (15) Business Days of written notification by the Administrative Agent that the EKN Guarantee has so ceased to be in full force and effect, repay all Nordea TAD2 Loans outstanding under the Nordea TAD2 Facility, together with any accrued interest thereon, and all other amounts accrued or outstanding under the Nordea TAD2 Operative Documents, whereupon the Nordea TAD2 Facility will immediately be cancelled and the amount of the Available Commitment will be reduced to zero.

7.3 Voluntary Cancellation

The Borrower may, if it gives the Administrative Agent not less than five (5) Business Days (or such shorter period upon which the Administrative Agent may agree) prior notice, cancel the whole or any part (in a minimum amount of US $ 2,000,000) of the Available Nordea TAD2 Facility, subject to compensation as set out in Section 7.5.

7.4 Voluntary Prepayment of Nordea TAD2 Loans

(a) The Borrower may, upon not less than fifteen (15) Business Days (or such shorter period upon which the Administrative Agent may agree) prior notice, prepay the whole or any part of any Nordea TAD2 Loan on the next interest payment date (in minimum amounts of

US $ 2,000,000), subject to Section 7.4 (b) and to compensation as set out in Section 7.5.

(b) A Nordea TAD2 Loan may only be prepaid i) following the Availability Period; or ii) earlier, if the Available Nordea TAD2 Facility is zero.

(c) Any prepayment under this Section 7.4 will satisfy the obligations under Section 6.1 (*Repayment of Loans*) in inverse order of maturity.

7.5 **Restrictions**

(a) Any notice of cancellation or prepayment given by any Party under this Section 7 will be irrevocable and, unless a contrary indication appears in this Agreement, will specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

(b) Any cancellation or prepayment under this Agreement will be made together with accrued interest on the amount prepaid and, subject to any Interest Loss required by any of the Lenders, without premium or penalty.

(c) The Borrower may not reborrow any part of the Nordea TAD2 Facility which is prepaid.

(d) The Borrower will not repay or prepay all or any part of the Nordea TAD2 Loans or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.

(e) No amount of the Commitment cancelled under this Agreement may be subsequently reinstated.

(f) An amount of the Commitments equal to the amount of the Nordea TAD2 Loan which is repaid or prepaid under Section 7 will be deemed to be cancelled on the date of repayment or prepayment.

7.6 **Commitment Cancellation Compensation**

If at the end of the Availability Period, the aggregate amount of all Nordea TAD2 Loans is less than the Commitment, the Borrower will compensate the Administrative Agent and the Lender for any Interest Loss, as well as reimbursement of any fees or other costs related to any such Amount Providing Basis for Compensation.

Section 8.
INTEREST

8.1 **Calculation of Interest**

The annual rate of interest on each Nordea TAD2 Loan is the aggregate of the:

(a) Margin; and

(b) CIRR.

8.2 **Payment of Interest**

The Borrower will pay accrued interest on each Nordea TAD2 Loan on the last date of each Interest Period.

8.3 **Default Interest**

(a) If a Credit Party fails to pay any amount payable by it under a Nordea TAD2 Operative Document on its due date, interest will accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which is two percent (2%) higher than the rate which would have been payable if the overdue amount had, during the period of non-payment, constituted a Nordea TAD2 Loan. Any interest accruing under this Section 8.3 will be immediately payable by the Credit Party on demand by the Administrative Agent.

(b) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount on each Repayment Date but will remain immediately due and payable.

8.4 **Interest Act (Canada)**

For the purposes of the *Interest Act* (Canada) and all other Laws which may hereafter regulate the calculation or computation of interest on borrowed funds, whenever interest to be paid hereunder is to be calculated on the basis of a year of 360 days, the yearly rate of interest to which the rate determined pursuant to such calculation is equivalent is the rate so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by 360.

8.5 **Maximum Rate of Return**

Notwithstanding any provision herein to the contrary, in no event will the aggregate "**interest**" (as defined in section 347 of the *Criminal Code* (Canada)) payable under this Agreement exceed the maximum effective annual rate of interest on the "**credit advanced**" (as defined in that section) permitted under that section and, if any payment, collection or demand pursuant to this Agreement in respect of "**interest**" (as defined in that section) is determined to be contrary to the provisions of that section, such payment, collection or demand will be deemed to have been made by mutual mistake of the Borrower and the Administrative Agent and the amount of such payment or collection will be refunded to the Borrower. For purposes of this Agreement, the effective annual rate of interest will be determined in accordance with generally accepted actuarial practices and principles over the term of the Nordea TAD2 Loan on the basis of annual compounding of the lawfully permitted rate of interest and, in the event of dispute, a certificate of a Fellow of the Canadian Institute of Actuaries appointed by the Administrative Agent will be *prima facie* evidence, for the purposes of such determination.

8.6 **Deemed Reinvestment Not Applicable**

For the purposes of the *Interest Act* (Canada), the principle of deemed reinvestment of interest will not apply to any interest calculation under this Agreement, and the rates of interest stipulated in this Agreement are intended to be nominal rates and not effective rates or yields.

Section 9.
INTEREST PERIODS

9.1 **Interest Periods**

(a) Subject to paragraphs (b) to (e) below, each Interest Period for a Nordea TAD2 Loan will be for a duration of six months or any other period agreed between the Borrower and the Administrative Agent.

(b) The first Interest Period for a Nordea TAD2 Loan will start on its Utilisation Date.

(c) Each subsequent Interest Period for a Nordea TAD2 Loan will start on the last day of its preceding Interest Period.

(d) An Interest Period for a Nordea TAD2 Loan will not extend beyond its first Repayment Date and each subsequent Repayment Date thereafter until the applicable Nordea TAD2 Loan is paid in full.

(e) The Administrative Agent and the Borrower may, with the prior written approval of EKN, enter into such other arrangements upon which they may agree for the adjustment of Interest Periods and the consolidation and/or splitting of any Nordea TAD2 Loan.

(f) The Interest Period of each Nordea TAD2 Loan after the first Nordea TAD2 Loan shall end on the last day of the then current Interest Period so that the Interest Periods of all outstanding Nordea TAD2 Loans end on the same date.

9.2 **Non-Business Days**

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

Section 10.
FEES

10.1 Commitment Fee

(a) The Borrower will pay to the Administrative Agent a fee computed at the rate of [redacted] per cent per annum of the Lender's Available Commitment from the date of the first Utilisation to the end of the Availability Period. **[Redacted - Confidential Information]**

(b) The accrued commitment fee is payable i) on the last day of each successive period of three months which ends during the Availability Period; ii) on the last day of the Availability Period; and iii) if cancelled in full, on the amount of the Lender's Available Commitment immediately prior to cancellation.

10.2 Arrangement Fee

The Borrower will pay to the Administrative Agent an arrangement fee denominated in US $ equal to [redacted] per cent of the total principal amount of the Nordea TAD2 Facility. The arrangement fee is payable no later than the first Utilisation Date. **[Redacted - Confidential Information]**

Section 11.
TAX GROSS UP AND INDEMNITIES

11.1 Taxes and Other Charges

The provisions of Articles 18 and 19 other than Sections 19.1, 19.2 and 19.6 of the NBC Credit Agreement (together with all other applicable provisions referred to therein) relating to taxes and other charges and indemnities are hereby incorporated and made a part hereof by reference and are an integral part of this Agreement (defined terms therein being read in accordance with the provisions of Section 1.3(e) hereof).

The Borrower hereby confirms, reaffirms and renews such provisions in favour of the Administrative Agent and the Lender.

11.2 Correction Rules and Currency Indemnity

The provisions of Sections 23.6 and 23.7 of the NBC Credit Agreement (together with all applicable provisions referred to therein) relating to conversion rules and currency indemnity are hereby incorporated and made a part hereof by reference and are an integral part of this Agreement (defined terms therein being read in accordance with the provisions of Section 1.3(e) hereof).

11.3 **Other Indemnities**

The Borrower will within three (3) Business Days of demand, indemnify the Administrative Agent and the Lender against any cost, loss or liability incurred by the Administrative Agent or the Lender as a result of:

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

(b) a failure by a Credit Party to pay any amount due under a Nordea TAD2 Operative Document on its due date;

(c) funding, or making arrangements to fund, its participation in a Nordea TAD2 Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of gross or intentional fault by the Administrative Agent or the Lender);

(d) a Nordea TAD2 Loan (or part of a Nordea TAD2 Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower;

(e) any reasonable fees or additional expenses charged by EKN in connection with a notice of prepayment given by the Borrower; or

(f) any payment under the EKN Documents being made by the Borrower in a currency other than Dollars.

11.4 **Survival of Agreements**

The agreements of the Borrower under this Section 11 will survive the repayment and performance of the Nordea TAD2 Secured Obligations and the cancellation in full of the Nordea TAD2 Facility.

Section 12.
<u>COSTS AND EXPENSES</u>

12.1 **Transaction Expenses**

The Borrower will promptly, on demand, pay to the Administrative Agent the amount of all costs and expenses (including all internal and external legal fees, including, without limitation, internal legal fees in the amount of Cdn $ [redacted] payable within 10-days of receipt by the Borrower of the related invoice issued by the Administrative Agent) reasonably incurred by it in connection with the negotiation, preparation, and execution of: **[Redacted - Confidential Information]**

(a) this Agreement and any other documents referred to in this Agreement; and

(b) any other Nordea TAD2 Operative Documents executed after the date of this Agreement.

12.2 **Amendment Costs**

If (a) a Credit Party requests an amendment, waiver or consent to any Nordea TAD2 Operative Document or (b) an amendment is required pursuant to Section 22.7 (*Change of currency*), the Borrower will, within three (3) Business Days of demand and receipt of an appropriate account, reimburse the Administrative Agent and the Lender for the amount of all costs and expenses (including legal fees) reasonably incurred by the Administrative Agent or the Lender in responding to, evaluating, negotiating or complying with that request or requirement.

12.3 **Enforcement Costs**

The Borrower will, within three (3) Business Days of demand, pay to the Administrative Agent and the Lender the amount of all costs and expenses (including legal fees) incurred by the Administrative Agent or the Lender in connection with the enforcement of, or the preservation of any rights under, any Nordea TAD2 Operative Document.

12.4 **EKN Fees**

Notwithstanding any other provision of this Agreement including, without limitation, paragraph (e) of Section 11.3 (*Other indemnities*), the Borrower will pay to the Administrative Agent all documented fees (if any) payable to EKN by the Administrative Agent in respect of the EKN Guarantee and after an Event of Default has occurred and is continuing, all documented costs, charges and expenses payable to EKN in connection with the EKN Documents.

Section 13.
SECURITY

13.1 **Continuous Obligation to Grant and Maintain Security**

As security for the due and punctual payment and performance in full of all Nordea TAD2 Secured Obligations, the Borrower and its Subsidiaries (other than any Unrestricted Credit Party or Non-Material Credit Party) will grant and maintain Security for the benefit of the Administrative Agent and the Lender to the extent and pursuant to the Security Documents. The Security shall create, in favour of the Administrative Agent or the Collateral Agent, for the benefit of the Administrative Agent and the Lender, a first-ranking Lien on all property charged by the Security Documents subject only to Permitted Liens on a *pari passu* basis with the NBC Lenders, the whole in accordance with the terms of the Collateral Agency Agreement.

13.2 The provisions of Article 10 of the NBC Credit Agreement (together with other applicable provisions referred to in such Article 10) relating to security are hereby incorporated and made a part hereof and are an integral part of this Agreement. The Borrower hereby confirms, reaffirms and renews such provisions in favour of the Administrative Agent and the Lender.

Section 14.
REPRESENTATIONS AND GENERAL COVENANTS

14.1 Representations and Covenants

All the representations and warranties contained in Article 12 of the NBC Credit Agreement and all the covenants contained in Articles 13, 14 and 15 of the NBC Credit Agreement (together with other applicable provisions referred to in such Article 12 and Articles 13, 14 and 15) are hereby incorporated and made a part hereof and are an integral part of this Agreement. The Borrower hereby confirms, reaffirms and renews such representations and covenants in favour of the Administrative Agent and the Lender.

In addition, the Borrower will cause the Buyer to comply (i) with Sections 12.28, 12.29, and 13.13 of the NBC Credit Agreement with respect to Sanctions and AML Legislation and (ii) Sections 12.12, 12.25 and 13.4 of the NBC Credit Agreement, in each case, as if the Buyer was a Restricted Credit Party, provided, however, that the Buyer shall not be deemed to be a Restricted Credit Party for any other purpose.

14.2 Additional Tax Representations

The Borrower additionally represents and warrants that:

(a) No deduction for or on account of Tax is required to be made from any payment made under any Nordea TAD2 Operative Documents.

(b) No Nordea TAD2 Operative Document must be filed, recorded or enrolled with any court or authority and no stamp, registration or similar Tax must be paid on or in relation to the Nordea TAD2 Operative Documents or the transactions contemplated by the Nordea TAD2 Operative Documents.

14.3 Repetition

The representations and warranties under this Agreement are deemed to be made by reference to the facts and circumstances then existing on the date of each Utilisation Request and the first day of each Interest Period.

14.4 Survival and Inclusion

Notwithstanding the repayment and performance of the NBC Secured Obligations and the termination, expiration or refinancing of the NBC Credit Agreement or the NBC Loans, the representations and covenants contained in this Section 14 will survive in favour of the Administrative Agent and the Lender until all the Nordea TAD2 Secured Obligations have been repaid and performed in full and this Agreement has been terminated.

14.5 Other Representations

All statements, representations and warranties contained in any NBC Operative Document will constitute statements, representations and warranties made by the Borrower to the Administrative Agent and the Lender under this Agreement.

Section 15.
ADDITIONAL COVENANTS

15.1 Commercial Contract

The Borrower will:

(a) observe and perform all of its obligations and otherwise comply with all the provisions of the Commercial Contract and not do anything to jeopardise its rights thereunder;

(b) notify the Administrative Agent of any material breach, or if it has reasonable grounds for belief that there will be any material breach of the Buyer's or the Exporter's obligations under the Commercial Contract;

(c) (i) if known to it, notify the Administrative Agent of any event of force majeure (however described) under the Commercial Contract, (ii) copy to the Administrative Agent any notice it serves or receives in relation to any such force majeure event, (iii) if known to it, inform the Administrative Agent of the anticipated length of such event of force majeure and any costs anticipated to be incurred by virtue of the occurrence of such event of force majeure and (iv) if known to it, notify the Administrative Agent of the date on which such event of force majeure ceases to exist;

(d) use reasonable commercial efforts to cause the Exporter to perform its obligations in accordance with the Commercial Contract and with full regard to all Laws;

(e) not (i) vary, amend or waive any material provision of the Commercial Contract; (ii) terminate, cancel, abandon, repudiate or suspend or agree or consent to any termination, cancellation, abandonment, repudiation or suspension of the Commercial Contract; or (iii) amend the terms relating to amounts due under or the country of origin of the performance of obligations under the Commercial Contract (each an "**Alteration**") unless:

   (i) the Borrower has given the Administrative Agent not less than fifteen (15) Business Days prior written notice of the proposed Alteration; and

   (ii) the Borrower has received prior confirmation from the Administrative Agent that:

(A) such Alteration will not, in the opinion of the Administrative Agent, affect or change the obligations of EKN pursuant to the EKN Documents;

(B) such Alteration will not, in the opinion of the Administrative Agent, have a Material Adverse Effect; and

(C) the written consent of the Administrative Agent and EKN to those Alterations has been obtained.

(f) The Administrative Agent will promptly notify EKN of the Borrower's written notice provided under paragraph (e) (i) above and seek its timely consent.

15.2 **Separate Agreement**

The Borrower agrees and acknowledges that the EKN Guarantee is a separate arrangement and that it will not have any right or recourse against the Administrative Agent or the Lender in respect of or arising by reason of any payment made by EKN to the Administrative Agent or the Lender pursuant to the EKN Guarantee.

15.3 **Obligations and the EKN Documents**

(a) In case of any payment to the Administrative Agent or the Lender pursuant to the EKN Guarantee, EKN will, in addition to any other rights which it may have under the EKN Documents or otherwise, have full rights of recourse against the Borrower. The rights of recourse of EKN will in no way be affected by any dispute, claim or counterclaim whatsoever between the Borrower and EKN or between the parties to the Commercial Contract.

(b) At the request of the Administrative Agent, the Borrower will make commercially reasonable efforts to i) comply with the requirements of EKN; and ii) take such steps and actions as the Administrative Agent reasonably advises are necessary to ensure that the EKN Documents remain in full force and effect. At the request of the Administrative Agent, the Borrower will perform such other acts or provide such other information as may be necessary for the Administrative Agent to obtain the full support of EKN (including making documents and records available to the Administrative Agent, EKN or their authorised agents and appointed independent experts).

15.4 **Corrupt Practice**

No Credit Party will i) offer or give to a third party; or ii) request or obtain a promise or guarantee, directly or indirectly, either for its own benefit or for that of a third party, of any unfair advantage, either pecuniary or otherwise, which constitutes or could reasonably constitute a corrupt practice within the meaning of the OECD Convention of 17 December 1997 on the fight against corruption of foreign public officials.

15.5 **Embargos and fight against terrorism**

(a) The Credit Parties will not enter into business relationships with persons or entities which are on the lists of the United Nations, the European Union or Sweden in relation to embargoes or the fight against terrorism.

(b) The Credit Parties will respect sectoral or equipment embargoes laid down by the United Nations, the European Union or Sweden.

(c) The Borrower will request from any bank charged with carrying out any transfers in relation to the Nordea TAD2 Facility, that it correctly record the following information in any funds transfer messages (the section [*to be filled in on the message form*] numbers referring to the SWIFT messages under protocol MT 102 and 103): the person giving the instruction: name, address, account number (section number 50a); the bank of the person giving the instruction (section number 52a); and the reason for the payment, including brief details of the underlying transaction (section number 70).

Section 16.
AMENDMENTS TO THE NBC OPERATIVE DOCUMENTS

16.1 **NBC Operative Documents**

The Borrower will not make or allow to be made any amendments to any of the NBC Operative Documents or any other document accessory thereto, in the circumstances set out in Section 6.3 of the Collateral Agency Agreement, without the prior written consent of the Administrative Agent.

Section 17.
SURVIVAL AND INCLUSION

17.1 **Security Documents**

Notwithstanding the repayment and performance of the NBC Secured Obligations and the termination, expiration or refinancing of the NBC Credit Agreement or the NBC Loans, the Security Documents will survive and remain in full force and effect in favour or for the benefit of the Administrative Agent and the Lender until all of the Nordea TAD2 Secured Obligations have been repaid and performed in full and this Agreement has been terminated. On or before a refinancing (the "**Syndication Refinancing**") of the NBC Credit Agreement or the NBC Loans, any new secured lenders under the Syndication Refinancing will be required to become parties to such Security Documents and will be entitled to the benefits, rights and obligations under such Security Documents to the same extent and in the same manner as if they were original parties thereto. Alternatively, the Administrative Agent may consent (but will not be required to do so) to the granting of new Security in replacement of the existing Security Documents, provided (i) such new Security is substantially the same as the existing Security Documents and that the new secured lenders under the Syndication Refinancing become parties to the Collateral Agency Agreement, and (ii) the Borrower has delivered to the Administrative Agent, in form and substance satisfactory to the Administrative Agent, such certificates, authorizations, resolutions and legal opinions as the Administrative Agent may reasonably require.

17.2 **Collateral Agency Agreement**

Notwithstanding the repayment and performance of the NBC Secured Obligations and the termination or expiration of the NBC Credit Agreement or the NBC Loans or a Syndication Refinancing, the Collateral Agency Agreement will survive and remain in full force and effect in favour of the Administrative Agent and the Lender until all the Nordea TAD2 Secured Obligations have been repaid and performed in full and this Agreement has been terminated. On or before any Syndication Refinancing, any new secured lenders will be required to become parties to the Collateral Agency Agreement and will be entitled to the benefits, rights, remedies and obligations under the Collateral Agency Agreement to the same extent and in the same manner as if they were original parties thereto.

Section 18.
EVENTS OF DEFAULT

Each of the events or circumstances set out in Section 18 is an Event of Default:

18.1 **Non-payment**

Any Credit Party does not pay on the due date or within three (3) Business Days thereafter any amount payable pursuant to a Nordea TAD2 Operative Document at the place and in the currency in which it is expressed to be payable.

18.2 **Other obligations**

A Credit Party does not comply with any provision of the Nordea TAD2 Operative Documents unless the failure to comply is capable of remedy and is not remedied within ten (10) Business Days of such compliance.

18.3 **Misrepresentation**

Any representation or statement made or deemed to be made by a Credit Party in the Nordea TAD2 Operative Documents or any other document delivered by or on behalf of any Credit Party under or in connection with any Nordea TAD2 Operative Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

18.4 **EKN Documents**

Any EKN Document is fully (or any material portion thereof) withdrawn, suspended, terminated, amended in any material respects, revoked or cancelled or otherwise ceases to be in full force and effect or binding on and enforceable against EKN, other than: (i) by reason solely of the amounts drawn under this Agreement being prepaid in full in accordance with the terms of this Agreement; (ii) with the consent of Lender; or (iii) in relation to a suspension or amendment only, where such suspension or amendment is not, in the reasonable opinion of the Administrative Agent, prejudicial to the rights or interests of the Administrative Agent.

18.5 NBC Event of Default

Any NBC Event of Default has occurred and has not been waived or remedied, as may be applicable.

18.6 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing the Administrative Agent may, in addition to all rights and remedies it may have by Law or under any Nordea TAD2 Operative Document, subject to the prior written consent of EKN, by notice to the Borrower:

(a) immediately cancel the Commitment;

(b) declare that all or part of the Nordea TAD2 Loans, together with accrued interest, and all other amounts accrued or outstanding under the Nordea TAD2 Operative Documents be immediately due and payable, whereupon they will become immediately due and payable; and/or

(c) declare that all or part of the Nordea TAD2 Loans be payable on demand, whereupon they will immediately become payable on demand by the Administrative Agent.

18.7 Rights under EKN Documents

The remedies set out in Section 18.6 (*Acceleration*) will be without prejudice to the rights of the Administrative Agent to make claims under and enforce the EKN Documents.

Section 19.
<u>CHANGES TO THE LENDER</u>

19.1 Transfer by the Original Lender

Subject to the provisions of the EKN Guarantee, the Original Lender will be entitled to assign or otherwise transfer, once or several times, at any time all or part of its rights and obligations under this Agreement to EKN, SEK or any Affiliate of the Original Lender and, with the prior consultation of the Borrower to any other bank or financial institution, provided that no such consultation will be required if an Event of Default has occurred. The Borrower hereby acknowledges that the Original Lender will assign all of the Nordea TAD2 Loan to SEK effective on the first day of the Availability Period.

The Borrower agrees to execute such documents and do such acts as the Original Lender may reasonably request to give full effect to the transfer.

19.2 EKN subrogation

Upon payment by EKN of amounts due and payable under this Agreement, EKN will (where applicable) have the right to be subrogated to the rights of the Administrative Agent or the Lender against the Borrower and the Credit Parties in accordance with the EKN Documents.

Section 20.
CHANGES TO THE CREDIT PARTIES

20.1 Assignments and transfer by the Credit Parties

No Credit Party may assign or transfer any of its rights or obligations under the Nordea TAD2 Operative Documents.

Section 21.
THE ADMINISTRATIVE AGENT AND THE LENDER

21.1 Appointment of the Administrative Agent

The Lender irrevocably appoints the Administrative Agent to exercise on its behalf the rights and powers delegated to the Administrative Agent hereunder and authorizes the Administrative Agent to take any action necessary for the performance of its duties. Whenever acting in such capacity, the Administrative Agent represents and binds the Lender.

21.2 Restrictions on the Powers of the Lender

The Lender may not exercise individually the rights and powers delegated to the Administrative Agent, including the enforcement of remedies after the occurrence of an Event of Default.

21.3 Security Documents

The Collateral Agent is authorized to hold any security on behalf of the Lender and to execute in its name any Security Document, the whole in accordance with the terms and conditions of the Collateral Agency Agreement.

21.4 Action by the Administrative Agent

The duties of the Administrative Agent are limited to those specifically conferred upon it in the Nordea TAD2 Operative Documents. Except as otherwise provided, the Administrative Agent is not required to exercise any discretion or to take any action under the Nordea TAD2 Operative Documents, unless the Administrative Agent has been so required by the Lender. In no event will the Administrative Agent be required to exercise any right or power, if in its judgment, doing so would contravene any Nordea TAD2 Operative Document or Law or where the Administrative Agent determines that the indemnity provided in Section 21.6 may not be available or adequate.

21.5 **Enforcement Measures**

Any legal proceedings and enforcement measures on behalf of the Lender will be taken by the Administrative Agent or the Collateral Agent. At the Administrative Agent's request, the Lender must join the Administrative Agent in such proceedings or enforcement measures, the whole in accordance with the terms and conditions of the Collateral Agency Agreement.

21.6 **Indemnification**

The Lender will indemnify the Administrative Agent (and its directors, officers, employees and agents), proportionately to the amount of its Commitment, from and against all losses suffered or liabilities or expenses incurred by the Administrative Agent of any kind or nature when exercising its rights and powers, save any losses, liabilities or expenses resulting from the gross or intentional fault of the Administrative Agent (or its directors, officers, employees or agents).

21.7 **Liability of the Administrative Agent**

The Administrative Agent will only be liable to the Lender for gross or intentional fault, and will have no liability as a consequence of a failure of any Person to fulfil its obligations or any action authorized by the Lender where the consent of the Lender is required. The Administrative Agent will be entitled to assume that there exists no default or Event of Default, unless the Administrative Agent has been notified in writing of the existence of a default or Event of Default.

21.8 **Liability of the Lender**

The Lender acknowledges that it has been and will continue to be solely responsible for making its own independent appraisal and investigation of the financial condition of the Borrower, and for the assessment of the risks arising from the Nordea TAD2 Loan. The Lender may not rely on the Administrative Agent in this regard nor will the Administrative Agent be responsible for ensuring the validity or enforceability of any Nordea TAD2 Operative Document.

21.9 **Rights of the Administrative Agent as Lender**

In its capacity as Lender, the Administrative Agent has the same rights as any other Lender and may exercise such rights independently of its role as Administrative Agent; unless the context otherwise requires, the expression "Lender" also refers to the Lender which is the Administrative Agent, as may be applicable.

21.10 **Sharing of Information**

The Lender may share any information held by it regarding the financial condition, business or property of the Borrower or relating to matters contemplated by the Nordea TAD2 Operative Documents.

21.11 **Competition**

Subject to the other provisions of this Agreement, the Administrative Agent and the Lender may enter into other transactions with the Borrower and they are not required to notify each other of such transactions.

21.12 **Successor Administrative Agent**

The Administrative Agent may resign by giving notice thereof to the Borrower and to the Lender. The Administrative Agent may also be replaced by the other Lender following the failure by the Administrative Agent to perform its obligations under this Agreement. The resignation or replacement of the Administrative Agent will be effective 30 days after the appointment by the other Lender of a successor Administrative Agent. The successor Administrative Agent will be a Swedish nationally recognized trust and/or collateral agent financial institution. Promptly after being so appointed, any successor Administrative Agent must give notice thereof to the Borrower and the Lender. From the effective date of its appointment, any successor Administrative Agent will be vested with all the rights, powers and duties of the Administrative Agent under the Nordea TAD2 Operative Documents.

21.13 **Amendments and Waivers by the Lender**

The provisions of the Nordea TAD2 Operative Documents may be amended or waived, and consents thereunder may be given, only by an instrument in writing signed by the Administrative Agent, with the approval of the Lender, and in the case of an amendment, also signed by the Borrower, the whole in accordance with the terms and conditions of the Collateral Agency Agreement.

21.14 **Books and Accounts**

The Administrative Agent will keep books and accounts evidencing the transactions made pursuant to this Agreement. Absent manifest error, such books and accounts will be deemed to represent accurately such transactions and the indebtedness of the Borrower under the Nordea TAD2 Loan.

21.15 **Determination**

In the absence of manifest error, any determination made by the Administrative Agent of the amounts payable hereunder will be conclusive and binding upon the Lender and the Borrower.

21.16 Costs and Expenses

The Borrower shall pay on demand the amount of all reasonable costs and expenses (including legal and other professional fees) incurred by the Administrative Agent in connection with the implementation of the Nordea TAD2 Loan and the preparation, negotiation, execution, assignment and administration of the Nordea TAD2 Operative Documents, as well as the reasonable costs and expenses incurred by the Administrative Agent or the Lender in connection with the enforcement of, or the preservation of any rights under, any Nordea TAD2 Operative Document.

21.17 No Waiver

The omission by the Administrative Agent or the Lender to exercise any of its rights will not be deemed to be a waiver of the exercise of any such right subsequently. The omission by the Administrative Agent or the Lender to notify the Borrower of the occurrence of a default or an Event of Default will not be deemed to be a waiver of the right of the Administrative Agent or of the Lender to avail itself of such default or Event of Default.

21.18 Corrections of Errors

The Administrative Agent is authorized to correct any typographical error or other error of a clerical nature in any Nordea TAD2 Operative Document and to substitute such corrected text in the counterparts of any Nordea TAD2 Operative Document, provided that such corrections do not modify the meaning or the interpretation of any Nordea TAD2 Operative Document and provided that copies of the corrected texts are remitted to each party.

21.19 Communications

The Administrative Agent is entitled to rely in its dealings with the Borrower upon any instruction or notice which the Administrative Agent believes in good faith to have been given by a Person authorized to give such instruction or notice or to make the applicable transaction.

21.20 Articles 2138 to 2148 Civil Code of Quebec Not Applicable

The mandate of the Administrative Agent under this Agreement is not governed by the provisions of Articles 2138 to 2148 of the *Civil Code of Québec* and the Lender does hereby expressly renounce to the benefit of each and every one of such Articles.

Section 22.
ADMINISTRATION

22.1 Payments to the Lender

(a) On each date on which a Credit Party is required to make a payment under a Nordea TAD2 Operative Document, that Credit Party will make the same to the Administrative Agent (unless a contrary indication appears in a Nordea TAD2 Operative Document) for value on the due date at the time in US Dollars and in such funds specified by the Administrative Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

(b) Payment will be made to such account in the principal financial centre of the country of that currency with such bank as the Lender specifies.

22.2 Distributions to a Credit Party

The Administrative Agent may (with the consent of the Credit Party or in accordance with Section 23 (*Set-off*)) apply any amount received by it for that Credit Party (other than an Unrestricted Credit Party or a Non-Material Credit Party) in or towards payment (on the date and in the currency and funds of receipt) of any amount due from such Credit Party under the Nordea TAD2 Operative Documents or in or towards purchase of any amount of any currency to be so applied.

22.3 Partial payments

(a) If the Administrative Agent receives a payment that is insufficient to discharge all the amounts then due and payable by a Credit Party under the Nordea TAD2 Operative Documents, the Administrative Agent will apply that payment towards the obligations of that Credit Party under the Nordea TAD2 Operative Documents in the following order:

(i) first, in or towards payment pro rata of any unpaid fees, costs and expenses of the Administrative Agent or the Lender under the Nordea TAD2 Operative Documents;

(ii) secondly, in or towards payment pro rata of any accrued interest, fee or commission due but unpaid under this Agreement;

(iii) thirdly, in or towards payment pro rata of any principal due but unpaid under this Agreement; and

(iv) fourthly, in or towards payment pro rata of any other sum due but unpaid under the Nordea TAD2 Operative Documents.

(b) Paragraph (a) above will override any appropriation made by a Credit Party.

22.4 **No set-off by Credit Parties**

All payments to be made by a Credit Party under the Nordea TAD2 Operative Documents will be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

22.5 **Business Days**

(a) Any payment which is due to be made on a day that is not a Business Day will be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

(b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

22.6 **Currency of account**

(a) Subject to paragraph (b) below, US Dollars is the currency of account and payment for any sum due from a Credit Party under any Nordea TAD2 Operative Document.

(b) Each payment in respect of costs, expenses or Taxes will be made in the currency in which the costs, expenses or Taxes are incurred.

22.7 **Change of currency**

(a) Unless otherwise prohibited by Law, if more than one currency or currency unit are at the same time recognised by the central bank of any country as the lawful currency of that country, then:

(i) any reference in the Nordea TAD2 Operative Documents to, and any obligations arising under the Nordea TAD2 Operative Documents in, the currency of that country will be converted into, or paid in, the currency or currency unit of that country designated by the Administrative Agent (after consultation with the Borrower); and

(ii) any conversion from one currency or currency unit to another will be at the official rate of exchange recognised by the central bank for the conversion of that currency or currency unit into the other, rounded up or down by the Administrative Agent (acting reasonably).

(b) If a change in any currency of a country occurs, this Agreement will, to the extent the Administrative Agent (acting reasonably and after consultation with the Borrower) specifies to be necessary, be amended to comply with any generally accepted conventions and market practice in the Relevant Interbank Market and otherwise to reflect the change in currency.

22.8 **Disruption to Payment Systems, etc.**

If either the Administrative Agent determines (in its discretion) that a Disruption Event has occurred or the Lender is notified by the Borrower that a Disruption Event has occurred:

(a) the Administrative Agent may, and will if requested to do so by the Borrower, consult with the Borrower with a view to agreeing with the Borrower such changes to the operation or administration of the Nordea TAD2 Facility as the Administrative Agent may deem necessary in the circumstances;

(b) the Administrative Agent will not be obliged to consult with the Borrower in relation to any changes mentioned in paragraph (a) if, in its opinion, it is not practicable to do so in the circumstances and, in any event, will have no obligation to agree to such changes;

(c) any such changes agreed upon by the Administrative Agent and the Borrower will (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Nordea TAD2 Operative Documents;

(d) the Administrative Agent will not be liable for any damages, costs or losses whatsoever (including, without limitation for gross or intentional fault or any other category of liability whatsoever but not including any claim based on the fraud of the Administrative Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Section 22.8.

22.9 **European Union Bail-In Action**

Notwithstanding anything to the contrary in this Agreement or in any other agreement, arrangement or understanding among any such parties, each Party hereto acknowledges that any liability of any EEA Financial Institution arising under this Agreement or any Nordea TAD2 Operative Document, to the extent such liability is unsecured, may be subject to the write-down and conversion powers of an EEA 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 an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA 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 EEA 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 Nordea TAD2 Operative Document; or

(iii) the variation of the terms of such liability in connection with the exercise of the Write-Down and Conversion Powers of any EEA Resolution Authority.

Section 23.
SET-OFF

The Administrative Agent may set off any matured obligation due from a Credit Party under the Nordea TAD2 Operative Documents (to the extent beneficially owned by that Administrative Agent) against any matured obligation owed by the Administrative Agent or the Lender to that Credit Party, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Administrative Agent or the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

Section 24.
NOTICES

24.1 Communications in writing

Any communication to be made under or in connection with the Nordea TAD2 Operative Documents will be made in writing and, unless otherwise stated, may be made by fax or letter.

24.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Nordea TAD2 Operative Documents is:

(a) in the case of the Borrower, that identified with its name below; and

(b) in the case of the Administrative Agent, that identified with its name below,

or any substitute address or fax number or department or officer as the Party may notify to the other Party by not less than five (5) Business Days' notice.

24.3 Delivery

(a) Any communication or document made or delivered by one person to another under or in connection with the Nordea TAD2 Operative Documents will only be effective:

(i) if by way of fax, when received in legible form; or

(ii) if delivered by way of letter, when it has been left at the relevant address or five (5) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

and, if a particular department or officer is specified as part of its address details provided under Section 24.2 (*Addresses*), if addressed to that department or officer.

(b) Any communication or document to be made or delivered to the Administrative Agent will be effective only when actually received by the Administrative Agent and then only if it is expressly marked for the attention of the department or officer identified with the Administrative Agent's signature below (or any substitute department or officer as the Administrative Agent will specify for this purpose).

(c) Any communication or document made or delivered to the Borrower in accordance with this Section will be deemed to have been made or delivered to each of the Credit Parties.

24.4 **English language**

(a) Any notice given under or in connection with any Nordea TAD2 Operative Document must be in English.

(b) All other documents provided under or in connection with any Nordea TAD2 Operative Document must be:

(i) in English; or

(ii) if not in English, and if so required by the Administrative Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

Section 25.
CALCULATIONS AND CERTIFICATES

25.1 **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with a Nordea TAD2 Operative Document, the entries made in the accounts maintained by the Administrative Agent are *prima facie* evidence of the matters to which they relate.

25.2 **Certificates and Determinations**

Any certification or determination by the Administrative Agent of a rate or amount under any Nordea TAD2 Operative Document is, in the absence of manifest error, *prima facie* evidence of the matters to which it relates.

25.3 Day count convention

Any interest, commission or fee accruing under a Nordea TAD2 Operative Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Interbank Market differs, in accordance with that market practice.

Section 26.
CONFIDENTIALITY

26.1 Confidential Information

The Administrative Agent and the Lender agree to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Section 26.2 (*Disclosure of Confidential Information*) and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

26.2 Disclosure of Confidential Information

The Administrative Agent and the Lender may disclose:

(a) to any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as the Administrative Agent and the Lender consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there will be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential Information;

(b) to EKN;

(c) to any person:

(i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Nordea TAD2 Operative Documents and to any of that person's Affiliates, Representatives and professional advisers;

(ii) appointed by the Administrative Agent and the Lender or by a person to whom paragraph 26.2(c)(i) applies to receive communications, notices, information or documents delivered pursuant to the Nordea TAD2 Operative Documents on its behalf;

(iii) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any Law or regulation;

(iv) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes;

(v) who is a Party; or

(vi) with the consent of the Borrower;

in each case, such Confidential Information as the Administrative Agent or the Lender consider appropriate if:

(A) in relation to paragraph 26.2(c)(i) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there will be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;

(B) in relation to paragraph 26.2(c)(ii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;

(C) in relation to paragraphs 26.2(c)(iii), 26.2(c)(iv) and 26.2(c)(v) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there will be no requirement to so inform if, in the opinion of that Lender, it is not practicable so to do in the circumstances;

26.3 **Entire agreement**

This Section 26 (*Confidentiality*) constitutes the entire agreement between the Parties in relation to the obligations of the Administrative Agent and the Lender under the Nordea TAD2 Operative Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

26.4 **Inside information**

The Administrative Agent and the Lender acknowledge that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable Laws including securities Law relating to insider dealing and market abuse and the Lender undertakes not to use any Confidential Information for any unlawful purpose.

26.5 Notification of disclosure

The Administrative Agent and the Lender agree (to the extent permitted by Law) to inform the Borrower:

(a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraphs (c)(iii) and (iv) of Section 26.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function and shall provide adequate prior written notice to the Borrower of such disclosure to allow it to attempt to lessen the extent thereof; and

(b) upon becoming aware that Confidential Information has been disclosed in breach of this Section 26 (*Confidentiality*).

26.6 Continuing obligations

The obligations in this Section 26 (*Confidentiality*) are continuing and, in particular, will survive and remain binding on the Administrative Agent and the Lender following the date on which all amounts payable by the Credit Parties under or in connection with this Agreement have been paid in full and all Commitments have been cancelled or otherwise cease to be available.

Section 27.
MISCELLANEOUS

27.1 Counterparts

Each Nordea TAD2 Operative Document (including this Agreement) may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, and it shall not be necessary in making proof of such Nordea TAD2 Operative Document (including this Agreement) to produce or account for more than one such counterpart. Transmission of a copy of an executed signature page of a Nordea TAD2 Operative Document (including this Agreement) to the other parties thereto by facsimile transmission or e-mail in pdf format, shall be as effective as delivery to each party thereto of a manually executed counterpart of such document.

Each Nordea TAD2 Operative Document may be signed by way of associating or otherwise appending an electronic signature or other facsimile signature of the applicable signatory and the words "execution", "signed", "signature", and words of like import in this Agreement and any other Nordea TAD 2 Operative Document shall be deemed to include electronic signatures or other facsimile signature, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature.

Each Party hereto agrees that, at any time, the Administrative Agent and the Lender may convert paper records of this Agreement, the other Nordea TAD2 Operative Documents and all other documentation delivered to the Administrative Agent hereunder in such capacity (each, a "**Paper Record**") into electronic images (each, an "**Electronic Image**") as part of the Administrative Agent's or Lender's, as applicable, normal business practices. Each party hereto agrees that each such Electronic Image shall be considered as an authoritative copy of the Paper Record and shall be legally binding on the parties and admissible in any legal, administrative or other proceeding as conclusive evidence of the contents of such document in the same manner as the original Paper Record.

27.2 **Partial invalidity**

If, at any time, any provision of the Nordea TAD2 Operative Documents is or becomes illegal, invalid or unenforceable in any respect under any Law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the Law of any other jurisdiction will in any way be affected or impaired.

27.3 **Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of the Lender, Administrative Agent or Collateral Agent, any right or remedy under the Nordea TAD2 Operative Documents will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by Law.

27.4 **Force Majeure and Limitation of Liability**

(a) The Administrative Agent and the Lender will not be held responsible for any damage arising out of any Laws, or any measure undertaken by any public authority, or war, strike, lockout, boycott, blockade or any other similar circumstance. The reservation in respect of strikes, lockouts, boycotts and blockades applies even if the Administrative Agent or the Lender takes such measures, or is subject to such measures.

(b) Unless the Administrative Agent's or the Lender's liabilities have been limited otherwise in the Nordea TAD2 Operative Documents, any damage that may arise in other cases will not be indemnified by the Administrative Agent or the Lender if they have observed normal care. The Administrative Agent and the Lender will not in any case be held responsible for any indirect damage, consequential damage and/or loss of profit. Should there be an obstacle as described above for the Administrative Agent or the Lender to take any action in compliance with this Agreement, such action may be postponed until the obstacle has been removed.

27.5 Replacement of Previous Agreements

This Agreement amends and restates all verbal or oral agreements, understandings and undertakings between the Credit Parties, or any one thereof, and the Borrower relating to the Nordea TAD2 Facility.

27.6 Obligation to Pay Absolute

The obligations of the Borrower to make payments on the Nordea TAD2 Loans as and when in this Agreement provided will be unconditional and irrevocable, and same will be paid strictly in accordance with the terms of this Agreement under all circumstances without any right of compensation or set-off and notwithstanding any defence, right of action or claim of any nature whatsoever which the Borrower may at any time have or have had against the Administrative Agent, the Lender or the Credit Parties, whether in connection with this Agreement or otherwise.

27.7 Inconsistency with Security Documents

Unless otherwise herein provided, to the extent that any provision of this Agreement is inconsistent with the provisions of any of the Security Documents, the provisions of this Agreement will prevail.

27.8 Governing Law

This Agreement and the interpretation and enforcement thereof will be governed by and construed in accordance with the Laws of the Province of Québec and the federal Laws of Canada applicable therein.

27.9 Submission to Jurisdiction

Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Québec sitting in the judicial district of Montréal with respect to any matter arising hereunder or in relation herewith. The parties hereto irrevocably waive any objections on the ground of venue or *forum non conveniens* or any similar grounds. The parties hereto irrevocably consent to service of process by mail or in any other manner permitted by relevant Law.

27.10 Formal Date

For the purpose of convenience, this Agreement may be referred to as bearing formal date of December 21, 2022 irrespective of the actual date of its execution.

27.11 Language

The Borrower has expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *L'Emprunteur a expressément exigé que la présente convention et tous les autres* *contrats, documents ou avis qui y sont afférents soient rédigés en langue anglaise.*

Schedule 1

NBC CREDIT AGREEMENT

[Previously filed]

Schedule 2
COLLATERAL AGENCY AGREEMENT

[Previously filed]

Schedule 3

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Schedule 4

REQUESTS

PART I

UTILISATION REQUEST

[On Kruger Products L.P. Letterhead]

To:Nordea Bank Abp, filial i Sverige, SE - 105 71 Stockholm, Sweden

Att: Structured Loan Operations, H352, Fax no: +46 8 20 98 94

Dated:

Dear Sirs,

Kruger Products L.P. – US $ 48,802,500 Credit Agreement dated as of November 2, 2018 (as may be amended, modified and restated from time to time, the "Agreement")

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meanings in this Utilisation Request unless given a different meaning in this Utilisation Request.

2. We wish to borrow a Nordea TAD2 Loan on the following terms:

Proposed Utilisation Date:	[●] (or, if that is not a Business Day, the next Business Day)
Amount:	A. EKN Premium: US $ [●]; [**NTD: Only in respect of the first Utilisation Request**] and B. Reimbursement under Commercial Contrat: US $ [●] or, if less, the Available Nordea TAD2 Facility

	Invoiced Amount	Eligible for Borrowing
Eligible Foreign Amount		
Eligible Local Amount		
TOTAL Borrowing		

3. We have paid an amount of US $ [●] directly to the Exporter under the Commercial Contract. In reimbursement thereof we request the above Utilisation.

4. We hereby confirm that payment by the Lender to the account as specified below will be a Utilisation under the Agreement and will, as from the date of such payment, constitute a valid and binding obligation upon us in respect of repayment of the amount of the Nordea TAD2 Loan thereof and payment of interest thereon and any other amounts payable under the Agreement in relation thereto, each in accordance with and in the manner contemplated by the Agreement.[**NTD: Only relevant in respect of a Utilisation for reimbursement to the Borrower**]

Please make a Utilisation of the above mentioned amount by paying the same into our Dollar account specified below.

Bank Name/Branch Name:	[●]
Address of the Branch:	[●]
Account Name/Account Number:	[●]

[**NTD: Only relevant in respect of a Utilisation for reimbursement to the Borrower**]

5. [We hereby confirm that payment by the Lender for the purpose of payment of the invoice received by the Lender from EKN in respect of the EKN Premium will be a Utilisation under the Agreement and will, as from the date of such payment, constitute a valid and binding obligation upon us in respect of repayment of the amount of the Nordea TAD2 Loan thereof and payment of interest thereon and any other amounts payable under the Agreement in relation thereto, each in accordance with and in the manner contemplated by the Agreement.] [**NTD: Only relevant in respect of a Utilisation for payment of any EKN Premium**]

6. [We enclose herewith the Exporter's Reimbursement Certificate.] [**NTD: Not required in respect of a Utilisation for payment of any EKN Premium**]

7. We hereby certify that, as at the date hereof, each condition specified in Section 4.4 (*Further conditions precedent*) has been satisfied and all the representations and warranties under the Agreement are true and accurate in all material respects.

8. We hereby certify that, as of the date hereof, no default or Event of Default has occurred.

9. This Utilisation Request is irrevocable.

Yours faithfully

[ ]

……………………………………….
(Authorised signatory for Kruger Products L.P., name and title)

PART II
Exporter's Reimbursement Certificate

Certificate Number:[●]

From: Valmet AB Karlstad, Sweden

To: Nordea Bank Abp, filial i Sverige

Copy: [●]

Dated: [●]

Dear Sirs

KTG (USA) L.P., USA – Commercial Contract dated August 22, 2018 (the "Agreement")

1. We refer to the agreement in the amount of US $ 54,292,390 made between Kruger Products Sherbrooke Inc. (as successor to Kruger Products L.P. by way of assignment, the "**Buyer**") and Valmet AB Karlstad (the "**Exporter**") dated as of August 22, 2018, providing for the supply of a tissue machine with auxiliaries and automation system (the "**Commercial Contract**"). We attach to this, certificate copies of the relevant invoices together with shipping documents and/or any other relevant document pursuant to the Commercial Contract, evidencing that the deliveries and services, to which the relevant utilisation relates, have been effected.

   In this Exporter's Reimbursement Certificate:

   "Eligible Goods and Services" means the Eligible Foreign Goods and Services and the Eligible Local Services.

   "Eligible Foreign Goods and Services" means goods and services of foreign origin supplied or provided to the Buyer by the Exporter under the terms of the Commercial Contract in an aggregate amount of up to US $ 44,381,157.10 which goods and services are eligible for support under the terms and conditions of the EKN Documents.

   "Eligible Local Services" means local services executed or rendered by the Exporter under the terms of the Commercial Contract in an aggregate maximum amount of up to US $ 2,079,264, being an amount corresponding to 100 per cent of the Eligible Foreign Goods and Services, which goods and services are eligible for support under the terms and conditions of the EKN Documents.

2. We hereby confirm that the amount of US **$ ●**] (the "**Invoice Amount**") has been paid in cleared funds by the Borrower to the Exporter, being 100 per cent of the

amount of each invoice to be financed under this Exporter's Reimbursement Certificate.

(1) The Invoice Amount relates to Eligible Goods and Services supplied and/or provided under the Commercial Contract with origin and source in accordance with our declaration to and as agreed by EKN.

(2) We hereby warrant that:

(a) the Invoice Amount does not include any sums which have already been claimed under any other Utilisation Request and all other amounts due and payable under the Commercial Contract have been duly paid;

(b) the Invoice Amount when aggregated with any other amounts drawn down under the Nordea TAD2 Facility, excluding the EKN Premium, does not exceed the aggregate of [**US $** ●];

(c) the Commercial Contract is legal, valid and binding, has not been terminated or materially amended or waived to the extent it may have an impact on the EKN Guarantee issued or to be issued in connection with the deliveries under the Commercial Contract and the Exporter has not taken any action intended to lead to a termination of future deliveries under the Commercial Contract;

(d) the Eligible Goods and Services delivered under the Commercial Contract are manufactured by and/or rendered by the Exporter and/or us; and

(e) the Exporter has obtained in relation to the Commercial Contract its authorisations, consents or approvals from the relevant [●] authorities if and when required.

(3) The proceeds of the proposed Nordea TAD2 Loan should be paid to the Borrower in accordance with the applicable Utilisation Request.

(4) This Exporter's Reimbursement Certificate is irrevocable.

For and on behalf of [●]

____

Name:

Title:

Schedule 5
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(see attached)

KRUGER PRODUCTS L.P.,
by its general partner, KPGP Inc., as Old Borrower

Per: *(s) François Paroyan*

and Per: ______________________

Address: 3285 Bedford Road
Montréal, Québec H3S 1G5

Attention: Corporate Secretary

Email: [redacted]
[Redacted - Confidential Information]

KRUGER PRODUCTS INC., as New Borrower

Per: *(s) François Paroyan*

and Per: ______________________

Address: 3285 Bedford Road
Montréal, Québec H3S 1G5

Attention: Corporate Secretary

Email: [redacted]
[Redacted - Confidential Information]

NORDEA BANK ABP, FILIAL I SVERIGE, as Administrative Agent

Per: *(s) Birgul Mentes Hanna*
(s) Katarina Holmsved Fröjd

Address: Nordea Bank Abp, filial i Sverige, H221
SE-105 71 Stockholm, Sweden

Attention: Structured Loan Services

Email: [redacted]
[Redacted - Confidential Information]

AB SVENSK EXPORTKREDIT (PUBL), as Lender

Per: *(s) Tobias Bylund*
(s) Gabriella Fryking

Address: By courier:
Fleminggatan 20, 112 26
Stockholm, Sweden

By post:
P.O. Box 194
SE101 23 Stockholm, Sweden

Attention: Business Support

Email [redacted]

[Redacted - Confidential Information]